

F-GAS REDUCTION INCENTIVE PROGRAM (FRIP): THIRD-PARTY ADMINISTRATOR SOLICITATION

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Application Deadline: August 7, 2023



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EXECUTIVE SUMMARY

The legislature appropriated funds to the California Air Resources Board (CARB) in the 2022-2023 budget¹ to increase the adoption of climate-friendly refrigerant technologies. Funds appropriated by the legislature will be administered through CARB's F-gas Reduction Incentive Program (FRIP) established by Senate Bill (SB) 1013.²

CARB is seeking a third-party administrator (3PA) Grantee via a competitive solicitation to implement FRIP with a portion of the funds, i.e., \$40,000,000, allocated in the 2022-2023 budget.

The FRIP Grant Solicitation, including Appendices A and B and all attachments (hereafter referred to as "Solicitation"), contains all the information necessary for applicants to submit an application in response to the Solicitation and be considered to become a 3PA Grantee for FRIP. Applicants cannot change the terms and conditions of any documents associated with the Solicitation when submitting applications in response to this Solicitation.

Upon selection through this Solicitation, the 3PA Grantee will be responsible for implementing FRIP and fulfilling the responsibilities identified in the Scope of Work in this Solicitation.

The Program will be implemented through a partnership between CARB and the 3PA Grantee, selected via this competitive Solicitation. Up to 10 percent of the allocated funds may be used for the implementation of FRIP by the selected 3PA Grantee. Eligible applicants wishing to apply for the role of 3PA Grantee must submit an application electronically to CARB by August 7, 2023, based on the requirements laid out in this Solicitation.

The Solicitation is posted on CARB's website at: <https://ww2.arb.ca.gov/our-work/programs/FRIP/grant-solicitation>.

¹ [AB 179 - Budget Act of 2022](#)

² [SB 1013](#) (Lara, Stat. 2018, Ch. 375); Health & Safety Code § 39734.

CHAPTER 1 - INTRODUCTION

1.1 BACKGROUND

The legislature appropriated the following funds in the 2022-2023 budget¹ to the California Air Resources Board (CARB) to increase the adoption of climate-friendly refrigerant technologies:

- \$10,000,000 from the Greenhouse Gas Reduction Fund (GGRF) pursuant to Senate Bill (SB) 1013;²
- \$15,000,000 from the General Fund (GF) pursuant to SB 1013; and
- \$20,000,000 from the GF through the Equitable Building Decarbonization program.

The funding will be distributed through the Fluorinated Gases Emission Reduction Incentive Program, also called the F-gas Reduction Incentive Program (FRIP), which was established by SB 1013. SB 1013 directs CARB to design FRIP to promote the adoption of low global warming potential (GWP) refrigerant technologies to achieve short- and long-term climate benefits, energy efficiency, and other co-benefits.

CARB has decided to allocate \$40,000,000 of the \$45,000,000 appropriated by the legislature to the commercial and industrial refrigeration sector due to the availability of market-ready climate-friendly technologies and the potential for significant emission reductions from this sector.³ CARB will consider other sectors that rely on hydrofluorocarbon (HFC) refrigerants for the remaining \$5,000,000 allocated from the legislature in the 2022-2023 budget.

CARB was previously allocated first-time funding of \$1,000,000 in the 2019-2020 budget for FRIP pursuant to SB 1013. Information about projects funded and prior program materials are available on the [FRIP website](#).

1.2 PURPOSE OF SOLICITATION

CARB is seeking a third-party administrator (3PA) Grantee to implement a \$40,000,000 commercial and industrial refrigeration-focused program. This is a competitive solicitation to select a 3PA Grantee (hereafter referred to as "Solicitation").

The 3PA Grantee will primarily support the implementation of FRIP and conduct outreach and provide technical expertise to potential applicants and applicants selected to receive incentive funding for the adoption of climate-friendly refrigeration technologies, i.e., FRIP Technical Grantees. In accordance with guidelines set forth by CARB, the 3PA Grantee will distribute funds to FRIP Technical Grantees for the

³ [Short-Lived Climate Pollutant Reduction Strategy \(ca.gov\)](#); [Cap-and-Trade Auction Proceeds Fourth Investment Plan](#); [2022 Scoping Plan Update \(ca.gov\)](#); [FRIP Program Guidelines and Solicitation Manual \(ca.gov\)](#)

adoption of climate-friendly refrigerant technologies, particularly ultra-low GWP technologies, defined as having a GWP less than ten.⁴

The Solicitation contains all the necessary information needed for interested parties to submit an application to be considered a 3PA Grantee for FRIP. In addition to this document, the Solicitation contains the following Appendices:

- Appendix A: Draft Grant Agreement between CARB and the 3PA Grantee
- Appendix B: Application Template for 3PA Grantee

In the coming months, CARB will publish FRIP Technical Funding Guidelines for FRIP Technical Grantees with information about program design such as eligibility, funding award amounts, application materials and scoring criteria for potential technical applicants. Technical Grantees will primarily include users of high-GWP HFC refrigeration systems with priority funding for small and independent businesses, particularly those located in low-income,⁵ disadvantaged,⁶ and rural communities and communities that are particularly vulnerable to climate change.⁷ Depending on refrigeration system size, facility type (new or existing), and the technology being adopted, CARB anticipates 250-500⁸ projects that the 3PA Grantee will oversee. The 3PA Grantee that is selected through this Solicitation will adhere to FRIP Technical Funding Guidelines as they administer the program.

1.3 AVAILABILITY OF FUNDS

A total of \$40,000,000 is available for funding. No more than 10 percent of \$40,000,000 or \$4,000,000, is available for the 3PA Grantee selected through this solicitation for the implementation of FRIP, i.e., Implementation Funds. The remainder of the funds are for FRIP Technical Grantees.

If additional funding becomes available that CARB, at its sole discretion, determines to be suitable to add to this program, then CARB may augment the initial FRIP funding. For example, CARB could add new funds that later become available for similar type of activities or objectives as FRIP. The timeline to encumber, spend, or liquidate new funds may extend the end date of the agreement with the 3PA Grantee.

CARB, at its sole discretion, reserves the right to increase or decrease the amount of FRIP incentive funds available to FRIP Technical Grantees, as well as the amount of funds available to the 3PA Grantee for implementation of FRIP.

⁴ [SB 1206](#) (Skinner, Stat. 2022, Ch. 884); Health & Safety Code § 39735-6.

