

GRANT SOLICITATION

Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP)

Mobile Source Control Division
California Air Resources Board
June 13, 2023



California Air Resources Board
Hybrid and Zero-Emission Truck and Bus Voucher
Incentive Project

Table of Contents

I.	SUMMARY	1
II.	BACKGROUND	1
III.	AVAILABLE FUNDING	3
IV.	TERMS OF THE AGREEMENT AND OPTIONS TO EXTEND.....	4
V.	ADVANCE PAY.....	4
VI.	ELIGIBILITY	5
VII.	SCOPE OF WORK	6
VIII.	APPLICATION INSTRUCTIONS.....	19
IX.	APPLICANT ZOOM CONFERENCE	21
X.	REQUIRED ELEMENTS	21
XI.	EVALUATION AND SCORING	22
XII.	ADMINISTRATION	29
	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 Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP) for Fiscal Year (FY) 2022-23 with an option to renew for a new Grant Agreement for each of the following two years for FY 2023-24 and FY 2024-25. The FY 2022-23 Funding Plan for Clean Transportation Incentives (Funding Plan)¹, approved by the Board in November 2022, allocated \$265 million for standard HVIP with an additional \$325.38 million for set-aside categories.

HVIP accelerates market transformation by incentivizing the purchase of zero-emission heavy-duty trucks and buses for California fleets by providing vouchers for purchasers and lessees for eligible vehicles on a first come, first-served basis. HVIP provides increased incentives for fleets purchasing zero-emission vehicles located in disadvantaged communities with a goal of at least 50 percent of HVIP funding supporting vehicles domiciled in disadvantaged communities. In addition, HVIP incorporates set-asides for school buses, drayage, and transit vehicles.

HVIP stimulates the development, deployment, and commercialization of advanced vehicle technology. These technologies are critical to help California meet its near- and long-term air quality and climate change goals. Additionally, the project benefits the citizens of California by providing immediate air pollution and greenhouse gas emission reductions.

HVIP will continue to be administered and implemented through a partnership between CARB and a Grantee, selected via this competitive solicitation. Eligible applicants wishing to apply for the role of project administrator must submit an application electronically to CARB no later than 5:00 p.m. (PT) August 29, 2023. More information regarding the application process can be found in Section VIII, Application Instructions of this solicitation.

II. BACKGROUND

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

As required in Health and Safety Code (HSC) Section 44274(a), the Board adopted regulatory guidelines in 2009 for AQIP. The Guidelines for the AB 118 Air Quality Improvement Program (Guidelines) define the overall administrative requirements,

¹ The approved Fiscal Year 2022-23 Funding Plan for Clean Transportation Incentives <https://ww2.arb.ca.gov/our-work/programs/low-carbon-transportation-investments-and-air-quality-improvement-program/low-1>

policies, and procedures for program implementation based on the framework established in statute.

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

SB 1204 (Lara, Chapter 524, Statutes of 2014) guides CARB’s heavy-duty vehicle investments funded with Cap-and-Trade auction proceeds. SB 1204 creates the California Clean Truck, Bus, and Off-Road Vehicle and Equipment Technology Program intended to help accelerate the introduction of the next generation of cleaner heavy-duty vehicles and engines with a priority on projects that benefit priority communities. Among other requirements, SB 1204 directs CARB to develop an annual framework and plan to guide these investments.

Senate Bill (SB) 1403 (Lara, Chapter 370, Statutes of 2018) guides CARB’s heavy-duty vehicle investments funded with Cap-and-Trade auction proceeds. SB 1403 extended the California Clean Truck, Bus, and Off-Road Vehicle and Equipment Technology Program created under SB 1204 (Lara, Chapter 524, Statutes of 2014). The Heavy-Duty Investment Strategy included in the annual Funding Plan is designed to help address this requirement.

AB 794 (Carrillo, Chapter 748, Statutes of 2021) directs CARB to implement new compliance verification requirements regarding labor standards for drayage and short haul trucking fleets participating in applicable CARB incentive programs beginning in FY 2022-23. The bill requires these fleets to provide a self-attestation and demonstrate that they do not have any “applicable law violations,” which the bill defines as a final determination, order, judgment, or award issued against a fleet purchaser of vehicles for engaging in illegal conduct related to the misclassification of employees as independent contractors, including the failure to pay wages, imposing unlawful expenses on employees, etc. AB 794 also allows third parties to report to CARB that a trucking fleet has failed to provide a truthful attestation. If the third party can substantiate these allegations, then, CARB must evaluate the report to determine whether the fleet has failed to comply with applicable laws. AB 794 also requires

CARB to develop a new website to display disclosures and attestations from short-haul and drayage trucking fleets that receive an incentive.

The project will fund commercialized zero-emission on-road technologies, facilitate GHG emission reductions, and further the purposes of AB 32, the more recent Senate Bill (SB) 32 (Pavley, Chapter 249, Statutes of 2016), which codified a 2030 GHG emissions reduction target of 40 percent below 1990 levels, SB 1 (Beall, Chapter 5, Statutes of 2017), and related statutes.

The Board, on November 17, 2022, approved the FY 2022-2023 Funding Plan for Clean Transportation Investments (Funding Plan) and allocated \$1,787 million to HVIP, \$587.73 million of which is included in this solicitation.

III. AVAILABLE FUNDING

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

For FY 2022-23, the Board approved a funding plan that included \$265 million for standard HVIP, as well as funding for several set-asides to be administered through HVIP including \$70 million for zero-emission public transit buses, \$135 million for zero-emission public school buses, \$157 million for zero-emission drayage trucks, and \$35 million for the Innovative Small e-Fleets pilot. To avoid disruptions to the program, \$19 million of the zero-emission public school bus funding and \$40 million of the zero-emission drayage truck funding was added to the FY 2021-22 grant agreement. A small portion of the funding appropriated by the Board is utilized to support CARB administration. Additionally, the Board approved \$1.125 billion for local educational agency school bus replacement grants. While CARB will retain control of the \$1.125 billion in school bus replacement grant dollars and be the party responsible for paying out the replacement grants, the Grantee will support outreach efforts and will review and track voucher requests for the school bus replacement grants. In total \$587.73 million will be administered under this grant agreement. The majority of these funds will be utilized as vouchers for eligible vehicles and equipment, but up to 5 percent of the total funding available can be designated by the Grantee for voucher processing fees. For more information on voucher processing fees, see Appendix B: Sample Grant Agreement.

The Funding Plan provides additional information on the FY 2022-2023 project categories and requirements for technical project implementation.

