

Fiscal Year 2021-22 Grant Solicitation

Adult Education & Vocational School Zero-Emission Vehicle Technology Training Project

Mobile Source Control Division
California Air Resources Board
August 2023



**California Air Resources Board
Adult Education & Vocational School Zero-Emission Vehicle
Technology Training Project**

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I. SUMMARY

The California Air Resources Board (CARB or Board) is soliciting Grantee(s) for the Adult Education & Vocational School Zero-Emission Vehicle (ZEV) Technology Training Project (Project) for Fiscal Year (FY) 2021-22 to develop new or strengthen existing workforce training and development programs and training curriculum for ZEV technologies. On November 19, 2021, the Board approved a \$1.5 million allocation toward Workforce Training and Development projects in the Fiscal Year 2021-22 Funding Plan for Clean Transportation Incentives (Funding Plan)¹.

The goal of this solicitation is to increase priority population², including low-income and disadvantaged communities, awareness of and access to ZEV-specific training, education, and jobs for individuals opting to follow a non-traditional educational (i.e., not a 4-year university or community college) pathway. This includes connections to apprenticeship and pre-apprenticeships programs based on CARB's Senate Bill (SB) 350 study, *Overcoming Barriers to Clean Transportation Access to Low-Income Residents* (CARB's SB 350 Guidance Document or Guidance Document),³ lessons learned, and ongoing stakeholder feedback. Supporting adult education and vocational school programs fills a key gap identified in community discussions to fund educational programs outside of the community college system, where funding has been provided from state programs. CARB aims to create opportunities for building and expanding zero-emission skills to support the shift to a clean transportation economy. This funding supports access to relevant clean transportation employers and high-road jobs⁴ that prepare students for careers in the clean transportation technology sector.

Funding for this Project must benefit an existing program within a California-based, accredited, non-profit adult education or vocational school and support new or expand existing ZEV technology training elements that lead to job and career advancement for priority populations. Programs should focus on working with and enrolling students from priority populations.

The Project will be administered and implemented through partnerships between CARB and Grantee(s) selected via this competitive solicitation. To be considered for this solicitation, a complete Application package (as one electronic PDF file) must be

¹ California Air Resources Board. *Proposed Fiscal Year 2021-22 Funding Plan for Clean Transportation Incentives*. October 8, 2021.

https://ww2.arb.ca.gov/sites/default/files/2021-10/fy21-22_fundingplan.pdf

² <https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-40>

³ California Air Resources Board. *Low-Income Barriers Study, Part B: Overcoming Barriers to Clean Transportation Access for Low-Income Residents*. February 2018.

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

⁴ High-quality jobs pay living wages and provide stable job schedules, paid sick and family leave, offer health care benefits, and comply with existing labor laws.

sent and received by email no later than 5:00 p.m. Pacific Daylight Time (PDT) on October 27, 2023. More information regarding the application process can be found in Section VI, Application Instructions, of this solicitation.

II. BACKGROUND

Several key pieces of legislation provide the overall policy framework and funding to support this Project.

In 2012, the legislature passed, and Governor Brown signed into law three bills - Assembly Bill (AB) 1532 (Pérez, Chapter 807, Statutes of 2012), SB 535 (De León, Chapter 830, Statutes of 2012), and SB 1018 (Budget and Fiscal Review Committee, Chapter 39, Statutes of 2012) 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 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 AB 32. CARB's 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.

In 2015, the Governor passed the Clean Energy and Pollution Reduction Act (SB 350, De León, Chapter 547, Statutes of 2015) that established new clean energy, clean air, and greenhouse gas emissions reduction goals for 2030 and beyond. In addition to GHG reduction targets across the energy and transportation sectors, SB 350 directed CARB to examine the barriers low-income residents must overcome to access clean transportation and mobility options and develop recommendations for how to increase access.

In 2018, CARB released the SB 350 Guidance Document identifying the main barriers low-income residents and disadvantaged and tribal communities face in accessing clean transportation and mobility options, including recommendations to overcome these barriers. The fifth priority recommendation addresses barriers to maximizing economic opportunities and benefits for low-income residents from investments in clean transportation and mobility options by expanding workforce training and development. This solicitation supports this key need in communities to support projects that demonstrate local economic benefits for priority populations such as connections to good quality clean transportation jobs and training opportunities.

In 2020, the Governor passed the Energy: Transportation Electrification: Energy Efficiency Programs: School Energy Efficiency Stimulus Program (AB 841, Ting,

Chapter 372, Statutes of 2020) mandating all electric vehicle charging infrastructure and equipment located on the customer side of the electric meter, funded or authorized, in whole or in part by CARB, the Energy Commission, or the Public Utilities Commission shall be installed by a contractor holding “the appropriate license classification as determined by the Contractors’ State License Board.” The bill supports statewide transportation electrification and creates high-quality job opportunities for disadvantaged communities by increasing the demand for skilled workers to implement the work.

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, Air Quality Improvement Program, and other funds appropriated to CARB in the State budget for Low Carbon Transportation and related investments (e.g., vehicle purchase incentives, clean mobility investments, outreach, community transportation needs assessments (needs assessments), technical assistance and capacity building, Access Clean California, and workforce training and career development). 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.

In 2021, the Board approved the Funding Plan, directing \$1.5 million to Workforce Training and Development projects. Through this funding, CARB is seeking multiple Grantees that can provide innovative, creative approaches to addressing clean transportation education in adult education and vocational schools. Project Proposals, submitted as part of the application process, are required to demonstrate the primary beneficiary of Project funds will be a California-based, accredited, non-profit, adult education or vocational school and must indicate in their Proposed Budget how at least 75 percent of the proposed Project funding will benefit these institutions and meet the Project’s equity goals.

IV. ELIGIBILITY

This competitive solicitation is only open to California-based, accredited, non-profit, adult education or vocational school institutions. Education and workforce training entities and organizations supporting ZEV and electric vehicle charging and fueling equipment education and workforce development may partner with adult education or vocational school institutions. Specific requirements for the Grantee(s) are described in this solicitation and Sample Grant Agreement (Appendix B).

To be considered for the grant award, applicants must fully complete the Application (Appendix A) and all elements set forth in Section VIII, Required Application Elements, of this solicitation and the Application package must be received by CARB on or before the Application Deadline.