⁵ Census tracts identified as low-income per [AB 1550](#)

⁶ Census tracts identified as disadvantaged by California Environmental Protection Agency per [SB 535](#). Census tracts categorized as disadvantaged communities are identified by CalEnviroScreen 4.0 and are available at: [CalEnviroScreen 4.0 | OEHHA](#).

⁷ Climate Vulnerability Metric (pages 157-158) in the [2022 Scoping Plan Update \(ca.gov\)](#) and [Appendix K: Climate Vulnerability Metric](#) of the 2022 Scoping Plan

⁸ This is a preliminary estimate. Based on stakeholder feedback on FRIP program design and funding award amounts for Technical Grantees, the number may change.

1.4 KEY ACTIVITIES AND DATES FOR THE SOLICITATION

Key activities and dates for this solicitation are presented below.

Table 1: Key Activities and Dates

Activity	Date
Solicitation release	June 26, 2023
Deadline for solicitation-related questions	July 14, 2023
CARB response to questions	July 21, 2023
Deadline to submit applications "Application Deadline"	August 7, 2023
Anticipated Notice of Proposed Award Posting Date	September 4, 2023*
Grant agreement between 3PA Grantee and CARB	Mid-October, 2023*
Encumbrance deadline of funds	June 30, 2025
Liquidation deadline of funds	June 30, 2027

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

1.5 QUESTIONS ABOUT THE SOLICITATION

CARB staff will be available to answer questions potential 3PA Grantees may have regarding eligibility, application completion, and other requirements of the Solicitation, during a portion of the solicitation period. Written questions of clarification about this solicitation must be e-mailed to FRIP@arb.ca.gov by 11:59 pm Pacific Daylight Time (PDT) on the date listed in the Key Activities and Dates table (Table 1).

Questions submitted and responses prepared by CARB staff will be publicly posted on the [FRIP website](#) by the date listed above. If CARB receives many questions, CARB staff may hold an online meeting to respond to questions. The time, date, and instructions to join will be announced by the listserv⁹ and will also be posted on the [FRIP website](#).

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.

⁹ The listserv is available at [California Air Resources Board \(govdelivery.com\)](https://www.govdelivery.com) by selecting the topic "HFC-Reduction"

CHAPTER 2 – ELIGIBILITY REQUIREMENTS

2.1 APPLICANT ELIGIBILITY

This competitive Solicitation is only open to California-based public entities (e.g., public agencies, municipalities, counties, special districts), or California-based non-profit organizations¹⁰ with knowledge of and experience with the adoption of climate-friendly refrigeration technologies. Specific requirements that the 3PA Grantee must fulfill are described in this Solicitation and Sample Grant Agreement (see Appendix A). Applicants that wish to apply to be a 3PA Grantee for FRIP and are selected as the Grantee will not be eligible to be a FRIP Technical Grantee.

If the applicant is anticipating subcontracting (subcontractors may be selected or to-be-selected), the applicant and subcontractor(s) relationships (i.e., relationship to project task and relationship to applicant) must be disclosed in the 3PA Grantee application. If the applicant anticipates subcontracting after application submittal, the applicant should disclose that intent in the application and disclose the subcontractor(s) relationship to CARB as soon as the subcontractor(s) is selected. Where applicable, if subcontractor(s) are subject to a public process for approval, that process must be fully disclosed in the application, including who must approve contracts, the process for approval, and the anticipated timelines for approvals. The 3PA 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. All subcontractors are subject to conflict of interest and other requirements pertaining to the work performed under the Grant Agreement. All required 3PA Grantee application disclosures (including those set out in the attachments) are also required of subcontractors at the time of application submission. CARB, in its sole discretion, reserves the right, but not the obligation, to modify or amend the subcontractor requirements or qualifications of this Solicitation.

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

¹⁰ Any nonprofit corporation qualified to do business in California, registered with the California Secretary of State, qualified pursuant to subdivision (c)(3) under Section 501 of the Internal Revenue Code, and tax exempt under California state law.

2.2 SCOPE OF WORK

The 3PA Grantee, under CARB guidance, is responsible for the implementation of FRIP and oversight of Technical Grantees funded through FRIP. The 3PA Grantee is not precluded from utilizing subcontractors to perform some of the necessary work where specialized or technical expertise is needed (e.g., engineering and design of refrigeration systems, computer programming, data security, web or software development, data analytics, interpreters, etc.); however, the majority of the management and implementation work is expected to be performed by a qualified 3PA Grantee. Any 3PA Grantee or any of its subcontractors who have a direct or indirect financial interest in a Technical Grantee, or a Technical Grantee applicant or application, shall recuse itself from any involvement in the administration, review, and selection of grant applications. This solicitation seeks a 3PA Grantee to conduct all the following activities, with or without subcontractors, in accordance with the encumbrance and liquidation deadlines mandated by the legislature. The Scope of Work includes but is not limited to the following tasks. Any requirements identified below are minimum requirements and are not comprehensive.

1. Support the development of FRIP Technical Funding Guidelines

The 3PA Grantee will support CARB in the development of the FRIP Technical Funding Guidelines and associated Technical Grantee application materials. The 3PA Grantee will support CARB in soliciting stakeholder input in the development of the FRIP Technical Funding Guidelines.

2. Conduct Outreach and Education

The 3PA Grantee must:

- a. Develop an outreach plan to promote the program to eligible applicants, i.e., potential Technical Grantees, statewide with a focus on small and independent businesses, particularly those located in low-income, disadvantaged, and rural communities and communities that are highly vulnerable to climate change. Outreach may be conducted via email, workshops/webinars, social media, and other methods deemed suitable by CARB.
- b. Develop outreach and education materials such as infographics, factsheets, presentations, and others in consultation with CARB. Outreach materials in other languages, including but not limited to Spanish and Mandarin, must be developed, as needed, to reach a wider variety of targeted businesses.
- c. Provide technology familiarization training, especially to small and independent businesses. They must provide information about potential technology options, benefits of adopting those technologies and solutions to successfully replace existing systems. Potential Technical Grantees should be informed that technicians who regularly service and maintain their refrigeration systems will receive free technology training through FRIP.
- d. Provide verbal and/or written information about the program to interested parties, including responding to specific questions. The 3PA Grantee must

indicate in the outreach efforts that they will provide application assistance for free to potential applicants.

Potential eligible Technical Grantees include facilities that report to CARB's Refrigerant Management Program¹¹ (RMP) and other owners/operators of refrigeration systems that use high-GWP refrigerants. CARB will provide information on RMP facilities to assist in outreach efforts.