IV. TERMS OF THE AGREEMENT AND OPTIONS TO EXTEND

The Grant "Term" for the Grant Agreement between CARB and the Grantee will be from the date of grant execution until April 1, 2024 or for as long as the funding remains encumbered and administrative funds remain available. CARB, in its sole discretion, may award a new Grant Agreement to the Grantee selected in response to this solicitation each following year for FY 2023-24 and FY 2024-25, under similar terms and conditions. The Grantee understands and agrees that there is no guarantee that the subsequent FY 2023-24 and FY 2024-25 Grant Agreements will be awarded.

V. ADVANCE PAY

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.

CARB has finalized Advance Payment regulations which become effective on January 1, 2021. Grant Agreements 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.

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- 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 Section VII.D. Recordkeeping and Reporting of the Sample Grant Agreement (also see Section L of the Sample Grant Agreement).
- L. Grantee shall remit to CARB any unused portion of the advance payment and interest earned within 90 days following the end date of the final Grant Agreement term, or the reversion date of the appropriation.

VI. ELIGIBILITY

This competitive solicitation is open to local air districts, other California-based public entities (e.g., public agencies, municipalities, counties, special districts), or California -based non-profit organizations. Specific requirements for the Grantee are

described in this solicitation and in the Implementation Manual for HVIP² and Sample Grant Agreement (see Appendix B).

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

If the applicant is anticipating subcontracting, and the subcontractor is known at the time of Application submission, the applicant and subcontractor(s) relationships must be disclosed in the Application. If subcontractor(s) are subject to a public process for approval, that process must be fully disclosed in the application, including who must approve contracts, the process for approval, and the anticipated timelines for approvals. All disclosures required of applicants are also required of subcontractor(s) at the time of Application submission. 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) are selected.

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

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

VII. SCOPE OF WORK

The Grantee under CARB guidance, is responsible for the on-the-ground project implementation of distributing vouchers for eligible vehicles, including, but not limited to the following tasks:

The Grantee will be required to perform the following tasks:

A. Program Planning, Development, and Implementation

- i. Finalize and update the Implementation Manual in consultation with CARB throughout the grant term.
- ii. Develop a policies and procedures document and flow chart that describes the Grantee's administrative action for processing vouchers. Examples include details on acceptable supporting documentation for

² The current Implementation Manual and previous versions are available for review at <https://www.californiahvip.org/resources/#implementation-manuals>. A new implementation manual will be developed in coordination with the selected Grantee and will reflect any policy changes enacted at the November 17, 2022 Board Meeting.

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voucher applications, process for voucher payments, fiscal procedures, protocols for recording CARB case-by-case approvals, and recordkeeping and audit procedures.

- iii. Coordinate with CARB and project administrators for CARB's other projects, as necessary, to ensure streamlined implementation of all projects in a way that is easy for the consumer to understand. This includes, but is not limited to, revising definitions as necessary, coordinating outreach efforts, and assisting in the development of outreach materials.
- iv. Participate in CARB-approved events (e.g. CARB Board hearings, press events, conferences, forums, symposiums, etc.) to represent HVIP.
- v. Develop, implement, and host public events that showcase eligible vehicles for interested stakeholders and the public as appropriate.
- vi. Facilitate the engagement of stakeholders, including underserved communities and priority populations during technical project implementation.
- vii. Support CARB in responding to questions from the Governor's office, Legislature, other state agencies, and media.
- viii. Support CARB in determining compliance with AB 794 (Chapter 748, 2021), which requires that the fleets that purchase new drayage trucks through CARB programs meet specified labor standards.
- ix. Establish a standardized data collection regime for all CARB funded projects, which is consistent with CARB policies, and applicable state and federal laws.
- x. Assist CARB in data collection and reporting as required, including the use of HVIP Funds into the California Climate Investments Reporting and Tracking System (CCIRTS).
- xi. Collect data for public dashboards and portals.
- xii. Assist in the tracking of zero-emission vehicle sales by manufacturer in California and in other states as needed to understand zero-emission technology demand and funding needs and in light of regulatory requirements.
- xiii. Support infrastructure solutions, including providing mobile and temporary charging equipment as requested by CARB.
- xiv. At the discretion of CARB, help engage vehicle and equipment manufacturers to understand current technological trends in the market.
- xv. Assist CARB in updating the heavy-duty three-year plan on an annual basis starting with the FY 2023-24 Funding Plan by providing information

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to CARB upon request. Information requested by CARB may include, but not limited to, the following:

- a.) Status of the heavy-duty market
 - b.) Market and technical analysis on commercialized and emerging vehicle and equipment and infrastructure to determine the state of technologies
 - c.) Barriers and potential solutions
 - d.) Develop metrics to show progress in implementing zero-emission technologies in the heavy-duty and off-road sectors.
 - e.) Prepare Industry Examples (case studies) that provide current examples of successful implementation of zero-emission heavy-duty vehicles, equipment, and supporting infrastructure.
 - f.) Recommendations to improve HVIP and heavy-duty incentive programs
 - g.) Role of incentives and how incentive programs can complement near-term regulatory measures
 - h.) Review other heavy-duty incentive programs from CARB and other local, State, Federal, and international agencies that support the commercialization and deployment of advanced clean heavy-duty vehicles and technologies
 - i.) Coordinate with heavy-duty vehicle technology providers and end user fleets, including school bus fleets, to forecast sales
 - j.) Document findings and update the three-year heavy-duty investment strategy as part of the annual AQIP Funding Plan
- xvi. Assist CARB in updating the HVIP chapter of CARB's Funding Plan on an annual basis starting with the FY 2023-24 Funding Plan by providing information and support to CARB upon request.
 - xvii. Facilitate collaboration and coordination with other local, State, Federal, and international agencies on zero-emission incentive programs and supportive policies, including regulations.
 - xviii. Support and help to inform CARB's determination of appropriate base voucher amounts for eligible vehicles and voucher enhancement amounts outlined in the Implementation Manual.
 - xix. Support CARB efforts to implement the recommendations of the February 2021 report by the California State Auditor, "Improved Program Measurement Would Help California Work More Strategically to Meet Its Climate Change Goals". This includes, but is not limited to,

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collecting and tracking data that distinguishes between the benefits of incentives and complementary regulations, and the extent to which HVIP incentives motivate a fleet purchase decision.