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

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

If the Applicant is anticipating subcontracting, the Applicant and subcontractor(s) relationships must be disclosed in the application. If subcontractor(s) are subject to a public process for approval, that process must be fully disclosed in the Project Proposal, including who must approve contracts, the process for approval, and the anticipated timelines for approvals.

V. SCOPE OF WORK

CARB's objectives of this solicitation are to 1) seek creative ideas for recruiting students and providing education on clean transportation principles with hands-on training and application, 2) support existing adult education and vocational schools in developing new or strengthening existing zero-emission technology and infrastructure curriculum and training programs, 3) build skills to promote direct pathways to clean transportation jobs, and 4) support programs that build employer relationships and connections to clean transportation career opportunities and reduce barriers to training opportunities and job access.

CARB wants to partner with existing California-based, accredited, non-profit, adult education and vocational schools, including those with existing partnerships with community colleges and key entities, to provide initial investment to programs focused on clean transportation technology and infrastructure. CARB is seeking Grantees that demonstrate they can develop or expand priority population ZEV training efforts that meet community-specific clean transportation workforce needs and those that will help existing training programs improve career and professional development opportunities for students, including addressing existing workforce needs and gaps.

Each application must include a Project Proposal with a supporting Proposed Budget, Project Schedule, and Outreach & Awareness Plan that provides details and dates for key deliverables as anticipated by the Applicant. Project Proposals are required to demonstrate the primary beneficiary of Project funds will be a California-based, accredited, non-profit, adult education or vocational school and must indicate in their Proposed Budget how at least 75 percent of the proposed Project funding will benefit these institutions and meet the Project's equity goals as outlined below. The

Project must be implemented for at least one year from the date the Grantee begins using the Project funding and include at least six months of data collection. Projects must be completed no later than March 31, 2026. CARB, at its sole discretion, may require alterations to the Proposed Budget, Project Schedule, and Outreach & Awareness Plan.

The scope of the work includes but is not limited to the following tasks. Any requirements identified below are minimum requirements and are not comprehensive.

A. Minimum Project Criteria

Project Proposals must meet, but are not limited to, the following Project criteria:

- Directly benefit accredited adult education and vocational school training programs in or serving AB 1550⁵ low-income and SB 535⁶ priority populations per CalEnviroScreen 4.0
- Provide workforce training, skill development, job training, and professional development to allow for clean transportation job readiness and occupation placement in and for priority populations, including Tribes, African American, Asian American, Latino, Rural communities, and other communities of color
- Demonstrate new and unique opportunities and support of future prospects, including the ability to expand educational offerings and curriculum to meet clean transportation needs, and the capacity to sustain the program past CARB's Project agreement period of at least one and a half years (1.5 years)
- Support goals of increased education and awareness of ZEV manufacturing, technology maintenance, vehicle charging or fueling access, etc.
- Include zero-emission technologies training for at least one ZEV technology area:
 - Light-, medium-, and/or heavy-duty vehicles
 - Heavy-duty off-road equipment and vessels
 - Electric vehicle charging and fueling infrastructure and components, systems, and/or parts
- Engage community partners and conduct awareness and outreach to priority communities on clean transportation training opportunities

⁵ https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160AB1550

⁶ https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201120120SB535

- Provide strong verifiable letters of support vetting Applicant qualifications, community partnerships and engagement, project readiness and implementation of the Project, innovation, identified community and program benefits, and the Applicant's ability to implement the Project(s)

B. Eligible Project Types

Eligible Project Types may include, but are not limited to:

- Curriculum development or expansion on clean transportation technology and application, and could include the following areas:
 - Training for ZEV and infrastructure design
 - ZEV manufacturing
 - Land use planning and development
 - Construction and installation
 - Service and maintenance
 - End-of-life replacement
- Enrollment, education, and career opportunities for low-income students and/or residents of disadvantaged communities, including through tuition assistance and no/low-cost training materials.
- Partnerships with existing education programs to place students into clean transportation jobs
- Direct training, career development pathways and job placement for participants

C. Outreach & Awareness

Each Application must include an Outreach & Awareness Plan that covers the entire period of the Project and contains, at a minimum a timeline, outreach goals and objectives, and strategies that meet the outreach goals of this Project. Selected Grantees, in consultation with CARB, will be required to work with communities, agencies, and community-based organizations (CBO) with expertise and a presence in/or experience working with disadvantaged or low-income communities, to prepare outreach and educational materials and conduct the public outreach necessary for the Project. The target audience for this Project should be adults in priority populations not taking a traditional 4-year college career pathway, including those in harder-to-reach areas such as rural, Tribal, agricultural, or other priority communities disproportionately impacted by air pollution burdens. Applications shall clearly identify an Outreach and Awareness Plan that contains the outreach and awareness elements and requirements described in Appendix A, Application, Attachment 4.

D. Project Reporting

Each Application must demonstrate how the Applicant will track qualitative and quantitative data demonstrating the progress, successes and challenges of the Project, training program, and participants, for the full duration of the Project term. Selected Grantees will be required to fulfill project metrics measuring the training program and the Project's progress, including industry-standard workforce development metrics, priority populations' access to zero-emission training, pathways to jobs, and other project benefits. Applicants must indicate in their Project Proposals the proposed methods for program data collection (e.g., surveys, interviews, focus group discussions) and must provide details about aspects of the disadvantaged communities the Project will serve, including the social and economic status of the Project's trainees and participants. Grantees must report project data through Quarterly Status Reports. Refer to Section J. Reporting and Documenting Expenditure of State Funds in Appendix B, Sample Grant Agreement, for project reporting requirements.

The selected Grantees will be required to work with the CARB Project Lead for any mandatory California Climate Investments (CCI) submission of project reporting due by December and June of each year, and as needed at the discretion of the CARB Project Lead, in a format that is complete and compatible with CARB CCI reporting materials.

Selected Grantees may also be required to develop reporting methodologies to determine the success of the Project and whether project refinements are needed. This evaluation effort will be done along with CARB staff to determine relevant project data and lessons learned, including feedback loops for policy and project adjustments based on the Grantee's findings. Refer to Section J. Reporting and Documenting Expenditure of State Funds, in Appendix B, Sample Grant Agreement, for a list of project reporting requirements.