3. Develop and maintain a user-friendly, publicly accessible website that includes, at a minimum, the following features:
 - a. An application portal where FRIP Technical Grantees can submit applications;
 - b. The ability to track funds available, awarded and liquidated;
 - c. The ability to provide information on Technical Grantee projects, project status, project location on a map, and other relevant statistics;
 - d. The ability to track expected and actualized greenhouse gas reductions; and
 - e. Library of resources (e.g., informational materials, presentations and recordings, etc.).
4. Assist with Technical Grantee applications

Although the 3PA Grantee is not expected to complete the entire application for Technical Grantees, the 3PA Grantee is expected to provide application assistance to potential Technical Grantees interested in applying for FRIP funding. Assistance may include, but is not limited to, the following:

- a. Guidance with determining eligibility for incentive funds and understanding application requirements;
- b. Technical assistance regarding the availability and compatibility of climate-friendly refrigerant technologies that are also energy efficient in various climate zones in California and provide co-benefits;
- c. Technical assistance with determining compliance with CEQA;
- d. Technical assistance with determining GHG reductions associated with the project; and
- e. Information on the availability of and assistance accessing additional utility and/or incentive funds, carbon credits and other financing options for climate friendly and energy efficient refrigeration technologies to help applicants leverage additional funds for projects.

Application assistance and technical expertise must be provided to potential Technical Grantees and Technical Grantees at no cost.

5. Review applications submitted and select Technical Grantees

¹¹ More information about CARB's Refrigerant Management Program can be found here - [Refrigerant Management Program | California Air Resources Board](#)

During the solicitation period for FRIP Technical Grantees, applications will be submitted by potential Technical Grantees on the website developed by the 3PA Grantee. The 3PA Grantee must review submitted applications and identify those that meet the eligibility criteria and scoring requirements as defined in the FRIP Technical Funding Guidelines. Applications must be reviewed within a timely manner. This must be done in consultation with CARB.

6. Establish Technical Grant Agreements with Technical Grantees

Once a Technical Grantee is selected for an award by the 3PA Grantee, the 3PA must enter into a Grant Agreement between the 3PA Grantee and the Technical Grantee. The 3PA Grantee must ensure that the Technical Grantee is abiding by the terms and conditions set forth in the legally binding Technical Grant Agreement through the duration of the Grant Agreement. CARB will provide a template with specific language that must be included in the 3PA-Technical Grantee Grant Agreement.

7. Assist with the implementation of Technical Grantee projects

The 3PA Grantee must track progress of the awarded projects and provide assistance where necessary to the Technical Grantee to ensure successful completion of the project before the liquidation deadline. This includes, but is not limited to, the following:

- a. Ensure that projects are being completed timely;
- b. Conduct meetings with Technical Grantees as needed;
- c. Review project progress reports provided by Technical Grantees;
- d. Act as a liaison between the Technical Grantee and businesses such as the equipment manufacturer, engineering firm, design consultant and/or refrigeration contractor to resolve technical concerns; and
- e. Provide technical assistance to ensure that the climate-friendly refrigerant technology selected by the Technical Grantee is installed and operating properly in new and existing refrigeration facilities.

8. Process and distribute funds to the Technical Grantees

The 3PA Grantee is responsible for distributing grant funds to Technical Grantees in consultation with CARB and in accordance with the requirements and the conditions outlined in the 3PA-CARB Grant Agreement. The 3PA Grantee must do the following:

- a. Develop a process for grant processing and distribution to Technical Grantees;
- b. Review reimbursement requests and invoices submitted by Technical Grantees and ensure that they meet the necessary criteria for funds disbursement as defined in the grant agreements and FRIP Technical Funding Guidelines;
- c. Process payments within 30 calendar days of deeming a reimbursement request valid and complete; and

- d. Maintain records of approved/denied reimbursement requests and provide periodic, i.e., monthly, updates to CARB.

9. Enhance workforce development

The 3PA Grantee must develop an initial plan and cost estimate, in consultation with industry expert(s), to provide training for 500+ technicians in ultra-low-GWP refrigeration technologies and as much as possible, utilize existing infrastructure and training resources from manufacturers, industry groups and others. Technicians that provide routine maintenance services to Technical Grantees must be given the option to receive free training. CARB will provide additional funds, separate from the Implementation Funds reserved for the 3PA Grantee, for this effort. The workforce development plan and costs must be finalized in consultation with CARB. The 3PA Grantee must solicit an expert(s) to implement the workforce development plan by entering into a signed written contract with the expert(s) using the funds set aside for this effort. CARB and the 3PA Grantee will collaborate on the contract deliverables and the solicitation. CARB reserves the right, but not the obligation, to review said contract before it is signed. Experts retained for this purpose shall be required to fulfill all of the disclosure and other requirements that subcontractors are required to fulfill, pursuant to the terms of the 3PA Grant Agreement and this Solicitation.

10. Increase information sharing across industry

The 3PA Grantee must develop a plan and cost estimate to facilitate information exchange across the industry based on data from FRIP technical projects. The 3PA Grantee must implement the plan. Before implementation, the plan and cost must be finalized in consultation with CARB. As much as possible, the 3PA Grantee should leverage existing industry events and networks to increase information exchange about the lessons learned through FRIP technical projects. The 3PA Grantee must develop written resources to facilitate information exchange including but not limited to case studies and reports to showcase successful projects. At least \$100,000 from the Implementation Funds agreed upon for the 3PA Grantee will be reserved for this task. Portions of this task that require expert(s) may be subcontracted, in consultation with CARB. CARB and the 3PA Grantee will collaborate on the contract deliverables and solicitation. CARB reserves the right, but not the obligation, to review said contract before it is signed. Experts retained for this purpose shall be required to fulfill all of the disclosure and other requirements that subcontractors are required to fulfill, pursuant to the terms of the 3PA Grant Agreement and this 3PA Solicitation.

11. Maintain and report records

The 3PA Grantee must:

- a. Establish and maintain records including, but not limited to, Technical Grantee applications, progress reports, reimbursement requests and invoices and other relevant program documents.

- b. Save all records securely maintaining confidentiality and regularly back them up. Maintain records throughout the duration of the grant term and an additional three years.
- c. Provide data updates as requested by CARB in relation to any projects.
- d. Provide periodic and, at minimum, monthly progress reports detailing project activity, funding records, and other deliverables identified by CARB.
- e. Upon completion of the program, 3PA Grantee must provide a final report that includes, at minimum, the following:
 - a. Total projects funded and project statistics based on location and type;
 - b. Total GHG emission reductions;
 - c. Progress made in enhancing workforce development across the State;
 - d. Progress made in facilitating information exchange across industry; and
 - e. Implementation challenges and lessons learned.