- xx. Closely communicate with CARB to ensure that the most current vehicle eligibility list is being used.
- xxi. Evaluate, help CARB develop, and/or implement innovative strategies to deploy advanced clean vehicles that will help reduce barriers to adoption, such as cost, lack of knowledge with new technologies, insurance requirements, maintenance, and infrastructure. Strategies include vehicle lease solutions, financing, secondary lease market for zero-emission vehicles and other innovative strategies that will help support the purchase of zero-emission heavy-duty vehicles by small fleets and in disadvantaged communities.
- xxii. Gather and provide cost information to help support CARB's determination of the estimated aggregated cost of new conventionally-fueled vehicles or equipment that could perform the same function as the vehicles for which manufacturers seek eligibility. This information will be used to calculate the incremental cost. This will be performed for each eligible equipment category outlined in the Implementation Manual and reviewed periodically as market shifts take place. This cost will be determined on an equipment-specific basis and informed by discussions with fleets and other stakeholders, market data, and/or other relevant information.
- xxiii. Meet all applicable requirements of the following: any applicable statutes; all applicable Funding Plans; CARB's Funding Guidelines³ this Solicitation; Appendix B: Sample Grant Agreement; the final Grant Agreement; and the HVIP Implementation Manual including any future updates and/or revisions issued during the grant term. The Grantee must also ensure its subcontractors meet all the aforementioned requirements, as applicable. CARB's Funding Guidelines and Funding Plan are available at: www.arb.ca.gov/msprog/aqip/aqip.htm.
- xxiv. CARB will manage, oversee, and administer quality control and timely delivery of deliverables, ensuring that voucher recipients, dealers, and subcontractors fulfill their obligations and responsibilities under the Terms and Conditions.
- xxv. CARB reserves the right to request participation in ongoing research efforts that support the HVIP and CARB goals.

³ CARB, 2018; <https://ww2.arb.ca.gov/resources/documents/cfi-funding-guidelines-administering-agencies>

B. Public Outreach and Workforce Development

- i. Prepare outreach and educational materials, in consultation with CARB, and work with community-based organizations (CBOs) to:
 - a.) Conduct statewide public outreach necessary to educate local community members about the benefits of the local projects and about technical training opportunities that may result from such projects.
 - b.) Conduct statewide public outreach necessary for the Project to be successful.
 - c.) Conduct statewide public outreach to vehicle dealers and fleets, especially small fleets, and work with community-based organizations (CBOs) necessary for the Project to be successful.
 - d.) Advise CARB on potential additional opportunities for outreach and technical assistance.
- ii. The Grantee shall clearly identify an outreach plan that contains, at minimum:
 - a.) The types of outreaches planned (e.g. printed materials, web based, and social media).
 - b.) Outreach materials, such as fact sheets, infographics, and other multimedia tools, such as videos, readily accessible on the website or social media platforms.
 - c.) Translation services for CARB staff and documents to support the Program.
 - d.) Targeted outreach in disadvantaged communities (based on CalEnviroScreen 4.0).
 - e.) A list of CBOs by region that will partner with the Grantee.
 - f.) A strategy to support organizations and groups that are representative of disadvantaged communities and that are connected to a network of similar organizations, institutions, and community service providers to provide education, technical assistance, ride opportunities, etc. to these communities.
 - g.) A strategy to engage lower-income and disadvantaged communities through activities relevant to the community being served.
 - h.) A strategy to increase the awareness of fleets and dealers of the incentives to spur the adoption of advanced clean heavy-duty vehicles and equipment statewide and to support dealerships and

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manufacturers in reaching out to sales staff and consumers to ensure widespread awareness of the program.

- i.) Dealer trainings (possibly on site) and public question and answer sessions.
- j.) Conduct technical assistance to fleets to spur the adoption of advanced clean heavy-duty vehicle and equipment statewide. Technical assistance could include one-on-one support, fleet case management, infrastructure planning, fleet electrification reports, personalized referrals and personalized follow up and must include:
 - 1) Assistance to fleets in the planning necessary to adopt advanced clean heavy-duty vehicles and equipment.
 - 2) Assistance to fleets in the planning necessary to ensure fueling infrastructure is available to operate advanced clean heavy-duty vehicles and equipment; and
 - 3) Collection of fleet information and lessons learned through interactions to encourage continuous improvements to the services provided, marketing techniques, and industry relationships needed to execute the adoption of advanced clean heavy-duty vehicles.
- k.) Public recognition of fleets that are deploying zero-emission heavy-duty vehicles and facilitate broad public awareness of zero-emission technology availability and recognizes:
 - 1) Fleets based on percentage of zero-emission vehicles that make up the fleet, with the understanding that the percentage will increase over time.
 - 2) Fleets who meet recognition standards to assist entities who have prioritized the hiring of zero-emission vehicles for their shipping purposes.
 - 3) Entities who hire fleets that meet set recognition standards.
- l.) Interaction with fleets through focus groups or other mechanisms to gain a better understanding of fleet requirements and solutions to enable zero-emission heavy-duty vehicle adoption.
- iii. Execute Memorandums of Understanding, subcontracts, or other agreements with regional or centralized community-based organizations to support local organizations that conduct on-the-ground outreach and education activities that support HVIP.
- iv. Develop/maintain a user-friendly public website that may be hosted by CARB, the Grantee, or a CARB approved third party. The website, and all

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content posted thereto must be ADA-compliant, 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. The website must include, at a minimum:

- a.) General project information and instructions on how to participate.
 - b.) A list of eligible vehicles and related equipment, and associated voucher amount.
 - c.) Voucher request and voucher redemption forms which include terms and conditions to which purchasers must attest or commit.
 - d.) Real-time voucher statistics, including vouchers requested and vouchers redeemed, dollars awarded by funding source, available and expended funds, location of voucher, and other statistics as defined by CARB such as vehicle type and location, vocation, and either where purchased or domiciled.
 - e.) A mapping tool that provides a visual representation of where vouchers are being requested and/or disbursed.
 - f.) A mapping tool to track the number of zero-emission vehicles, ordered and deployed in California as part of HVIP and other incentive programs administered by CARB and other public agencies.
 - g.) A mapping tool to track zero-emission school bus population in California and provide data visualization, hosting, and download capabilities for public access.
 - h.) User survey data to display information such as demographics, buying experience, motivations to purchase, decision-making process, etc., upon request by CARB.
 - i.) Applicable documents and forms related to the Project.
 - j.) Other information to support fleets including infrastructure funding information and links to other funding sources
- v. Develop, make available, and distribute language-specific and culturally-appropriate materials, to be determined by CARB which will be used for the effective implementation of HVIP. Language-specific materials must include, but are not limited to, the following:
- a.) Outreach and education materials.
 - b.) Website.
 - c.) Owner requirements.
 - d.) Terms and conditions agreement forms.

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- e.) Frequently asked questions; and
- f.) Grantee contact information.
- vi. Train and approve vehicle dealers for participation in HVIP based upon eligibility criteria identified in the Implementation Manual.
- vii. Respond promptly to legislative and public requests regarding HVIP in coordination with CARB.
- viii. Work with vehicle manufacturers to create a list of dealerships authorized to submit voucher requests and receive HVIP voucher payments.
- ix. Develop methodology to ensure that authorized dealerships respond to requests from fleets and track and respond to complaints made against individual dealers.
- x. Organize outreach events to showcase zero-emission truck technology including displays of zero-emission vehicles.
- xi. Develop and provide outreach materials, to be determined by CARB, which will be used to help inform fleets and stakeholders about how to access HVIP, describe advanced clean technologies, and/or acknowledge California Climate Investments as a source of funding. Outreach materials may include, but are not limited to, the following:
 - a.) Posters;
 - b.) Stickers; and
 - c.) Pamphlets, flyers, and banners.