VI. APPLICATION INSTRUCTIONS

The Application package (Appendix A, Application) contains templates, forms, and information necessary for the submittal of a complete application. To be considered, eligible, Applicants must fully complete and submit the Application package, inclusive of all dated and signed documents and all Required Application Elements (Appendix A, Application) by the Application Deadline and otherwise meet all the Project Requirements. An application that is not complete or that is not submitted by the Application Deadline, is deemed non-responsive (non-qualifying). Non-qualifying applicants do not qualify to be considered under this Solicitation, are not entitled to any appeal of this determination and will not be evaluated based upon the scoring criteria identified below. Only responsive (qualifying) Project Proposals will be evaluated using the scoring criteria identified in this Solicitation.

After an application has been determined to be qualifying, CARB may, without the obligation to do so, request clarification regarding application responses during the application review and scoring period.

If you need this Solicitation in an alternate format or language, then before the Application Deadline, please contact Danny Luu, 1-279-216-0286, danny.luu@arb.ca.gov. TTY/TDD/Speech to Speech users may dial 711 for the California Relay Service.

A. Submittal Process

An application package consists of one (1) signed and completed Application Cover Page and a completed package of all other Application Required Elements identified in Appendix A, Application. The entire Application package must include all documents, must be filled out completely, and any documents that require a signature must all be signed and dated, including, but not limited to, the Application Cover Page (Appendix A, Application, Attachment 1). The Application package with all documents must be submitted as one electronic PDF file.

Applications must be submitted electronically via email. No oral, telephone, facsimile, mailed, or in-person applications will be accepted. Applicants must send an email to danny.luu@arb.ca.gov, with the signed and complete Application package. CARB must receive the application no later than **5:00 p.m. PDT on October 27, 2023** (the Application Deadline). If the application is too large to send in one email, Applicants may submit different parts of the application in multiple emails and must include information in the body of the email about the number of emails that CARB should receive, so staff can confirm that CARB has received all parts of the application.

Applicants will not be allowed to submit any additional records or materials after the Application Deadline. If an Applicant needs to amend an application that has already been submitted, the Applicant may do so by re-submitting a new completed application package (one PDF) by the Application Deadline—only the most recent application package will be considered by CARB. An application that was sent but not received by the Application Deadline is a non-qualifying application.

Communications regarding this Solicitation will be conducted by electronic mail (email). **Potential Applicants agree to provide a valid email address with the application package.** CARB is not responsible or liable for email communications that do not make it to the intended destination (receiver). An application that was sent but not received by the Applicant Deadline is a non-qualifying application.

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 latest version maintained and posted on CARB's website will govern.

CARB will send a confirmation email to each Applicant within 24 hours of receiving the electronic version of the application or on the next business day. Email is not instantaneous. Applicants are encouraged to email their applications at least one day in advance of the deadline to avoid delays due to technical difficulties and ensure that their application has been received by the deadline. **Applications received after 5:00 p.m. PDT on October 27, 2023, will be rejected and not scored.**

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

B. Format Requirements

Applications should be accurate, brief, and clear. To be considered a qualifying application, the Applicant must meet all of the Project Requirements and include all the required attachments. All submitted files must be clearly labeled and include the Applicant Name and corresponding Attachment Number for which it is responding to. Do not include any personally identifiable information in the application, such as home addresses, personal phone numbers, or personal email addresses. Business addresses, phone numbers, and email addresses are required.

C. Solicitation Timeline

Fiscal Year 2021-22 Adult Education & Vocational School Zero-Emission Vehicle Technology Training Project Solicitation Timeline*

Key Actions	Dates	Time
Public Release of Solicitation	August 25, 2023	5:00 p.m. PDT
Applicant Question Deadline for Conference	September 1, 2023	No later than 5:00 p.m. PDT
Applicant Zoom Conference	September 6, 2023	1:30 p.m. PDT
Posting of Applicant Zoom Conference Question and Answer Document	September 21, 2023	5:00 p.m. PDT
Application Deadline	October 27, 2023	No later than 5:00 p.m. PDT
Review/Rating of Applications	Starting October 31, 2023	N/A
Posting of Applicants	November 17, 2023	N/A
Notification of Application Status	End of Calendar Year 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.

VII. APPLICANT ZOOM TELECONFERENCE

CARB will hold one (1) Applicant Zoom Teleconference where staff will be available to answer questions potential applicants may have regarding eligibility, application completion, and other requirements.

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

September 6, 2023
1:30 p.m. PDT

Zoom Registration Link:

https://us06web.zoom.us/webinar/register/WN_aEgXfJ3fRKeCDV_T--aDQQ

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

The Applicant Zoom Teleconference will be open to all interested entities. The intent of the Applicant Zoom Teleconference is to 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 Applicant Zoom Teleconference will be given priority. Questions may be emailed to danny.luu@arb.ca.gov. Questions may be submitted up to 5:00 p.m. two (2) business days prior to the Applicant Zoom Teleconference.

The questions and answers from the Applicant Zoom Teleconference and any questions received via email will be posted on the CARB website no later than September 21, 2023; this date may be extended at CARB's sole discretion. CARB will not answer questions regarding this solicitation except during an Applicant Zoom Teleconference as specified in this solicitation. 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.

VIII. REQUIRED APPLICATION ELEMENTS

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

Appendix A: Application

- Attachment 1: AQIP/LCTI Applicant Cover
- Attachment 2: Applicant Information, Qualifications, and Resources
- Attachment 3: Proposed Budget
- Attachment 4: Project Proposal
- Attachment 5: Conflict of Interest Declaration
- Attachment 6: STD. 204 Payee Data Record
- Attachment 7: Compliance with the Law Declaration
- Attachment 8: Letters of Reference
- Attachment 9: Insurance Endorsement
- Attachment 10: Attestation of Readiness
- Attachment 11: Non-Collusion Declaration

IX. EVALUATION AND SCORING

CARB will evaluate each application based on the criteria described below. The maximum score is 200 points. The qualifying applicant(s) with the highest overall score will be selected as the Proposed Grantee(s). The selected applicant(s) will be required to sign a Grant Agreement with CARB to fulfill the duties of Grantee (See Appendix B, Sample Grant Agreement).