12. Conduct research as needed to support the goals of FRIP and as requested by CARB.

Additionally, the 3PA Grantee must consult with CARB throughout the implementation of FRIP when carrying out the tasks 1-12 identified above. The 3PA Grantee must schedule regular FRIP update meetings and provide monthly progress reports detailing program activity. As part of program oversight, CARB may request information and program documents including but not limited to incentive applications, program data, payment information, etc. All FRIP documents and materials must adhere to the requirements of the Americans with Disabilities Act (ADA).¹²

¹² ADA-compliance must be in accordance with the Web Content Accessibility Guidelines 2.0, or a subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria

CHAPTER 3 – APPLICATION SUBMISSION

3.1 APPLICATION MATERIALS

The application template (Appendix B) included in the Solicitation must be used by applicants. The following required elements are included in Appendix B:

- Attachment 1: Applicant Information
- Attachment 2: Applicant Experience and Qualifications
- Attachment 3: Project Implementation Plan
- Attachment 4: Proposed Budget
- Attachment 5: Applicant Resources to Implement the Project
- Attachment 6: References
- Attachment 7: STD. 204 Payee Data Record
- Attachment 8: Conflict of Interest Declaration
- Attachment 9: Compliance with the Law
- Attachment 10: Insurance Endorsement
- Attachment 11: Attestation of Readiness
- Attachment 12: Non-Collusion Declaration

3.2 APPLICATION INSTRUCTIONS

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

Complete applications must be submitted no later than 11:59 PM PDT on August 7, 2023 (the "Application Deadline"). Applicants will not be allowed to submit any additional records or materials after the Application Deadline. CARB will not accept any applications received after the deadline even if they were submitted before the deadline.

Applications will ONLY be accepted electronically by email. No applications shall be submitted by mail or in person. Submit the application package electronically to: FRIP@arb.ca.gov.

Once the application is submitted an email will be sent to the applicant acknowledging receipt of the application. If an applicant does not receive an email confirming receipt of the application within 24 hours of submittal, immediately contact the Solicitation Lead Aanchal Kohli at Aanchal.Kohli@arb.ca.gov or 916.282.6241. An application package consists of a signed and completed set of all documents identified in Appendix B, submitted as one document electronically (where possible).

All documents must be filled out completely. Where required, documents must be signed and dated, and all requested information must be provided in the application package. Applicants are only eligible to submit one application as the primary applicant under this Solicitation. If more than one application is received, the application that was received last will be considered.

Applications should be accurate, brief, and clear. To be considered a responsive (qualifying) application, applications must include all the elements identified in Section 3.1 of this Solicitation. An incomplete application will be rejected on its face as non-responsive (non-qualifying). Please do not include in the application any personally identifiable information, such as project staff home addresses, personal phone numbers, or personal email addresses. Business addresses, phone numbers and email addresses are required.

All information and data submitted as a response to this Solicitation are the property of CARB and will become a public record. If, in the sole and absolute discretion of CARB, no responsive or responsible proposals are submitted, CARB will not award a grant and will consider other options, such as reevaluating this Solicitation or resoliciting for applications.

CHAPTER 4 – APPLICATION EVALUATION AND SCORING

4.1 SCORING CRITERIA

Applicants who submit applications that do not meet the eligibility criteria listed in Section 2.1, are incomplete or not submitted by the Application Deadline (Section 3.2), are non-qualifying applicants and their application will not be evaluated. Rejected non-qualifying applicants will be notified of their application status within 30 days after the Application Deadline.

After screening out non-qualifying applications, CARB will evaluate responsive (qualifying) applications based on the criteria described below (Table 2). Each of the criteria are described in more detail below. The maximum score is 100 points. The qualifying applicant with the highest overall score will be selected as the proposed 3PA Grantee. The proposed 3PA Grantee will be required to sign a Grant Agreement with CARB to fulfill the duties of the 3PA Grantee (See Appendix A: Sample Grant Agreement).

CARB reserves the right, in its sole discretion, to cancel this Solicitation, re-solicit for a 3PA Grantee, or reject any or all applications received in response to this Solicitation. Pursuant to the 2018 Guidelines for Agencies Administering California Climate Investments (Funding Guidelines),¹³ CARB will also post basic information about all the applications submitted for consideration (excluding personally identifiable information for any private individuals). The minimum items that must be posted include the name of the applicant, the amount of funding requested, and the executive summary as required in Appendix B.

Table 2: Scoring Criteria for 3PA Applicants

Scoring Criteria	Maximum Points
A. Applicant Experience and Qualifications	25
B. Project Implementation Plan	35
C. Proposed Budget	20
D. Ability to Implement Program with Equity Considerations	10
E. Applicant Resources to Implement the Project	10
Total	100

A. Applicant Experience and Qualifications (25 points)

¹³ CARB, 2018; <https://ww2.arb.ca.gov/resources/documents/cci-funding-guidelines-administering-agencies>

Up to 25 points will be awarded based on the applicant’s ability to successfully act as a 3PA Grantee based on their experience, subject matter expertise and networks. Where relevant, experience should be substantiated with examples. The experience and qualifications of the applicant’s identified subcontractor(s) may be considered if their information is also fully provided in the application. The successful applicant should be able to demonstrate that they can fully implement the Scope of Work.

Applications will be evaluated based on the following elements and scored based on the scoring scale in Table 3:

- The proposed team’s verifiable technical experience and knowledge related to:
 - The State and national regulatory landscape for climate-friendly refrigeration technologies.
 - Climate-friendly, particularly ultra-low-GWP, refrigeration technologies and overcoming barriers to their adoption.
 - Enhancing workforce development and facilitating information exchange across the industry for climate-friendly refrigeration technologies.
 - Technology enhancements for climate-friendly refrigeration technologies that improve the energy efficiency and provide other co-benefits.
 - Utility incentive programs and other financing mechanisms applicable to climate-friendly refrigeration technologies.
 - Developing case studies and reports.
 - Successful stakeholder engagement and outreach, particularly with small and independent businesses.
 - Designing and implementing incentive programs.
 - Website development and maintenance.
 - Managing and analyzing large amounts of data.
 - Accounting for and handling large amounts of funding.
- Established relationships with refrigeration system owners/operators in California, manufacturers, engineering and consulting firms, contractors, and other relevant stakeholders in the climate-friendly refrigeration industry.
- The ability to adhere to expedited timelines and deliver timely high-quality deliverables.