C. Voucher Distribution and Processing

- i. Ensure participating equipment manufacturers, vehicle dealers, purchasers and lessees meet all applicable HVIP requirements.
- ii. Support three-year ownership and lease-term requirements by identifying and reporting voucher recipients to CARB who are at risk of not meeting the requirements.
- iii. Track and report vehicle resale inquiries to CARB.
- iv. Contact voucher recipients that have, or will potentially sell their vehicle early (See Section D(2) of the Implementation Manual).
- v. Review required documentation prior to voucher redemption. Documents may include, but are not limited to, the following:
 - a.) Signed Final Invoice – must show the final purchase price less the voucher amount and any other additional incentive funding. It must also provide line items listing:

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- 1) Vehicle or equipment base price.
 - 2) Price of equipment upgrades (i.e., non-standard features).
 - 3) Sale price of any other equipment supported by HVIP.
 - 4) Voucher discount, including all voucher enhancements itemized.
 - 5) All applicable taxes and fees.
- b.) Financing/Lease Documentation – copy of check, money transfer receipt, financing/loan agreement identifying the lien holder, and/or lease contract indicating terms of lease.
- c.) Department of Motor Vehicle Registration or application, which includes:
- 1) California registration.
 - 2) Gross Vehicle Weight Rating (GVWR).
 - 3) California License plate number.
- d.) Delivery Bill of Lading – must be signed and dated at delivery location.
- e.) Line Setting Ticket (Factory Build Sheet) – manufacturer issued indicating GVWR.
- f.) Digital photos of vehicle showing:
- 1) Vehicle from left side – showing completed vehicle with applicable numbering.
 - 2) Engine tag – with engine serial number (ESN) & Engine Family Number (EFN).
 - 3) VIN tag.
 - 4) Odometer.
- g.) HVIP Vehicle Inspection signed by authorized dealer or Grantee representative.
- h.) Site plans and cost documentation for supporting infrastructure if requested by CARB.
- i.) Proof of mileage: Vehicle must have no more than 3,500 miles at time of the vehicle inspection. Vouchers for vehicles with more than 3,500 miles may be redeemed on a case-by-case basis at the sole discretion of the CARB Project Liaison with sufficient evidence or explanation justifying such mileage.

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- j.) Label placed on or in any zero-emission vehicle stating that no on-board fuel-fired heaters or auxiliary motors that emit any vehicle exhaust emissions or fuel-based evaporative emissions are present on the vehicle.
- k.) Documentation to demonstrate that voucher applicants are in compliance with all applicable federal, state, and local air quality rules and regulations, including, but not limited to the CARB Truck and Bus Regulation (title 13, California Code of Regulations (CCR), section 2025), Innovative Clean Transit Regulation (title 13, CCR, section 2023 et.seq.) and Zero-Emission Airport Shuttle Regulation (title 17, CCR section 95690 et.seq.).
- l.) Documentation to demonstrate that voucher applicants are compliant with applicable regulations and meet specified labor standards.
- m.) Documentation of other funding sources for voucher applicants proposing to use multiple grant or incentive funding sources including information on the name of the funding source, amount of funding requested, and what portions of the purchase will be covered by the funding. Follow the HVIP Implementation Manual and CARB's guidance to determine if co-funding is allowed with the proposed funding source.
- n.) Documentation to demonstrate compliance with HVIP set-aside school bus programs that have a scrappage requirement for a replacement school bus. Documents include CHP certification, DMV registration, engine labels, evidence of destruction, as determined by CARB.
- vi. Coordinate with other funding programs, including but not limited to, the Carl Moyer Memorial Air Quality Standards Attainment Program, Prop 1B Goods Movement Emission Program, Volkswagen Environmental Mitigation Trust Funding, AB 617 Community Air Protection Program, and Funding Agricultural Replacement Measures for Emission Reductions (FARMER) Program funds, to ensure that fleets are not inappropriately accepting multiple funding sources.
- vii. Determine if voucher requests meet the criteria of funding set-aside for certain vehicle or fleet types, or follow protocol described in the Implementation Manual and by CARB to administer set-aside funds. Use the criteria in the Implementation Manual to review and approve or disapprove voucher requests and document this process in each project file.
- viii. Use the criteria in the Implementation Manual to review and approve or disapprove voucher requests and document this process in each project file.

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- ix. Require the purchaser/lessee and dealer to sign and date the HVIP Voucher Request Form and provide all necessary information including fleet size and revenue information.
- x. Establish safeguards to ensure HVIP participants (i.e., equipment manufacturers and purchasers) conform to all applicable terms and conditions set forth in the Implementation Manual.
- xi. Distribute voucher payments to vehicle and equipment dealers for eligible vehicle and equipment purchases.
- xii. The Grantee will develop a mechanism to notify the electric utility for the service area of the vehicle operator of any plug-in equipment purchase plans, based on the details of voucher requests. The utility will be able to determine if there are any infrastructure requirements and upgrades needed to successfully utilize the additional zero-emission equipment. The Grantee will facilitate coordination between the utility/energy provider and the purchaser to ensure the necessary infrastructure installation or upgrades take place successfully.
- xiii. Establish a process to coordinate with the Energy Commission's EnergIZE program.
- xiv. Establish and maintain accounting procedures to track funding reservation and expenditures by grant award, fiscal year, and funding source.
- xv. Establish a process for returned voucher funds as a result of uncashed voucher checks, prorated returns, cancellations, etc.
- xvi. Establish a waiting list if the project becomes oversubscribed and CARB determines a waiting list is appropriate.
- xvii. The Grantee shall conduct voucher processing activities for school bus replacement grants for local educational agencies and provide CARB with notification and documentation when a school bus replacement grant is approved and ready to be paid by CARB.
- xviii. Continue the redemption process for reserved vouchers from prior Grant Agreements.