Scoring Criteria	Total Points Possible
A. Applicant Qualifications	30
B. Proposed Budget	20
C. Project Readiness & Implementation	20
D. Community, Partnerships, Outreach, & Engagement	30
E. Innovation & Future Prospects	40
F. Program Benefits	40
G. Performance Metrics & Data Collection	20
Total	200

Applicants are required to provide strong verifiable letters of support vetting Applicant qualifications, community partnerships, and engagement, project readiness and implementation of the Project, innovation, identified community and program benefits, and supporting the Applicant's ability to implement the Project(s). **Letters of support shall not come from any person with a conflict of interest. Applications shall not be signed by any person with a conflict of interest.**

A. Applicant Qualifications (Appendix A, Attachment 2) - Maximum 30 points

Up to 30 points will be provided based on the Applicant's knowledge, skills, ability, qualifications, and experience to successfully act as Grantee(s) based upon its experience/expertise in successfully implementing similar education, training, and workforce development projects, conducting outreach, and working with and understanding trends and needs for ZEV industry, transportation, and other related stakeholders.

Applicant Qualifications Characteristics	Points Earned
Applicant lacks necessary experience or expertise successfully implementing ZEV technology education, training, and workforce development projects or programs, conducting outreach, and working with key ZEV industry, transportation, workforce development, and other key Project stakeholders. Applicant does not provide letters of support on the Applicant's qualifications.	0 - 10 points
Applicant has demonstrated moderate expertise and experience needed to successfully implement the Project, based on its history implementing ZEV technology education, training, and workforce development projects or programs, conducting outreach, and working with key ZEV industry, transportation, workforce development, and other key Project stakeholders. Applicant provides some letters of support on the Applicant's qualifications, but they do not strongly demonstrate the Applicant's qualifications or ability to implement the Project.	11 - 20 points
Applicant clearly demonstrates the expertise and experience needed to successfully implement the Project, based on its history implementing ZEV technology education, training, and workforce development projects or programs, conducting outreach, and working with key ZEV industry, transportation, workforce development, and other key Project stakeholders. Applicant provides strong letters of support detailing Applicant's qualifications and abilities to perform the tasks of the Project.	21 - 30 points

B. Proposed Budget (Appendix A, Attachment 3) - Maximum 20 points

Up to 20 points will be provided based on the Applicant identifying their Proposed Budget for completing the tasks of the Project consistent with the Sample Grant Agreement, the Project Proposal, and the requirements of this solicitation. The budget must include the total budget requested, which shall include costs to cover the implementation of tasks from the Project execution date in Calendar Year 2024 through Project completion by March 31, 2026. The budget must demonstrate it is justifiable and reasonable to the Project goals and tasks and demonstrates the need for state funding. Budget proposals must also demonstrate how the Project will leverage existing facilities, equipment, and other resources, and how it minimizes administrative costs.

The Grant management costs as outlined in Appendix B, Sample Grant Agreement, Exhibit B, Attachment I - Budget Summary, shall not exceed 5 percent of the total Project funding (Note: any proposals that are greater than 5 percent will be

disqualified). Administrative costs do not include the purchase of equipment including ZEV vehicles, electric vehicle support equipment, or vehicle maintenance and repair systems.

Match funding or in-kind⁷ services are not a requirement for this Project. If there are in-kind services, the budget shall include a description of any applicable commitments, but this will not provide any competitive advantage when CARB scores Project Proposals.

The majority of these funds will be utilized as grants for developing or expanding clean transportation curriculum and adult education and vocational school programs, but up to 15 percent may be leveraged to implement the Outreach & Awareness Plan (Appendix A, Application, Attachment 4).

See Appendix A, Application, Attachment 3-1 for a sample budget.

Proposed Budget Characteristics	Points Earned
Budget is unclear, inconsistent with the Applicant’s Project Proposal, requirements of this solicitation, or are insufficient to successfully complete the Project.	0 - 5 points
Budget is moderately clear and relatively consistent with the Applicant’s Project Proposal, requirements of this solicitation, and is almost adequate to complete the Project. Costs are marginally represented.	6 - 10 points
Budget is clear, detailed, and consistent with the Applicant’s Project Proposal, requirements of this solicitation, and is adequate to complete the Project. Costs are represented clearly.	11 - 15 points
Budget is very clear, detailed, and consistent with the Applicant’s Project Proposal, the requirements of this solicitation, and is more than adequate to complete the Project. Costs are represented very clearly and are appropriate for the level and quality of work to be performed.	16 - 20 points

C. Project Readiness & Implementation (Appendix A, Attachment 4) - Maximum 20 points

Up to 20 points will be provided based on the completeness of the Applicants’ plan and their readiness and ability to implement the Project. The Project Proposal must address how the Applicant will implement all the tasks under the Scope of Work

⁷ *In-kind services refer to goods or services contributed by the Grantee(s) but not charged to the Project, which help to more effectively and efficiently meet the goals of the program.*

(Section V. of this solicitation). The Project Proposal must also demonstrate how they will develop the Project, and how it plans to meet the workforce training and development needs and goals of this solicitation, including how the Project will develop and fully integrate new/expanded ZEV education and training curriculum, increase education, skills, training, and career opportunities that will lead to high-road employment opportunities. The plan must demonstrate coordination and alignment with CARB, relevant local agencies and ZEV industry, CBOs, and other relevant parties on ongoing ZEV and workforce training and education programs. In addition, the plan must include a timeline for project completion. Although included in the plan, the outreach component will be scored in more detail as outlined in the Application (Appendix A, Application, Attachment 4).