Table 3: Scoring scale for Applicant Experience and Qualifications

Application Characteristics	Points Earned
Applicant lacks necessary experience and/or knowledge to successfully implement an incentive program for climate-friendly refrigeration technologies or similar programs and does not have a working relationship with equipment manufacturers, users of refrigerant technologies, or other relevant stakeholders.	0 – 5 points

Application Characteristics	Points Earned
Applicant has demonstrated moderate experience and knowledge necessary to successfully implement an incentive program for climate-friendly refrigeration technologies or similar programs and has a minimal working relationship with manufacturers, users of refrigerant technologies, or other relevant stakeholders.	6 – 15 points
Applicant clearly has the experience and knowledge needed to successfully implement an incentive program for climate-friendly refrigeration technologies or similar programs and clearly has working relationship with manufacturers, users of refrigerant technologies, or other relevant stakeholders.	16– 25 points

B. Project Implementation Plan (35 points)

Applicants will be evaluated based on the completeness of their plan for implementing FRIP and their ability to complete the work in a timely manner. The Project Implementation Plan must address how the applicant will implement all the tasks under the Scope of Work (Section 2.2). In addition, the plan must include a timeline for project completion that adheres to the legislative encumbrance and liquidation deadlines for FRIP. Include all work to be performed by the identified and/or unknown (at the time of submitting the application) subcontractor(s). Additional required fiscal, fiduciary, and other obligations are set out in the sample Grant Agreement (Appendix A) and must be followed; the application should demonstrate how these obligations will be met.

The applicant's Project Implementation Plan may include, but is not limited to, the following elements. Applications will be evaluated based on the following elements and scored based on the scoring scale in Table 4:

- Narrative that presents a clear, comprehensive, effective, and realistic description of how FRIP projects will efficiently be implemented and how key tasks identified in the Scope of Work will be completed.
- An implementation plan that aligns with the budget.
- 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.
- Outreach and education plan to engage a diverse group of potential Technical Grantees effectively. Strategies to focus outreach and education for small and independent businesses, particularly those located in low-income, disadvantaged, and rural communities and communities that are highly vulnerable to climate change.
- Plan to provide technical support to potential Technical Grantees to secure funding.

- Plan to review applications within 90 days from the date of submission.
- Approach to track Technical Grantee project progress, provide technical support, troubleshoot issues and other methods employed to ensure timely completion of Technical Grantee projects.
- Approach to mitigate actual or perceived conflicts of interest to ensure potential and selected Technical Grantees do not receive preferential treatment.
- Ability to properly account for (using Generally Accepted Accounting Principles), track and administer large amounts of funding.
- Plan to ensure that incentive payments will be processed and paid within no more than 30 calendar days upon receipt of a valid incentive payment request.
- Approach to collect, track, secure and report on program data comprehensively, timely and transparently.
- Flowcharts for administering processes.
- Plan for enhancing workforce development.
- Plan for facilitating information exchange across the industry.
- Plan for record retention and projects transfer plan.
- Plan for addressing changes in funding availability and scalability of the project.
- Approach to collect and analyze feedback from program applicants to increase effectiveness of future incentive programs.
- Relevant policies and procedures.
- Plan for communicating with CARB and engaging CARB regarding critical program decisions.

Table 4: Scoring Scale for Applicant's Project Implementation Plan

Application Characteristics	Points Earned
Project Implementation Plan is unclear, does not incorporate or address all the elements identified in the Scope of Work, and/or does not provide the highest impact for the funding provided.	0 – 9 points
Project Implementation Plan somewhat incorporates and addresses the elements identified in the Scope of Work, provides some details and recommendations for project implementation and matches the budget.	10 – 19 points
Project Implementation Plan mostly incorporates and addresses the elements identified in the Scope of Work, provides sound recommendations for effective and efficient project implementation and matches the budget.	20 – 29 points
Plan is sound and well organized, comprehensively incorporates and addresses all the elements identified in the Scope of Work, provides recommendations for effective and efficient project implementation and recommends high-impact activities that maximize the effectiveness of the budget.	30 – 35 points

C. Proposed Budget (20 points)

Applicants must lay out their proposed budget for completing the tasks to implement FRIP consistent with the Sample Grant Agreement (Appendix A), their Project Implementation Plan and the requirements of this Solicitation.

The budget must include the amount of funding which will include costs to cover implementation of all tasks identified in the Scope of Work. The proposed budget must include a description of any applicable commitments for in-kind services and match funding. The Implementation Funds for the 3PA Grantee shall not exceed 10 percent of the total project funding of \$40,000,000 (Note: any applications that are greater than 10 percent will be disqualified and are non-responsive). For a complete description of Implementation Funds, see Appendix A: Sample Grant Agreement. The budget should include cost associated with identified and unknown subcontractor(s).

In-kind services refer to goods or services contributed by the 3PA Grantee but not charged to the Program, which help to more effectively and efficiently meet the goals of the Program. Match funding refers to funds contributed by the 3PA Grantee to the Program to fund eligible cost for implementing the Program. Match funding is not required but encouraged.

Additional required fiscal obligations are set out in the Sample Grant Agreement (Appendix A) and must be followed. The application should demonstrate how these

obligations will be met. A sample budget is included in the Application Template (Appendix B).

The following elements will be considered in the evaluation and scored based on the scoring scale in Table 5:

- The applicant describes the types and amounts of support costs to be incurred such as: general administration support, technical assistance, stakeholder engagement, marketing, etc.
- The applicant demonstrates the support costs are reasonable and ensure the successful launch and implementation of the incentive program.
- Efficiencies in incentive program implementation are maximized.
- All potential risks and contingencies are identified and addressed.
- Provides sound justification for budgeted costs allocated to the tasks in the budget forms.

Table 5: Scoring Scale for Applicant' s Proposed Budget

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

D. Ability to Implement Program with Equity Considerations (10 points)

In the Project Implementation Plan, applicant explains their approach to prioritize outreach and application and project implementation assistance to small and independent businesses, particularly those located in low-income, disadvantaged, and rural communities and communities that are highly vulnerable to climate change.

Table 6: Scoring scale for Equity Considerations

Application Characteristics	Points Earned
The applicant does not clearly explain how they will prioritize engagement with and support small and independent businesses	0 – 4 points
The applicant clearly explains how they will prioritize engagement with and support for small and independent businesses	5 – 10 points

E. Applicant Resources to Implement the Project (10 points)

Applicant identifies the staff (including subcontractors, if any), infrastructure (e.g., offices, equipment, services), funding (e.g., grants, endowments), and other resources available to effectively and efficiently implement FRIP.