D. Recordkeeping and Reporting

- i. Establish and maintain voucher records (see Section N(3) of the Sample Grant Agreement).
- ii. Utilize best practices to store all records in a safe and secure storage facility that maintains confidentiality and provides fire and natural disaster protection. Files shall be retained during the term of the Grant Agreement plus three years. Upon completion of the required record-retention period,

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- the Grantee must submit all project records to CARB. Hardcopy or electronic records are suitable. Acceptable forms of electronic media must be approved based on prior written concurrence from CARB.
- iii. Support CARB in remediating documents and webpages, as needed, to be ADA-compliant 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.
 - iv. Develop a systematic process and schedule to back-up HVIP database(s) each day, at a minimum.
 - v. Deploy and enforce security measures to safeguard HVIP data and information (see Appendix B: Sample Grant Agreement for further details).
 - vi. At the discretion of CARB, develop and conduct project participant surveys, including an annual vehicle user survey/questionnaire (Questionnaire) and mileage reporting tool, that characterizes vehicle usage and evaluates fleet user satisfaction with HVIP funded vehicles; and provide a summary of responses which includes survey statistics. Grantee will, at minimum:
 - a.) Develop and implement an effective mechanism for project participants to respond to the surveys, including the satisfaction and usage Questionnaire, annually for three years from the vehicle purchase date.
 - b.) Conduct quality control for collected survey data, and provide to CARB as part of the periodic HVIP Status Report; and
 - c.) Provide a mechanism, which should be outlined in the Grantee's transfer plan, for subsequent Grantees to continue collecting such data from fleets for a three-year period after voucher redemption.
 - vii. Provide CARB a summary of survey responses which includes survey statistics.
 - viii. Acquire key telematics data from HVIP-funded vehicles as required, except military vehicles, for a minimum of three years from the vehicle purchase date. Telematics data requirements are determined by CARB, and may include but may not be limited to collecting hours of operation and mileage within and outside of disadvantaged community census tracts. Grantee must provide a mechanism for subsequent Grantees to continue collecting such data from fleets for a three-year period after voucher redemption (See Section B(1) of the Implementation Manual).
 - ix. Track vouchers issued to vehicles domiciled in AB 1550 (Gomez, Chapter 369, Statutes of 2016) in a manner directed by CARB and outlined in the Implementation Manual.

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- x. Track and analyze for the number of jobs created as a result of the vehicles supported by HVIP.
- xi. Provide data updates to CARB upon request, which could include any data collected as part of the project, funding that has been spent, timelines, all voucher records or any other data needs that CARB has in relation to demonstration and pilot projects.
- xii. Provide periodic data summaries to the public via a method approved by CARB.
- xiii. Provide monthly Status Reports to CARB detailing project activity, disbursement request received, disbursement requests expected to be received, vouchers approved for ordered vehicles and redeemed for purchased vehicles (See Section L(1) of the Sample Grant Agreement); and other deliverables as defined by CARB.
- xiv. Provide information, upon request, to individuals or organizations that wish to appeal a voucher denial to CARB.
- xv. If necessary, the Grantee shall support CARB's enforcement efforts, including the recapturing of funds (commonly referred to as "clawback" actions) by providing CARB with any fleet information, purchaser information, documents, data, and all other material needed to investigate or carry out such efforts.
- xvi. Support CARB efforts to track the distribution of State funds used to support the development, deployment, and commercialization of eligible vehicles and equipment.
- xvii. Maintain a project file that documents all activity in the project including completion of milestones, issues that projects are encountering and solutions, disbursements, minor changes to scope of the project, CEQA documents, correspondence with CARB and project partners, and all other relevant documents.
- xviii. Provide CARB with an annual report that summarizes project activity during that time, project vehicles, equipment and infrastructure usage, problems encountered, resolutions to problems as well as on-going challenges.

E. Transition

- i. Develop and execute a project transfer plan, as part of the Grantee's closeout duties, to ensure a complete and timely transfer of data records and website to CARB and to the next administrator on a timely basis. The project transfer plan, which must first be approved by CARB, includes at a minimum the following tasks:
 - a.) Process vouchers for all of FY 2022-23.

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- b.) Complete all tasks associated with the FY 2022-23 HVIP closeout (See Section L(2) of the Sample Grant Agreement).
 - c.) Process vouchers for FY 2022-2023 for up to three months or until the subsequent Grantee is prepared to process vouchers; and
 - d.) If applicable, transfer HVIP data, intellectual property, funds, information, processes, materials, accounts, records, and websites to CARB or (at CARB's option) to the new Grantee/administrator selected by CARB according to the CARB approved transfer plan and in a form, format and at a time acceptable to CARB (See Section O of the Sample Grant Agreement).
- ii. Once the term of the HVIP grant agreement is nearing completion, (or, at CARB's discretion, prior to termination, cancellation, or expiration of the Grant Agreement), the Grantee shall implement the preapproved transition (or transfer) plan and deliver all project data to CARB or at CARB's discretion, to the subsequent Grantee in a format approved by CARB.
 - iii. Once the term of the HVIP Grant Agreement has ended and if a subsequent Grant Agreement has been awarded to the Grantee, the Grantee shall continue the voucher redemption process for unredeemed vouchers for all of FY 2021-22 as part of the subsequent Grant Agreement.
 - iv. Provide CARB with a Final Report that that encompasses the three-year term of the grant agreement or any extensions, that summarizes and evaluates total funds expended (including match, interest earned, and in-kind funds), vehicles funded, benefits to disadvantaged communities, outreach efforts, implementation challenges, and recommends potential Program improvements (See Section L(2) of the Sample Grant Agreement).
 - v. Provide and transfer all ownership, use, intellectual property, and licensing rights to CARB, including but not limited to all webpage(s), publications, data, copyrights, logos, patents, algorithms, websites, domain names, tradenames, databases, software, or other intellectual property developed or purchased by the Grantee for the purposes of administering or implementing HVIP, if requested (See Section O of the Sample Grant Agreement).

VIII. APPLICATION INSTRUCTIONS

Appendix A: Application contains the forms and information necessary for submittal of a complete application. The Grantee selection will be based upon the scoring criteria identified in this solicitation. All information and data submitted as a response to this solicitation are the property of CARB and will become a public record. If no qualified proposal is submitted, CARB will not award a grant and will consider other options, such as reevaluating this solicitation or resoliciting for applications.

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

If you need this document in an alternate format or language, please contact Matt Williams at matthew.williams@arb.ca.gov. TTY/TDD/Speech to Speech users may dial 711 for the California Relay Service.

Applications will only be accepted electronically by email. Submit the application package electronically to Matt Williams at the following email address: matthew.williams@arb.ca.gov. Once the application is submitted an email will be sent to the applicant acknowledging receipt of the application. If an applicant does not receive an email confirming receipt of the application within 24 hours of submittal, please immediately contact Matt Williams via email or phone at (279) 208-7939. An application package consists of one (1) signed and completed application and a complete set of all documents identified in Appendix A, submitted as one document electronically. All documents must be filled out completely, where signature is required all such documents must be signed and dated, and all requested information must be provided in the application package.

Complete applications must be submitted no later than 5:00 p.m. Pacific Time (PT) on August 29, 2023 (the "Application Deadline"). Applicants will not be allowed to submit any additional records or materials after the Application Deadline.