Project Readiness & Implementation Characteristics	Points Earned
Project is unclear and/or does not provide the highest impact for the funding provided.	0 - 5 points
Project is complete, provides sound recommendations for effective and efficient project development, implementation, and considers the budget.	6 - 12 points
Project is sound and well organized, tailors recommendations creatively and appropriately to successfully implement the Project, provides recommendations for effective and efficient project development, implementation, and recommends high-impact activities that maximize the effectiveness of the budget. Letters of support are provided that speak to the Applicants' readiness and ability to implement the Project.	13 - 20 points

D. Community, Partnerships, Outreach, & Engagement (Appendix A, Attachment 4) - Maximum 30 points

Up to 30 points will be provided based on applicants' connections, existing and new partnerships, outreach strategies and engagement with the communities, and their ability to develop new partnerships with community rooted organizations focused on ZEV or workforce training and development, including social and economic development services and workforce entities, California ZEV industry and employers, businesses or supply chains, and educational institutions such as local schools, high schools, and community colleges. The Project Proposal must include an Outreach & Awareness Plan detailing how the Applicant plans to promote and increase awareness of the Project (refer to Appendix A, Application, Attachment 4, c. Outreach & Awareness Plan). Applicants will be evaluated on their awareness and outreach strategies, which must indicate how coordinated and targeted outreach as well as education will be provided, in consultation with partners to maximize program

participation, and how the planned outreach and engagement is reasonable and adequate to achieve the goals of the proposed Project. In addition, applicants must demonstrate their ability and experience conducting outreach and engagement with rural communities, CBOs, community leaders, California Native American Tribes (a federally-recognized California tribal government listed on the most recent notice of the Federal Register or a non-federally recognized California tribal government, including those listed on the California Tribal Consultation List maintained by the California Native American Heritage Commission [NAHC])⁸, and priority communities. Applicants must also indicate their experience working with existing workforce training and development efforts or partnerships. Applicants must demonstrate their understanding of disadvantaged communities, low-income communities, and low-income households, education, and workforce training needs throughout the state, and available Low Carbon Transportation Equity Project incentives (equity projects follow SB 535's direction that investments must benefit California's low-income, disadvantaged, and tribal communities. These projects provide direct benefits to priority populations, such as reduced greenhouse gas, criteria pollutant, and toxics emissions, as well as other co-benefits). Applicants must promote ZEV education and training in priority populations and provide program enrollment support including support in language(s) commonly spoken in those communities.

This Project may require Grantees to work with CARB's Low Carbon Transportation Projects and other related incentive programs, such as the Inclusive, Diverse, Equitable, Accessible, and Local (IDEAL) ZEV Pilot Project (<https://www.caclimateinvestments.ca.gov/ideal-zev-workforce>), Foundation for California Community Colleges ZEV Workforce Training projects, Advanced Technology Demonstration and Pilot Projects (<https://ww2.arb.ca.gov/lcti-advanced-technology-demonstration-and-pilot-projects>), and the Planning and Capacity Building, Clean Mobility in Schools (CMIS) and the Sustainable Transportation Equity Project (STEP) (<https://ww2.arb.ca.gov/lcti-step-pcb-cmis>).

⁸ California Air Resources Board. Tribal Consultation Policy. October 2018.

https://ww2.arb.ca.gov/sites/default/files/barcu/regact/nonreg/2018/california_air_resources_board_tribal_consultation_policy.pdf?_ga=2.103921346.313136039.1690212985-58855227.1685659415

Community, Partnership, Outreach & Engagement Characteristics	Points Earned
<p>The Applicant does not demonstrate a clear understanding of priority population barriers and needs in accessing ZEV workforce education, training, and workforce development. Applicant does not adequately demonstrate the ability to promote education and training in disadvantaged communities, low-income communities, and low-income households. Applicant does not adequately demonstrate the ability to provide support for participants, including support in language(s) commonly spoken in those communities. Applicant does not demonstrate adequate experience for effective collaboration with other CARB’s workforce project programs, relevant organizations, CBOs, ZEV industry, and other relevant parties. Applicant does not exhibit ability to maximize effective use of available funding and to establish and maintain key partnerships. Applicant does not provide letters of support on community partnerships and engagement.</p>	<p>0 - 10 points</p>
<p>The Applicant demonstrates a relatively clear understanding of priority population barriers and needs in accessing ZEV workforce education, training, and workforce development. Applicant marginally demonstrates the ability to promote education and training in priority populations. Applicant marginally demonstrates the ability to provide support for participants, including support in language(s) commonly spoken in those communities. Applicant vaguely demonstrates adequate experience for effective collaboration with other CARB’s workforce project programs, relevant organizations, CBOs, ZEV industry, and other relevant parties. Applicant somewhat exhibits the ability to maximize effective use of available funding to establish and maintain key partnerships. Applicant provides some letters of support on community partnerships and engagement, but they do not strongly demonstrate the Applicant’s community partnerships or ability to conduct outreach and engagement.</p>	<p>11 - 20 points</p>

Community, Partnership, Outreach & Engagement Characteristics	Points Earned
<p>The Applicant creatively demonstrates a clear understanding of priority population barriers and needs in accessing ZEV workforce education, training, and workforce development. Applicant demonstrates the ability to effectively promote education and training in priority populations. Applicant clearly demonstrates the ability to provide support for participants, including support in language(s) commonly spoken in those communities. Applicant demonstrates robust experience for effective collaboration with other CARB’s workforce project programs, relevant organizations, CBOs, ZEV industry, and other relevant parties. Applicant exhibits strong ability to maximize effective use of available funding to establish and maintain key partnerships. Applicant provides strong letters of support on community partnerships and engagement.</p>	<p>21 - 30 points</p>

E. Innovation & Future Prospects (Appendix A, Attachment 4) - Maximum 40 points

Up to 40 points will be provided based on the Applicant demonstrating innovative and original ideas on creating or supporting existing adult education and vocational school programs, including increasing ZEV outreach, education, and workforce development strategies for priority populations. Applicants must demonstrate how their project ideas are viable and feasible to the constraints of the Project’s budget and timeline. In addition, applicants must indicate new thoughts and perspectives for engagement, collection of data, and/or leveraging new partners, and how the Project could be replicated in other regions and ZEV markets in the state. Applicants must demonstrate how the Project will leverage new and unique opportunities for ZEV employment in cross-sector industries/markets, and how the Project, project partners, and future funding is expected to leverage support for future prospects beyond the term of the funding agreement.