Application Characteristics	Points Earned
The applicant demonstrates, with limited clarity, the presence of some staff, expertise, infrastructure and funding resources to effectively and successfully implement FRIP.	0 - 5 points
The applicant has clearly demonstrated sufficient staff, expertise, infrastructure and funding resources to effectively and successfully implement FRIP.	6 - 10 points

CHAPTER 5 – ADMINISTRATION

5.1 COST OF DEVELOPING AN 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.

5.2 ERRORS

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

5.3 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.

5.4 DISPOSITION OF APPLICANT'S DOCUMENTS

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

5.5 APPLICANT'S ADMONISHMENT

This Solicitation contains the instructions governing the 3PA Grantee application process, including the required format of information and materials to be submitted, the eligibility criteria, and applicant responsibilities. Applicants must take the responsibility to read the entire Solicitation carefully, ask appropriate questions in a timely manner, submit a complete application with all required responses by the required date and time, and make sure that all procedures and requirements of the Solicitation are followed and appropriately addressed.

5.6 AGREEMENT REQUIREMENTS

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

CARB reserves the right to negotiate with applicants to modify the project scope, the level of funding, or both. If CARB is unable to successfully negotiate and execute a funding agreement with an applicant, CARB, at its sole discretion, reserves the right to withdraw the pending award and fund the next highest ranked eligible project. This does not limit CARB's ability to withdraw a proposed award for other

reasons, including for no cause or to take any other direction consistent with applicable law.

5.7 NO AGREEMENT UNTIL SIGNED

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

5.8 NO MODIFICATIONS TO THE GENERAL PROVISIONS

Because time is of the essence, if an applicant at any time, including after preliminary 3PA Grantee selection, attempts to negotiate, or otherwise seeks modification of, the General Provisions (included in Appendix A, Sample Grant Agreement), CARB may reject an application or withdraw a proposed award. This does not alter or limit CARB's ability to withdraw a proposed award for other reasons, including no cause.

5.9 PAYMENT OF PREVAILING WAGES

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

5.10 REMEDIES FOR NON-PERFORMANCE

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

Remedies may include:

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

5.11 SOLICITATION CANCELLATION AND AMENDMENTS

CARB reserves the right to do any of the following:

1. Cancel this Solicitation.

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

5.12 INSURANCE REQUIREMENTS

If selected, the 3PA Grantee must comply with all requirements outlined in the (1) General Provisions and (2) Insurance Requirements sections, below, and shall ensure that its subcontractors comply with these requirements as well. No payments will be made under the Grant until the 3PA Grantee fully complies with all insurance requirements.

1. General Provisions

- a. Coverage Term – Coverage needs to be in force for the complete Term of the Grant. If insurance is set to expire during the Term of the Grant, a new certificate must be received by the State at least ten days prior to the expiration of this insurance. Any new insurance must comply with the original Grant terms.
- b. Policy Cancellation or Termination & Notice of Non-Renewal – the 3PA 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 3PA Grantee agrees no work or services will be performed prior to obtaining such approval. In the event that the 3PA 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 3PA 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 3PA 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 3PA Grantee’s obligations under the Grant.

- h. Use of Subcontractor – In the case of the 3PA Grantee’s utilization of subcontractors to complete the Grant scope of work, the 3PA Grantee shall include all subcontractors as insureds under the 3PA Grantee’s insurance or supply evidence of the subcontractor’s insurance to the State equal to policies, coverages, and limits required of the 3PA Grantee.
 - i. Inadequate Insurance - Inadequate or lack of insurance does not negate the 3PA Grantee’s obligations under the grant.
- 2. Grant Insurance Requirements - The 3PA Grantee shall display evidence of the following on a certificate of insurance. Failure to provide the certificate upon request will result in the termination of the Grant. The following coverages must be evidenced on the certificate of insurance:
 - a. Commercial General Liability – The 3PA 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 contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract or Grant. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to 3PA Grantee’s limit of liability. The policy must name the State of California, its officers, agents, and employees as additional insureds, but only with respect to work performed under the Grant.
 - b. Automobile Liability – If the 3PA Grantee will be using vehicles to complete the project or driving a vehicle onto State property, automobile liability insurance is required. The 3PA 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 3PA Grantee must show proof of automobile liability. Failure to provide proof upon request will result in the termination of the Grant. The policy must name the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Grant.
 - c. Workers Compensation and Employers Liability – The 3PA Grantee shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Grant. In addition, employer’s liability limits of \$1,000,000 are required. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to the certificate.
 - d. Cyber Liability coverage, with limits not less than \$1,000,000 per occurrence or claim. Coverage shall be sufficiently broad to respond to

the duties and obligations as is undertaken by the 3PA Grantee in the grant agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well.

- e. Crime Insurance – Crime insurance requirements are negotiable at CARB’s sole discretion. At a minimum, the maximum amount of funding that the 3PA 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 3PA Grantee. The policy shall include as loss payee, the State of California, California Air Resources Board.

5.13 ADVANCE PAYMENTS

1. Consistent with the Legislature’s direction to expeditiously disburse grants, CARB in its sole discretion may provide advance payments of Grant Funds (after a Grant Agreement has been fully executed for costs incurred after Grant Agreement execution) 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.
2. All advance payment requests must comply with the Advance Payment regulations found at California Code of Regulations (C.C.R.), title 17, sections 91040 to 91044.
3. Recognizing that appropriate safeguards are needed to ensure Grant Funds are used responsibly, CARB has developed the Grant conditions described below to establish control procedures for advance payments. CARB may provide advance payments if CARB determines ALL of the following conditions exist:
 - 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 Agreement or budgetary controls.
 - c. This Solicitation sets out the terms and conditions under which an advance payment may be received consistent with the Advance Payment regulations (17 CCR 91040 et seq).
 - d. The Grantee selected 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 California Franchise Tax Board and United States 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 includes project schedules, timelines, milestones, and the Grantee's fund balance for all state Grant programs.
 - v. CARB will consider the available fund balance when determining the amount of the advance payment.
 - vi. Grantee reports to CARB any material changes to the spending plan within 30 days.
 - vii. Grantee agrees to not provide advance payment to any other entity or person.
4. Pursuant to the Grant Agreement terms, in the event of the nonperformance of the selected Grantee, CARB will require the full recovery of the unspent moneys. The Grantee will provide a money transfer confirmation within 45 calendar days upon the receipt of a notice from CARB.
5. The selected 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.
6. The selected Grantee will also submit a certification to CARB pursuant to 17 CCR section 91043 for each advance payment request.
7. CARB may provide an advance of the direct Project costs of the Grant, if the Project has moderate reserves and potential cash flow issues. Advance payments will not exceed the selected Grantee's interim cash needs.
8. The selected Grantee assumes all legal and financial risk of the advance payment.
9. The selected Grantee will place funds advanced under this section in an interest-bearing account. The selected Grantee will track interest accrued on the advance payment. Interest earned on the advance payment will only be used for eligible Grant-related expenses as outlined in the executed Grant Agreement or will be returned to CARB.
10. The selected Grantee will report to CARB the value of any unused balance of the advance payment and interest earned on the advance payment and submit quarterly fiscal accounting reports consistent with the financial reporting provisions of the executed Grant Agreement.