No applications shall be submitted by mail or in person

Format Requirements

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

Fiscal Year 2022-23 HVIP Solicitation Timeline*

<u>Key Actions</u>	<u>Dates</u>	<u>Time</u>
Public Release of Solicitation	June 13, 2023	N/A
Applicant Question Deadline for Conference	June 28, 2023	No later than 5:00 p.m. PT
Applicant Zoom Conference	June 29, 2023	1:00 p.m. PT
Posting of Applicant Zoom Conference Question and Answer Document	July 20, 2023	5:00 p.m. PT

<u>Key Actions</u>	<u>Dates</u>	<u>Time</u>
Application Deadline	August 29, 2023	No later than 5:00 p.m. PT
Review/Rating of Applications	August 30, 2023 – September 13, 2023	N/A
Preliminary Grantee Selection	September 27, 2023	N/A
Return Signed Grant to CARB	Within 10 calendar days of receipt	N/A

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

IX. APPLICANT ZOOM CONFERENCE

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

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

Date: June 29, 2023

Time: 1:00 to 2:30 p.m. PT

Zoom Registration Link:

https://us06web.zoom.us/webinar/register/WN_AvaMjevARA28XBY8PIHqdQ

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

The Applicant Zoom Conference will be open to all interested entities. The Conference will provide potential project applicants with an opportunity to ask clarifying questions regarding general application or applicant requirements or terminology definitions. Written questions submitted before the Conference will be given priority. Questions may be emailed to the Solicitation Lead Matt Williams at matthew.williams@arb.ca.gov. Questions may be submitted up to 5 p.m. (PT) one business day prior to the Conference date. The questions and answers from the Conference and any questions received via email will be posted on the CARB website no later than July 20, 2023; this date may be extended at CARB’s sole discretion. CARB will not answer questions regarding this Solicitation except during the Conference. Any verbal communication with a CARB employee concerning this Solicitation is not binding on the State and shall in no way alter a specification, term, or condition of the Solicitation.

X. REQUIRED ELEMENTS

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

Appendix A: Application

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Attachment 1: Application

Attachment 2: Applicant General Qualifications

Attachment 3: Applicant Information

Attachment 4: Proposed Budget

Attachment 5: Project Implementation Plan

Attachment 6: Applicant Resources to Implement the Project

Attachment 7: Conflict of Interest Declaration

Attachment 8: STD. 204 Payee Data Record

Attachment 9: Compliance with the Law

Attachment 10: References

Attachment 11: Insurance Endorsement

Attachment 12: Signed Attestation of Readiness that Applicant (including its subcontractors) are ready, willing and able to meet and comply with all the terms and conditions of the Sample Grant Agreement (Appendix B).

Attachment 13: Non-Collusion Declaration

XI. EVALUATION AND SCORING

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

After screening out non-responsive applications, CARB will evaluate the responsive (qualifying) application based on the criteria described below. The maximum score is 110 points. The qualifying applicant with the highest overall score will be selected as the Proposed Grantee. The selected responsible applicant will be required to sign a Grant Agreement with CARB to fulfill the duties of Grantee (See Appendix B: Sample Grant Agreement). CARB reserves the right, in its sole discretion, to cancel this Solicitation, re-solicit for an HVIP Grantee, direct funding to another project in the Funding Plan, or reject any or all applications received in response to this Solicitation. Pursuant to the 2018 Guidelines for Agencies Administering California Climate Investments (Funding Guidelines),⁴ 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 A.

⁴ CARB, 2018; <https://ww2.arb.ca.gov/resources/documents/ci-funding-guidelines-administering-agencies>

Scoring Criteria	Total Points Possible
A. Applicant General Qualifications	25
B. Proposed Budget	20
C. Project Implementation Plan	15
D. Ability to Promote the Use of Eligible Vehicle Technology	15
E. Applicant Resources to Implement the Project	15
F. Contribution to Disadvantaged Community Benefits	5
G. Ability to Support Small Fleets	5
H. Ability to Implement Program with Equity Considerations	10
Total	110

A. Applicant Qualifications (Appendix A, Attachment 2) – Maximum 25 points

Up to 25 points will be provided based upon the applicant’s ability to successfully act as Grantee based upon its experience/expertise in and history of successfully working with hybrid and zero-emission truck and bus manufacturers, dealers, fleets, and other stakeholders and implementing projects similar to HVIP, as well as the Grantee’s ability to build upon the existing successful HVIP in a way which is user-friendly and seamless for manufacturers, dealers, and fleets. The experience of applicant’s identified subcontractor may be considered if their information is also fully provided in the application.

Application Characteristics	Points Earned
Applicant lacks necessary experience or expertise successfully implementing large scale air quality incentive projects or programs and does not have a working relationship with advanced technology vehicle, equipment and infrastructure manufacturers, dealers, end-user fleets, and other key project stakeholders.	0 – 5 points
Applicant has demonstrated moderate expertise and experience necessary to successfully implement HVIP, based on its history implementing large scale air quality incentive projects or programs and working with advanced technology vehicle, equipment and infrastructure manufacturers, dealers, end-user fleets, and other key project stakeholders.	6 – 15 points
Applicant clearly has the expertise and experience needed to successfully implement large scale advanced technology demonstration or pilot projects or similar programs and clearly has a working relationship with advanced technology vehicle, equipment and infrastructure manufacturers, dealer, end-user fleets, and other project stakeholders.	16– 25 points

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

Applicants must identify their proposed budget for completing the tasks of HVIP consistent with the Implementation Manual and Sample Grant Agreement, for the FY 2022-23 HVIP, their Project Implementation Plan (included as part of the application) and the requirements of this solicitation. The budget must include the total voucher processing fee requested, which shall include costs to cover implementation of tasks for FY 2022-23, the closeout of FY 2021-22, the beginning of FY 2023-24, and costs to transfer all project data and website(s) to the next administrator. The voucher processing fee shall include a description of any applicable commitments for in-kind services and match funding. The voucher processing fee shall not exceed 5 percent of the total project funding. (Note: any applications that are greater than 5 percent will be disqualified.) For a complete description of voucher processing fees, see Section I(6) of the Sample Grant Agreement.

In-kind services refer to goods or services contributed by the Grantee but not charged to HVIP, which help to meet the goals of the program more effectively and efficiently. Match funding refers to funds contributed by the Grantee to HVIP to fund eligible vehicles and/or costs for implementing the program.

Please be as specific as possible when describing in-kind contributions (i.e. itemize staff time, infrastructure, or other costs that are being committed). In-kind contributions provided in the form of outreach efforts must be appropriate for a statewide voucher. In-kind contributions committed in this application must be documented by the Grantee in the HVIP Final Report (See Appendix B: Sample Grant Agreement, Section I(8)). In-kind contributions do not include services already committed to another project (such as a similar federally-funded project).