Innovation & Future Prospects Characteristics	Points Earned
<p>Applicant does not demonstrate innovative program ideas for creating or supporting existing adult education and vocational school programs in priority populations. Applicant does not demonstrate how project ideas are viable and feasible, nor how it meets outreach training needs. Applicant does not demonstrate new ideas for engagement, data collection, leveraging partnerships, nor how the Project could be replicated. Applicant does not demonstrate how the Project will leverage new and unique opportunities for ZEV employment, project partners, and future funding support beyond the term of funding agreement.</p>	<p>0 - 10 points</p>
<p>Applicant has demonstrated moderate innovative program ideas for creating or supporting existing adult education and vocational school programs in priority populations. Applicant moderately demonstrates how project ideas are viable and feasible. Applicant moderately demonstrates new ideas for engagement, data collection, leveraging partnerships, and how the Project could be replicated. Applicant moderately demonstrate how the Project will leverage new and unique opportunities for ZEV employment, project partners, and future funding support beyond the term of funding agreement.</p>	<p>11-25 points</p>
<p>Applicant demonstrates clear innovative program ideas for creating or supporting existing adult education and vocational school programs in priority populations. Applicant clearly demonstrates how project ideas are viable and feasible. Applicant clearly demonstrates new ideas for engagement, data collection, leveraging partnerships, and how the Project could be replicated. Applicant clearly demonstrate how the Project will leverage new and unique opportunities for ZEV employment, project partners, and future funding support beyond the term of funding agreement.</p>	<p>26-40 points</p>

F. Program Benefits (Appendix A, Attachment 4) - Maximum 40 points

Up to 40 points will be provided based on the degree to which the Applicant will increase training opportunities and program participation by priority populations in California. Applicants must demonstrate how the Project maximizes the number of participants expected to complete training, and the total hours of training provided for each participant. In addition, applicants must demonstrate how the Project will accelerate ZEV deployment needed to achieve state and local environmental and economic goals in California, and how the Project addresses, and maximizes project benefits for priority communities using the CalEnviroScreen 4.0 Tool to help make this determination.

Program Benefits Characteristics	Points Earned
<p>Applicant does not demonstrate how the Project will increase ZEV education and training opportunities and participation by priority populations. Applicant does not demonstrate how the Project maximizes the number of participants completing training. Applicant does not demonstrate how the Project will accelerate ZEV deployment. Applicant does not demonstrate how the Project addresses and maximizes project benefits for priority and/or tribal communities. Applicant does not provide letters of support about the level of degree to which the Applicant can increase training and program participation for priority populations.</p>	<p>0 - 10 points</p>

Program Benefits Characteristics	Points Earned
<p>Applicant vaguely demonstrates how the Project will increase ZEV education and training opportunities and participation of priority populations. Applicant vaguely demonstrates how the Project maximizes the number of participants completing training. Applicant vaguely demonstrates how the Project will accelerate ZEV deployment. Applicant vaguely demonstrates how the Project addresses and maximizes project benefits for priority and/or tribal communities. Applicant provides some letters of support on the level of degree to which the Applicant can increase training and program participation for priority populations, but they do not strongly demonstrate the Project’s program benefits.</p>	<p>11-25 points</p>
<p>Applicant clearly demonstrates how the Project will increase ZEV education and training opportunities and participation of priority populations. Applicant clearly demonstrates how the Project maximizes the number of participants completing training. Applicant clearly demonstrates how the Project will accelerate ZEV deployment. Applicant clearly demonstrates how the Project addresses and maximizes project benefits for priority and/or tribal communities. Applicant provides strong letters of support on the Project’s program benefits.</p>	<p>26-40 points</p>

G. Performance Metrics & Data Collection (Appendix A, Attachment 4) - Maximum 20 points

Up to 20 points will be provided based on the degree to which the Applicant is able to demonstrate the ability to collect required qualitative and quantitative program data for at least six months of the Project term demonstrating program and participant progress, and program benefits, including industry standard workforce development metrics, priority populations’ access to zero-emission training, pathways to jobs, and other project benefits. Applicants must demonstrate details about the disadvantaged communities the Project will serve, including the proposed social and economic benefits of participants. Applicants must address metrics that determine how the Project helps close gaps and overcomes barriers residents of the priority communities face in accessing ZEV training, education, and access to good-quality job opportunities. Applicants must demonstrate a methodology to survey project participants to determine how successful the Project is and to determine whether project refinements are needed. Refer to Section J. Reporting & Documenting Expenditure of State Funds (Appendix B, Sample Grant Agreement), for minimum

required project reporting data.

Performance Metrics & Data Collection Characteristics	Points Earned
<p>Applicant does not demonstrate the capacity to collect the required qualitative and quantitative program data for the full duration of the Project term. Applicant does not demonstrate details about the priority populations the Project will serve, and social and economic benefits of the Project. Applicant does not address metrics that determine how the Project helps close gaps in ZEV training, education, and access to good-quality job opportunities. Applicants does not demonstrate a methodology for program evaluation.</p>	<p>0 - 10 points</p>
<p>Applicant clearly demonstrates the capacity to collect required qualitative and quantitative program data for the full duration of the Project term. Applicant clearly demonstrates details about the priority populations the Project will serve, and social and economic benefits of the Project. Applicant clearly addresses metrics that determine how the Project helps close gaps in ZEV training, education, and access to good-quality job opportunities. Applicants clearly demonstrates a methodology for project evaluation.</p>	<p>11 - 20 points</p>

X. ADMINISTRATION

A. Cost of Developing Application

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

B. Errors

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

C. Immaterial Defect

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

D. Disposition of Applicant's Documents

On the date that the Grant Agreement is signed, all proposals and related material submitted in response to this solicitation become the property of the State and may be considered public records.

E. Applicant's Admonishment

This solicitation contains the instructions governing the Project Grantee(s) 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 grant recipient's application shall be incorporated by reference into the final agreement.

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

G. No Agreement Until Signed

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

H. No Modifications to the General Provisions

Because time is of the essence, if an applicant at any time, including after Preliminary Grantee(s) Selection, attempts to negotiate, or otherwise seeks modification of, the General Provisions (attached as Appendix B, Sample Grant Agreement, Exhibit A, Section N.), 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, Exhibit A, Section N. entitled "Prevailing Wage and Labor Compliance." Prevailing wage rates can be significantly higher than non-prevailing wage rates. Failure to pay legally-required prevailing wage rates can result in substantial damages and financial penalties, termination of the grant agreement, disruption of projects, and other consequences.

J. Remedies for Non-performance

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

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

K. Solicitation Cancellation and Amendments

CARB reserves the right to do any of the following:

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

L. Other Requirements

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

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

transmitting the new application (the "Letter of Transmittal"). CARB personnel will not merge, collate, or assemble application materials. Once received, the new amended application package will replace the previously submitted application package in its entirety. All amended application packages must be submitted and received by the Application Deadline.