11. The selected Grantee will remit to CARB any unused portion of the advance payment and interest earned on the advance payment by not later than the date specified in the executed Grant Agreement, or, alternatively, the reversion date of the appropriation, whichever is earlier.

5.14 OTHER REQUIREMENTS

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

1. **Incurring Costs** – This Solicitation does not commit CARB to award, nor does it commit CARB to pay, any costs incurred by any applicants resulting from the submission of an application or participation in the Solicitation process (including but not limited to travel expenses). Furthermore, no reimbursable cost shall be incurred by an application in anticipation of a Grant award. All costs associated with Solicitation participation, application preparation, travel, interview preparation and attendance are the sole responsibility of each submitting applicant. Submitted applications become the property of CARB and will not be returned.
2. **Claims against CARB** – Each applicant acknowledges, accepts, and understands that neither applicant’s organization nor any of applicant’s representatives shall have any claims whatsoever against the CARB or any of its respective officials, agents, or employees arising out of or relating to this Solicitation or these Solicitation procedures, except as between CARB as Grantor and applicant as Grantee, as set forth in the terms of a definitive grant agreement signed by authorized representatives of the Grant and the selected Grantee.
3. **Basis for Proposal** – Only information supplied by CARB in writing as a part of this Solicitation process may be relied upon for the preparation of an application.
4. **Form of Application** – No oral, telephone, facsimile, or mailed applications will be accepted.
5. **Amended Proposal** – Applicants may only submit an amended application before the Application Deadline. Such amended applications must be a complete replacement of a previously submitted application package and must be clearly identified as such in the cover letter transmitting the new application (the “ Letter of Transmittal”). CARB personnel will not merge, collate, or assemble application materials. Once received, the new amended application package will replace the previously submitted application package in its entirety. All amended application packages must be submitted and received by the Application Deadline.

- 6. Withdrawal of Application** – Applicants may withdraw their applications at any time. The Applicant must submit a written withdrawal request signed by the Applicant’s duly authorized representative addressed and submitted to the Solicitation Lead.
- 7. No Late Applications** – In order for an application to be considered, the complete application package must be sent electronically to FRIP@arb.ca.gov and received by the Application Deadline. An application that was sent but not received by the Applicant Deadline is a non-qualifying application.
- 8. No Public Opening** – There will be no public opening of the application packages for this Solicitation.
- 9. California Public Records Act (CPRA)** – All documents, information and records provided to or made available to CARB in response to this Solicitation become the sole and exclusive property of CARB. CARB is a public agency subject to the disclosure requirements of the California Public Records Act (“ CPRA”). If trade secret or proprietary information is contained in documents or other information submitted by the applicant as a part of the application package, and the applicant has expressly claimed that such information falls within one or more CPRA exemptions, then the applicant must clearly mark such information “ CONFIDENTIAL AND PROPRIETARY” and identify the specific lines containing the confidential information on each document before submitting the application package to CARB. In the event of a request for such information, CARB will make reasonable efforts to provide notice to the applicant prior to disclosure under the CPRA. If the applicant contends that any documents are exempt from the CPRA and wishes to prevent disclosure, the applicant is required at its own cost, liability, and expense to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Sacramento County at least three (3) business days before CARB’s deadline to respond to the CPRA request. If the applicant fails to obtain such a court remedy within said timeframe, then CARB may, at its discretion, disclose the requested information and CARB shall not be liable or responsible for such disclosure. Applicant agrees that it shall defend, indemnify, and hold CARB harmless for, from and against any and all claims that may or do result from denial by CARB of a CPRA request for any applicant information.
- 10. Confidentiality** – All data and information obtained from CARB by the applicant or provided to the applicant or its agents in this Solicitation process, including reports, recommendations, specifications, and other data, shall be treated by the applicant, and its agents, representatives, sub-consultants, assigns, and employees, as confidential. The applicant and its agents, assigns, employees, sub-consultants, and representatives shall not disclose/communicate this information to a third party or use it in advertising, publicity, propaganda, or in another job or jobs, unless written

consent is obtained from the CARB. In addition to the requirements of the CPRA, CARB may be under other legal obligations for release or disclosure of the information contained in any application package submitted and makes no warranty or representation that such information and accompanying documents will not be released where required or allowed to be released by applicable law.

- 11. Electronic Mail Address** – Communications regarding this Solicitation will be conducted by electronic mail (email). Potential applicants agree to provide a valid email address with the application package. CARB is not responsible or liable for email communications that do not make it to the intended destination (receiver).
- 12. Use of Electronic Versions of the Solicitation** – This Solicitation is made available by electronic means. In the event of conflict between a version of the Solicitation in the applicant’s possession and the version maintained by the Solicitation Lead, the version maintained by the Solicitation Lead will govern.
- 13. Americans with Disabilities Act (ADA) Language** – If selected, the 3PA 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 and/or by any of its Recipients, 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. Part 1194) (collectively, the “Accessibility Requirements”). For any Work provided to CARB in PDF format, Grantee, along with its Recipients, shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign).
 - a. 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 accessibility of deliverables provided under this Grant. Grantee must bring into compliance, at no cost to CARB, any Work by Grantee, or its Recipients, 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 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.