Match funding refers to funds contributed by the Grantee to HVIP to fund additional eligible vehicles or equipment. Match funding does not include funding provided by the applicant for other similar incentive projects or programs. An applicant may propose that match funding be used to fund only eligible vehicles in a specific region (such as a county or air district). The applicant must include a letter describing and authorizing any proposed match funding commitment as part of this application. External projects or project elements, such as federally funded project, proposed as match must be central to the applicant proposal and be included in the proposed project budget. See Appendix B: Sample Grant Agreement, Section I(10) for a more detailed description of Match Funding.

An applicant may propose that match funding be used to fund vehicles as part of HVIP in a specific California region (such as an air district). Match funding does not include in-kind match (i.e. funding for other incentive projects, even if for similar vehicles or technologies).

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Match funding is not required. Additional required fiscal obligations are set out in the Sample Grant Agreement (Appendix B) and must be followed; the application should demonstrate how these obligations will be met.

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

Application Characteristics	Points Earned
Budget is unclear, inconsistent with the Draft Implementation Manual, 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 and the applicant is requesting the maximum allowable funding for HVIP administration and outreach.	0 – 5 points
Budget is moderately clear and relatively consistent with the Draft Implementation Manual, the applicant’s Project Implementation Plan, the 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 Draft Implementation Manual, the applicant’s Project Implementation Plan, the requirements of this Solicitation, and is adequate to complete the project. Costs are represented clearly. Applicant commits to provide match funding or forgo HVIP administration and outreach funding (in match or potential administration and outreach funding) to be used for eligible vehicles. The applicant’s commitment for in-kind support will enable the project to be marginally more effective and efficient.	11 – 15 points
Budget is very clear, detailed, and consistent with the Draft Implementation Manual, the applicant’s Project Implementation Plan, the requirements of this Solicitation, and is more than adequate to complete the project. Costs are represented very clearly and are appropriate for the level and quality of work to be performed. Applicant commits to provide match funding or forgo HVIP administration and outreach funding, providing a total of over \$1,000,000 (in match or potential administration and outreach funding) to be used for eligible vehicles. The applicant’s commitment for in-kind support will enable the project to be significantly more effective and efficient.	16 – 20 points

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

Applicants will be evaluated based on the completeness of their plan for implementing HVIP Incentives, and the ability to complete the work in a timely manner. The Project Implementation Plan must address how the applicant will implement all of the tasks in the Scope of Work. (See Section VII of this solicitation.)

The plan must demonstrate how the applicant will coordinate with CARB’s technical Grantees, relevant local agencies, state agencies, local air districts, community-based organizations, educational institutions, and other relevant parties. In addition, the plan must include a timeline for project completion and include all work to be performed by the identified subcontractor. Additional required fiscal, fiduciary, and other obligations are set out in the Sample Grant Agreement (Appendix B) and must be followed; the application should demonstrate how these obligations will be met.

Application Characteristics	Points Earned
Plan is unclear and/or does not provide the highest impact for the funding provided.	0 – 4 points
Plan is complete, provides sound recommendations for effective and efficient project development, implementation, outreach, administration, and considers the budget.	5 – 9 points
Plan is sound and well organized, tailors recommendations creatively and appropriately to successfully implement the project program, provides recommendations for effective and efficient project development, implementation, and administration, and recommends high-impact activities that maximize the effectiveness of the budget, and effective recommendations to increase voucher demand and increase participation by public fleets and small fleets. Plan also includes a firm commitment or detailed and viable plan to successfully leverage other public or private funding (such as federal or air district funds) to help accelerate deployment of project vehicles.	10 – 15 points

D. Ability to Promote the Use of Eligible Vehicle Technology – Maximum 15 points

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

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

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

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

Please identify the staff, infrastructure, funding, and other resources you have available and will utilize to effectively and efficiently implement HVIP.

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

Application Characteristics	Points Earned
The applicant does not demonstrate sufficient staff, expertise, infrastructure and/or funding resources to effectively and successfully implement HVIP. This includes the ability to quickly make staffing adjustments due to changes in funding.	0 points
The applicant demonstrates, with limited clarity, the presence of some staff, expertise, infrastructure and/or funding resources to effectively and successfully implement HVIP. This includes the ability to quickly make staffing adjustments due to changes in funding.	1 - 7 points
The applicant has clearly demonstrated sufficient staff, expertise, infrastructure and/or funding resources to effectively and successfully implement HVIP. This includes the ability to quickly make staffing adjustments due to changes in funding.	8 - 15 points

F. Contribution to Disadvantaged Community Benefits – Maximum 5 points

Please include in the plan an explanation of how the Grantee will conduct outreach and other activities to maximize benefits to disadvantaged communities when implementing the Program, and when developing future Program projects.

Application Characteristics	Points Earned
The applicant has a plan for and the ability to target outreach in disadvantaged communities. This will be scored based upon the applicant’s response to Attachments 5 and 6 of the application.	0 – 5 points

G. Ability to Support Small Fleets – Maximum 5 points

Please include in the plan an explanation of how the Grantee will provide support for small fleets and independent owner operators when implementing the Program, and when developing future Program projects.

Application Characteristics	Points Earned
The applicant has a plan for and the ability to support small fleets and independent owner operators through enhanced outreach and technical assistance. This will be scored based upon the applicant’s response to Attachments 5 and 6 of the application.	0 – 5 points

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

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

Application Characteristics	Points Earned
The applicant does not clearly explain how they will engage community members and help to ensure that all community voices are heard during future technical solicitation development and implementation.	0 – 4 points
The applicant clearly explains how they will engage community members and help to ensure that all community voices are heard during future technical solicitation development and implementation.	5 – 10 points

XII. ADMINISTRATION

A. Cost of Developing Application

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

B. Errors

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

C. Immaterial Defect

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

D. Disposition of Applicant's Documents

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

E. Applicant's Admonishment

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

F. Agreement Requirements

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

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

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

G. No Agreement Until Signed

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

H. No Modifications to the General Provisions

Because time is of the essence, if an applicant at any time, including after Preliminary Grantee Selection, attempts to negotiate, or otherwise seeks modification of, the General Provisions (attached as Appendix B, Sample Grant Agreement Section P), CARB may reject an application or withdraw a proposed award. This does not alter or limit CARB's ability to withdraw a proposed award for other reasons, including no cause.

I. Payment of Prevailing Wages

All applicants must read and pay particular attention to Appendix B, Sample Grant Agreement Section O (32) entitled "Prevailing wages and labor compliance." Prevailing wage rates can be significantly higher than non-prevailing wage rates. Failure to pay legally required prevailing wage rates can result in substantial damages and financial penalties, termination of the grant agreement, disruption of projects, and other consequences.

J. Remedies for Non-performance

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

Remedies may include:

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

- vi. CARB may take civil actions.