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

- 10. Confidentiality** - All data and information obtained from CARB by the Applicant or provided to the Applicant or its agents in this Solicitation process, including reports, recommendations, specifications, and other data, shall be treated by the Applicant, and its agents, representatives, sub-consultants, assigns, and employees, as confidential. The Applicant and its agents, assigns, employees, sub-consultants, and representatives shall not disclose/communicate this information to a third party or use it in advertising, publicity, propaganda, or in another job or jobs, unless written consent is obtained from the CARB. In addition to the requirements of the CPRA, CARB may be under other legal obligations for release or disclosure of the information contained in any application package submitted and makes no warranty or representation that such information and accompanying documents will not be released where required or allowed to be released by applicable law.
- 11. Electronic Mail Address** - Communications regarding this Solicitation will be conducted by electronic mail (email). Potential applicants agree to provide a valid email address with the application package. CARB is not responsible or liable for email communications that do not make it to the intended destination (receiver).
- 12. Use of Electronic Versions of the Solicitation** - This Solicitation is made available by electronic means. In the event of conflict between a version of the Solicitation in the Applicant's possession and the version maintained by the Solicitation Lead, the version maintained by the Solicitation Lead will govern.
- 13. Americans with Disabilities Act (ADA) Language** - If selected, the Grantee must ensure that all products and services submitted to CARB, uploaded, or otherwise provided to or funded by CARB, or offered to or made available to the public by the Grantee and/or by any of its subgrantees, including but not limited to data, software, plans, drawings, specifications, reports, operating manuals, notes and other written or graphic work prepared in the course of performance of this Grant, as specified in any attached Exhibits (collectively, the "Work"), comply with Web Content Accessibility Guidelines 2.0, levels A and AA, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Part 1194) (collectively, the "Accessibility Requirements"). For any Work provided to CARB in PDF format, Grantee, along with its subgrantees, shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign).

- a. CARB may request documentation from the Grantee of compliance with the requirements described above and may perform testing to verify compliance. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant. Grantee must bring into compliance, at no cost to CARB, any Work by Grantee, or its subgrantees, not meeting the Accessibility Requirements. If Grantee fails to bring the Work into compliance with the Accessibility Requirements within five (5) business days of issuance of written notice from CARB, or within the time frame specified by CARB in its written notice, then Grantee will be responsible for all costs incurred by CARB in bringing the Work into compliance with the Accessibility Requirements. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant Agreement for a period of one year following delivery of the final deliverable under this Grant Agreement. Deviations from the Accessibility Requirements are permitted only by written consent by CARB.

14. Assignment of Clayton Act, Cartwright Act Claims - In submitting an application to this Solicitation, the responding person and/or entity offers and agrees that, if the application is accepted and results in the execution of a Grant Agreement, then it will assign to CARB all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) and, where applicable, under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from or relating to any and all purchases of goods, materials, or services by said responding person and/or entity relating to the Grant Agreement obligations.

15. CARB Rights - the CARB reserves the right to do any of the following at any time:

- a. Reject any or all application(s), without indicating any reason for such rejection;
- b. Waive or correct any minor or inadvertent defect, irregularity, or technical error in an application, in the Solicitation or the Solicitation process, or as part of any subsequent grant negotiation;
- c. Request that an applicant or applicants supplement or modify all or certain aspects of a submittal or other documents or materials that have been submitted;
- d. Terminate the Solicitation at any time (even after an intent to award has been determined), and at CARB's sole discretion, issue a new Solicitation;
- e. Procure services or issue grants specified in this Solicitation by any other legal means;
- f. Modify the selection process, the grant terms, or the contents or

- format of the forms, conditions, instructions or requirements;
- g. Extend or modify deadlines specified in this Solicitation or in the grant agreement, including deadlines for accepting applications;
 - h. Modify any terms and/or conditions of the sample Grant Agreement (Appendix B, Sample Grant Agreement);
 - 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 qualifying 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.

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

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

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

18. Nondiscrimination - In the performance of the Grant Agreement, the Applicant acknowledges, agrees and understands that the selected Grantee and all of its contractors, subcontractors, subgrantees, affiliates, employees, agents and assigns shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or veteran or military status, nor shall any employee be discriminated against or

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

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

- 19. Environmental Justice** - In the performance of the Grant Agreement, the Applicant acknowledges, agrees, and understands that the selected Grantee is required to conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, genders, cultures, and income levels, including minority populations and low-income populations of the State of California. Equal access includes, but is not limited to, ensuring language barriers are fully addressed to the satisfaction of CARB and as otherwise required by local, state, or federal law.
- 20. 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 the requirements of this Solicitation. Such submissions shall be treated as non-qualifying applications.
- 21. 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 application for funding submitted to CARB. A knowing or willful violation of this section may result in a member being guilty of a misdemeanor and fined up to the greater of \$10,000 or three times the amount of an amount unlawfully received. If a court determines a violation occurred and that the official action might not otherwise have been taken or approved if not for the prohibited communication, the grant may be voided. (See Gov. Code §§ 91000, 91003.)

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

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

23. Advance Payments (Under a Fully Executed Grant Agreement). Consistent with the Legislature's direction to expeditiously disburse grants, CARB in its sole discretion may provide advance payments of Grant Funds (after a Grant Agreement has been fully executed for costs incurred after Grant Agreement execution) in a timely manner to support program initiation and implementation with a focus on mitigating the constraints of modest reserves and potential cash flow problems.

- a. All advance payment requests must comply with the Advance Payment regulations found at California Code of Regulations (C.C.R.), title 17, sections 91040 to 91044.
- b. Recognizing that appropriate safeguards are needed to ensure Grant Funds are used responsibly, CARB has developed the Grant conditions described below to establish control procedures for advance payments. CARB may provide advance payments if CARB determines ALL the following conditions exist:
- c. The advance payments are necessary to meet the purposes of the Grant Project.
- d. The use of the advance funds is adequately regulated by Grant Agreement or budgetary controls.
- e. This Solicitation sets out the terms and conditions under which an advance payment may be received consistent with the Advance Payment regulations (17 CCR 91040 et seq).
- f. The Grantee selected is either a small air district or the Grantee meets ALL the following criteria:
 - i. Has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing with the California Franchise Tax Board and United States Internal Revenue Service.
 - ii. Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the Grant Agreement.
 - iii. Submits a spending plan to CARB for review prior to receiving the advance payment.
 - iv. The spending plan includes Project Schedules, timelines, milestones, and the Grantee's fund balance for all state Grant programs.
 - v. CARB will consider the available fund balance when determining the amount of the advance payment.