- 14. Assignment of Clayton Act, Cartwright Act Claims** – In submitting an application to this Solicitation, the responding person and/or entity offers and agrees that, if the application is accepted and results in the execution of a Grant Agreement, then it will assign to CARB all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) and, where applicable, under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from or relating to any and all purchases of goods, materials, or services by said responding person and/or entity relating to the Grant Agreement obligations.
- 15. CARB Rights** – the CARB reserves the right to do any of the following at any time:
- a. Reject any or all application(s), without indicating any reason for such rejection;
 - b. Waive or correct any minor or inadvertent defect, irregularity, or technical error in an application, in the Solicitation or the Solicitation process, or as part of any subsequent grant negotiation;
 - c. Request that an applicant or applicants supplement or modify all or certain aspects of a submittal or other documents or materials that have been submitted;
 - d. Terminate the Solicitation at any time (even after an intent to award has been determined), and at CARB' s sole discretion, issue a new Solicitation;
 - e. Procure services or issue grants specified in this Solicitation by any other legal means;
 - f. Modify the selection process, the grant terms, or the contents or format of the forms, conditions, instructions or requirements;
 - g. Extend or modify deadlines specified in this Solicitation or in the grant agreement, including deadlines for accepting applications;
 - h. Modify any terms and/or conditions of the sample Grant Agreement (Exhibit B);
 - i. Terminate failed negotiations without liability, and negotiate with other applicants;
 - j. Negotiate with any or none of the applicants;
 - k. Disqualify any applicant or Grantee on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the applicant or other data available to CARB;

- l. Eliminate, reject, or disqualify an application from any applicant who fails to submit a responsive application or who later fails to demonstrate that they are a responsible applicant, as determined solely by CARB; and
- m. Accept all or a portion of an application.

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

17. Prohibition of Gifts – CARB officials are subject to several legal and policy limitations regarding receipt of gifts from persons, firms or corporations either engaged in business with CARB or proposing to do business with CARB. The offering of any gift may be grounds for disqualification.

To avoid even the appearance of impropriety, applicants intending to submit or submitting an application shall not offer any gifts or souvenirs, even of minimal value, to any CARB officers, employees, or advisors.

18. Nondiscrimination – In the performance of the Grant Agreement, the applicant acknowledges, agrees and understands that the selected Grantee and all of its contractors, subcontractors, subgrantees, affiliates, employees, agents and assigns shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or veteran or military status, nor shall any employee be discriminated against or harassed based on a request for or because of taking family-care leave, medical-care leave, or pregnancy-disability leave. The applicant acknowledges, agrees and understands that the selected Grantee and its contractors, subcontractors, subgrantees, affiliates, employees, agents and assigns shall ensure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment. Furthermore, the selected Grantee and its contractors, subcontractors, subgrantees, affiliates, employees, agents and assigns shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing

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Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4.1 of title 2 of the California Code of Regulations, are incorporated into the Grant Agreement and into this Solicitation by this reference, and made a part hereof as if set forth in full. The selected Grantee, its contractors, subcontractors, subgrantees, affiliates, employees, agents and assigns, is required to give written notice of their, its, his, her obligations under this clause to all labor organizations with which there exists collective bargaining or other agreement.

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

- 19. Environmental Justice** – In the performance of the Grant Agreement, the applicant acknowledges, agrees, and understands that the selected Grantee is required to conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, genders, cultures, and income levels, including minority populations and low-income populations of the State of California. Equal access includes, but is not limited to, ensuring language barriers are fully addressed to the satisfaction of CARB and as otherwise required by local, state, or federal law.
- 20. Funding Prohibitions for Sectarian Purposes and Non-Public Schools** – Grant recipients may use or authorize the use of CARB funds only in any manner that is consistent with applicable laws, including California Constitution, article XVI, section 5, article IX, section 8, and federal law. CARB reserves the right to obtain additional information from applicants and selected 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 denial of grant funding or termination of an existing grant agreement.
- 21. Non-Conforming Submissions** – A submission may be construed (at CARB’s sole discretion) as a non-conforming proposal, ineligible for consideration or incomplete if it does not comply with all of the requirements of this Solicitation. Such submissions shall be treated as non-qualifying (non-responsive) applications.
- 22. Conflict of interest** – Government Code Section 87104 prohibits public officials of CARB, which includes any member, officer, employee, or consultant of a CARB advisory body, from making a formal or informal appearance before, or oral or written communication to CARB for the purpose of influencing a decision by CARB on a grant or other entitlement for use, such as a contract, loan, license, or permit. Prohibited communications include grant applications, letters, emails, phone calls, meetings, or any other form of oral or written communication within or outside of a public committee meeting with CARB, or

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CARB staff, for the purpose of influencing a CARB decision on an application for funding submitted to CARB. A knowing or willful violation of this section may result in a member being guilty of a misdemeanor and fined up to the greater of \$10,000 or three times the amount of an amount unlawfully received. If a court determines a violation occurred and that the official action might not otherwise have been taken or approved if not for the prohibited communication, the grant may be voided. (See Gov. Code §§ 91000, 91003.)

- a. For this reason, CARB officials, including but not limited to advisory body members, also may not be a signatory, or administrator on a grant application, or on any resulting grant agreement. Such individuals should not be listed on the grant application except as necessary to show their role in the organization.
- b. Note that an advisory body member's organization may continue to be eligible for a grant. However, the grant must not follow any communications for purposes of influence by the advisory body member on CARB's decision on that grant agreement. Additionally, that organization would need to identify a different member of the organization to sign or be the administrator for any applications and awarded grants.
- c. Please also note that applications from organizations affiliated with CARB Board members may require additional review and Board approval. Although CARB will make every effort to obtain required review and approval in a timely manner, this may delay grant execution and/or distribution of funds.
- d. Therefore, by submitting an application to this Solicitation, each applicant certifies, acknowledges, accepts and agrees that it is in compliance with applicable state and federal conflict of interest laws at the time it submits its application to this Solicitation and shall remain in compliance with all such laws during the Solicitation process, and, if selected, during the Term of the fully executed Grant Agreement, and during all extensions. Said applicant acknowledges, accepts, agrees and certifies that it will have no interest, and will not acquire any interest, direct or indirect, which will conflict with its ability to impartially perform under, or complete the tasks described in, the Sample Grant Agreement (Appendix A), and will disclose in its application any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in an applicant's ability to perform and carry out all obligations under the Grant Agreement. Each applicant must immediately advise CARB in writing of any potential new conflicts of interest.

23. No Right to Protest – Applicant acknowledges, understands, and agrees that consideration for and award of a grant is fully discretionary and at no time shall applicant be entitled to protest, appeal, or challenge a decision to reject or

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accept an application, disqualify an applicant or an application, or withdraw or amend the Solicitation in whole or in part.

- 24. Executive Order N-6-22 – Russia Sanctions:** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts and grants with, and to refrain from entering any new contracts and grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that a grantee, contractor, or subcontractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the grantee, contractor or subcontractor advance written notice of such termination, allowing the grantee, contractor, or subcontractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.