K. Solicitation Cancellation and Amendments

CARB reserves the right to do any of the following:

- i. Cancel this Solicitation.
- ii. Revise the amount of funds available under this Solicitation.
- iii. Amend this Solicitation as needed.
- iv. Reject any or all applications received in response to this Solicitation.

L. Insurance Requirements

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

1. General Provisions

- a.) Coverage Term – Coverage needs to be in force for the complete Term of the Grant. If insurance is set to expire during the Term of the Grant, a new certificate must be received by the State at least ten days prior to the expiration of this insurance. Any new insurance must comply with the original Grant terms.
- b.) Policy Cancellation or Termination & Notice of Non-Renewal – Grantee is responsible to notify the State within five business days of any cancellation, non-renewal, or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and the Grantee agrees no work or services will be performed prior to obtaining such approval. In the event that the Grantee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate the Grant upon the occurrence of such event, subject to the provisions of the Grant.
- c.) Premiums, Assessments and Deductibles – The Grantee is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- d.) Primary Clause – Any required insurance contained in the Grant shall be primary, and not excess or contributory, to any other insurance carried by the State.
- e.) Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A-” with a financial category rating of no lower than VI. If the Grantee is self-insured for a portion

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or all of its insurance, review of financial information including a letter of credit may be required.

- f.) Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
 - g.) Inadequate Insurance – Inadequate or lack of insurance does not negate the Grantee’s obligations under the Grant.
 - h.) Use of Subcontractor – In the case of the Grantee’s utilization of subcontractors to complete the Grant scope of work, the Grantee shall include all subcontractors as insureds under the Grantee’s insurance or supply evidence of the subcontractor’s insurance to the State equal to policies, coverages, and limits required of the Grantee.
 - i.) Inadequate Insurance -- Inadequate or lack of insurance does not negate the Grantee’s obligations under the grant.
2. Grant Insurance Requirements -- The Grantee shall display evidence of the following on a certificate of insurance. Failure to provide the certificate upon request will result in the termination of the Grant. The following coverages must be evidenced on the certificate of insurance:
- a.) Commercial General Liability – The Grantee, and each subGrantee, shall maintain general liability on an occurrence form with limits not less than \$2,000,000 per occurrence for bodily injury and property damage liability combined with a \$5,000,000 annual policy aggregate. A “per project aggregate” endorsement is required. The policy shall include coverage for liabilities arising out of premises, operations, independent Grantees, products, completed operations, personal and advertising injury, and liability assumed under an insured contract or Grant. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Grantee’s limit of liability. The policy must name the State of California, its officers, agents, and employees as additional insureds, but only with respect to work performed under the Grant.
 - b.) Automobile Liability – If the Grantee will be using vehicles to complete the project or driving a vehicle onto State property, automobile liability insurance is required. The Grantee shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. At the request of CARB, the Grantee must show proof of automobile liability. Failure to provide proof upon request will result in the termination of the Grant. The policy must name the State of

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California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Grant.

- c.) Workers Compensation and Employers Liability – The Grantee shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Grant. In addition, employer’s liability limits of \$1,000,000 are required. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to the certificate.
- d.) Cyber Liability coverage, with limits not less than \$1,000,000 per occurrence or claim -- Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Grantee in the grant agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well.
- e.) Crime Insurance – Crime insurance requirements are negotiable at CARB’s sole discretion. At a minimum, the maximum amount of funding that the Grantee will have on hand at any time should be covered. Coverage shall include but not be limited to employee dishonesty, theft, forgery or alteration, and inside/outside money and securities coverages including first and third party theft for state-owned or leased property in the care, custody, and/or control of the Grantee. The policy shall include as loss payee, the State of California, California Air Resources Board.

M. Additional Terms and Conditions

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:

- i. **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.

- ii. **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 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.
- iii. **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.
- iv. **Form of Application** – No oral, telephone, facsimile, or mailed applications will be accepted.
- v. **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.
- vi. **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.
- vii. **No Late Applications** – In order for an application to be considered, the complete application package must be received by the Solicitation Lead, by no later than the Application Deadline. An application that was sent but not received by the Applicant Deadline is a non-qualifying application.
- viii. **No Public Opening** – There will be no public opening of the application packages for this Solicitation.

- ix. **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.
- x. **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 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.

- xi. **Electronic Mail Address** – Communications regarding this Solicitation will be conducted by electronic mail (email). Potential applicants agree to provide the Solicitation Lead with a valid email address with the application. CARB is not responsible or liable for email communications that do not make it to the intended destination (receiver). If in doubt about the sending or receipt of any email communication, each applicant is required to contact the Solicitation Lead to confirm whether an email has been received, BEFORE any applicable deadlines.
- xii. **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.
- xiii. **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.
- xiv. **CARB Rights** – 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.

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

- xvii. **Nondiscrimination** – In the performance of the Grant Agreement, the applicant acknowledges, agrees and understands that the selected Grantee and all of its contractors, subcontractors, subGrantees, affiliates, employees, agents and assigns shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or veteran or military status, nor shall any employee be discriminated against or harassed based on a request for or because of taking family-care leave, medical-care leave, or pregnancy-disability leave. The applicant acknowledges, agrees, and understands that the selected Grantee and its contractors, subcontractors, subGrantees, affiliates, employees, agents, and assigns shall ensure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment. Furthermore, the selected Grantee and its contractors, subcontractors, subGrantees, affiliates, employees, agents, and assigns shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4.1 of title 2 of the California Code of Regulations, are incorporated into the Grant Agreement and into this Solicitation by this reference, and made a part hereof as if set forth in full. The selected Grantee, its contractors, subcontractors, subGrantees, affiliates, employees, agents, and assigns, is required to give written notice of their, its, his, her obligations under this clause to all labor organizations with which they exist 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.

- xviii. **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.

xix. **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.

xx. **Russian 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 Contractor or Grantee 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 Contractor or Grantee advance written notice of such termination, allowing Contractor or Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

xxi. **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.

xxii. **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 CARB staff, for the purpose of influencing a CARB decision on an

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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.)

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.

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.

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.

Each applicant certifies that it is in compliance with applicable state and federal conflict of interest laws at the time it submits its application to this Solicitation and shall remain in compliance with all such laws during the Solicitation process, and, if selected, during the Term of the fully executed Grant Agreement, and during all extensions. An applicant will have no interest, and will not acquire any interest, direct or indirect, which will conflict with its ability to impartially perform under, or complete the tasks described in, the Sample Grant Agreement (Appendix B) An applicant must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties with its application package. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in an applicant's ability to perform and carry out all obligations under the Grant Agreement. Each applicant must immediately advise CARB in writing of any potential new conflicts of interest.

- xxiii. **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

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challenge a decision to reject or accept an application, disqualify an applicant or an application, or withdraw or amend the Solicitation in whole or in part.