- vi. Grantee reports to CARB any material changes to the spending plan within 30 days.
- vii. Grantee agrees to not provide advance payment to any other entity or person.
- g. Pursuant to the Grant Agreement terms, in the event of the nonperformance of the selected Grantee, CARB will require the full recovery of the unspent moneys. The Grantee will provide a money transfer confirmation within 45 calendar days upon the receipt of a notice from CARB.
- h. The selected Grantee must complete and submit to CARB for review and approval, an Advance Payment Request Form, along with each Grant disbursement that is requesting advance payment.
- i. The selected Grantee will also submit a certification to CARB pursuant to 17 CCR section 91043 for each advance payment request.
- j. CARB may provide an advance of the direct Project costs of the Grant, if the Project has moderate reserves and potential cash flow issues. Advance payments will not exceed the selected Grantee's interim cash needs.
- k. The selected Grantee assumes all legal and financial risk of the advance payment.
- l. The selected Grantee will place funds advanced under this section in an interest-bearing account. The selected Grantee will track interest accrued on the advance payment. Interest earned on the advance payment will only be used for eligible Grant-related expenses as outlined in the executed Grant Agreement or will be returned to CARB.
- m. The selected Grantee will report to CARB the value of any unused balance of the advance payment and interest earned on the advance payment and submit quarterly fiscal accounting reports consistent with the financial reporting provisions of the executed Grant Agreement.
- n. The selected Grantee will remit to CARB any unused portion of the advance payment and interest earned on the advance payment by not later than the date specified in the executed Grant Agreement, or, alternatively, the reversion date of the appropriation, whichever is earlier.

24. Executive Order N-6-22 - Russia Sanctions: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts and grants with, and to refrain from entering any new contracts and grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should

the State determine that a grantee, contractor, or subcontractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the grantee, contractor or subcontractor advance written notice of such termination, allowing the grantee, contractor, or subcontractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

25. Insurance requirements: The Grantee, including its contractors and subcontractors who are performing work under this Grant, must comply with all requirements outlined in the (1) General Provisions and (2) Insurance Requirements outlined below. No payments will be made under the grant until the Grantee fully complies with all insurance requirements.

1. General Provisions Applying to All Policies:

- a. Coverage Term - Coverage needs to be in force for the complete term of the grant. If insurance is set to expire during the term of the grant, a new certificate must be received by the State at least ten days prior to the expiration of this insurance. Any new insurance must comply with the original Grant terms.
- b. Policy Cancellation or Termination & Notice of Non-Renewal - The Grantee is responsible to notify the State within five business days of any cancellation, non-renewal, or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and the Grantee agrees no work or services will be performed prior to obtaining such approval. In the event that the Grantee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate the Grant upon the occurrence of such event, subject to the provisions of the Grant.
- c. Premiums, Assessments, and Deductibles - The Grantee is responsible for any premiums, policy assessments, deductibles, or self-insured retentions contained within their insurance program.
- d. Primary Clause - Any required insurance contained in the Grant shall be primary, and not excess or contributory, to any other insurance carried by the State.
- e. Insurance Carrier Required Rating - All insurance companies must carry an AM Best rating of at least "A-" with a financial category rating of no lower than VI. If the Grantee is self-insured for a portion or all 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. Satisfying a Self-Insured Retention (SIR) -All policies with an SIR shall be endorsed to allow the State to satisfy the SIR or Deductible at the State's discretion. The State may deduct from any amounts otherwise due to Grantee to fund the SIR/deductible. Policies shall not contain any provision that limits the satisfaction of the SIR/deductible to the Named Insured. The Grantee's insurer may also eliminate the SIR/deductible in favor of the State's interests.
 - i. Available Coverages/Limits - All coverage and limits available to the Grantee shall also be available and applicable to the State.
 - j. Use of Contractor or Subcontractor - In the case of the Grantee's utilization of contractors or 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 contractor's and subcontractor's insurance to the State subject to all the insurance requirements below.
2. Grant Insurance Requirements - The Grantee (and its contractors and subcontractors) 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 and all endorsements required must be attached:
- a. Commercial General Liability - The Grantee, its contractors, and subcontractors, shall each obtain and maintain, during the Grant Term, commercial general liability insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal and advertising injury liability, premises, independent contractor, operations, products, completed operations, and contractual liability coverage for the indemnity provided under this Grant. Coverage shall be written on an occurrence basis in an amount not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$5,000,000. The State of California, the California Air Resources Board and its/their officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations performed or carried out in relation to or under the Grant. A "per project aggregate" endorsement is required. This insurance shall apply separately to each insured against whom claim is made or suit is brought. Upon request, Grantee shall provide CARB with proof of insurance coverage.

- b. Automobile Liability - If the Grantee, or its contractors or subcontractors, will be using vehicles to complete the Project or driving a vehicle onto State property, then motor vehicle liability insurance is required. Grantee, and its contractors and subcontractors, shall have motor vehicle liability insurance that complies with these provisions upon procurement of the vehicle. Grantee, and its contractors and subcontractors, shall each obtain and maintain motor vehicle liability insurance with limits of not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle, including owned, hired, and non-owned motor vehicles. At the request CARB, the Grantee must show proof of motor vehicle liability insurance. Failure to provide proof upon request will result in termination of the Grant. The policy must name "The State of California, the California Air Resources Board, and its/their officers, agents, and employees as additional insureds, but only with respect to work or operations performed or carried out in relation to or 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 certificate. By signing this Grant Agreement, Grantee acknowledges compliance with the State of California Workers Compensation regulations.
- d. Non-Profit Organization with Volunteers Only (if applicable): A Volunteer Accident Insurance Policy with a limit not less than \$1,000,000. The policy shall contain a waiver of subrogation in favor of the State of California, if such endorsement is available in the open market. Said policy shall be issued by an insurance company with a rating which is acceptable to the Department of General Services, Office of Risk and Insurance Management. CARB in consultation with DGS reserves the right to review and adjust insurance requirements as necessary during the Grant Term.
- e. Cyber Liability coverage, with limits not less than \$1,000,000 per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Grantee in the Grant Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well.

- f. 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.