

AGREEMENT between ECOLOGY ACTION OF SANTA CRUZ and the CITY OF  
WATSONVILLE

THIS AGREEMENT is entered into this day \_\_\_\_\_ of 2025 by and between Ecology Action of Santa Cruz, a nonprofit organization hereinafter called ECOLOGY ACTION, and the City of Watsonville, hereinafter called CONTRACTOR, collectively the PARTIES.

WHEREAS, ECOLOGY ACTION applied for and received the California Air Resources Board (CARB) Clean Mobility In Schools (CMIS) & Sustainable Transportation Equity Program (STEP) grant ("Grant") in the amount of \$7,218,058 to be used on ¡Adelante Watsonville!; and

WHEREAS, in its application for the Grant, CARB budgeted approximately \$3,238,235 to be provided to the City of Watsonville to finance various projects and improvements, as specified in the Grant.

The PARTES agree as follows:

1. PROJECT. ¡Adelante Watsonville! is designed to give residents access to affordable options to reduce or forego car ownership and limit gasoline powered vehicle trips/miles by providing new bicycle and pedestrian infrastructure, new EV carshares, and expanded e-bikeshare services supported by bilingual/bicultural education and encouragement programs. This project is delivered by a collaboration of social equity, health, and sustainability-focused CBOs, local government, community residents, and service providers who are attuned to the needs of priority communities. This project is funded by California Air Resources Board (CARB) Clean Mobility In Schools (CMIS) & Sustainable Transportation Equity Program (STEP) grant.

2. GRANT FUNDS. All services provided by CONTRACTOR pursuant to this Agreement and all funds provided by ECOLOGY ACTION for such services are provided by Grant funds. The requirements for use of Grant funds are attached hereto as Exhibit ----. CONTRACTOR agrees to abide by all requirements. ECOLOGY ACTION agrees to provide any updated or revised requirements to CONTRACTOR as necessary.

2. DUTIES. CONTRACTOR agrees to provide bicycle and pedestrian infrastructure improvements, electric street sweeper, support and coordinate with EV carshare and ebike share service providers, and promote ¡Adelante Watsonville! services to Watsonville residents. CONTRACTOR agrees to perform the services described in Exhibit A, Statement of Work consistent with Exhibit B Budget and Timeline.

A. CONTRACTOR is responsible for performing all work in a timely manner and for complying with all terms, provisions, and conditions of this Agreement, including all incorporated documents, and fulfilling all assurances, declarations, representations, and statements made. CONTRACTOR will include the following provisions in any agreements subcontractors or service providers who will be providing services using funds from the Grant :

2. COMPENSATION. In consideration for CONTRACTOR providing services under the terms of this contract, ECOLOGY ACTION agrees to pay CONTRACTOR for each service provided as outlined in Exhibit A. Total compensation to the CONTRACTOR for performance of services under this Agreement will not exceed **\$3,238,235**.

3. TERM. The term of this Agreement shall be **XXX 2025** to 31 of May 2027 unless terminated or cancelled sooner per the terms of this Agreement.

4. TERMINATION FOR CAUSE. This Agreement may be terminated by ECOLOGY ACTION if ECOLOGY ACTION determines, in its sole discretion, that CONTRACTOR has breached any of the terms or conditions of this agreement or if ECOLOGY ACTION determines, in its sole discretion, that CONTRACTOR violated or is in violation of any of their respective obligations or responsibilities under this agreement. ECOLOGY ACTION agrees to provide CONTRACTOR thirty (30) days written notice of anticipated termination, the reasons therefor, and an opportunity to cure.

- i. CONTRACTOR agrees that the following is a non-exhaustive list of the circumstances that constitute non-performance under this agreement and that these circumstances will be solely determined by ECOLOGY ACTION: (1) failure to comply with any of the Grant provisions, as shown in Exhibit C; (2) failure to obligate or expend Grant funds within established timelines, or failure to show timely interim progress to meet these timelines; (3) insufficient performance or widespread deficiencies with Grant fund or project oversight, enforcement, recordkeeping, contracting, inspections, or any other duties; (4) misuse of Grant funds; (5) funding of ineligible activities or other items; (6) exceeding the allowable Grant fund allocation; (7) insufficient, incomplete or faulty documentation; (8) failure to provide required documentation or reports in a timely manner; and (9) poor performance as determined by a review or fiscal audit.
- ii. Additional Remedies. In addition to any other requirements and remedies set out elsewhere in this agreement, upon request by ECOLOGY ACTION, the CONTRACTOR will also perform as follows: (i) Within fourteen (14) days of any request, timely develop and implement a corrective action plan; (ii) Immediately cease all work and spending, and notify all contractors, subcontractors, consultants, and employees to immediately cease all work and spending.

5. EARLY TERMINATION. Either PARTY may terminate this Agreement at any time by giving 30 days written notice to the other party. In the event of early termination, the PARTIES will meet to discuss the resolution of any work in progress and the payment for any work performed after the effective date of the termination.

7. FISCAL ADMINISTRATION.

- A. The CONTRACTOR acknowledges, understands, and agrees that any information contained in any status reports or other submissions may be used by ECOLOGY ACTION, CARB or any of its third-party representatives to verify compliance with the provisions of this Agreement. Allowable expenditures for costs associated with the Grant are defined in the Request for Application ("RFA") (Exhibit D).
- B. No Grant Funds shall be used to purchase real property (buildings, land, etc.). Under no circumstance will CONTRACTOR be reimbursed for vehicles or equipment that exceeds the purchase price.
- C. CONTRACTOR must provide project data to assess the impact of bicycle and pedestrian infrastructure improvements.
- D. the CONTRACTOR will not bill costs of City staff time to ECOLOGY ACTION.
- E. The CONTRACTOR agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of Grant Funds to a level of expenditure adequate to establish that such funds have not been used in violation of local, State, or federal law. Unless otherwise prohibited by federal, State, or local law, the CONTRACTOR further agrees that it will maintain separate Grant Fund accounts as required to manage and administer the Project, including the use of Generally Accepted Accounting Principles.
- F. For any Grant Funds paid in advance, the CONTRACTOR shall not commingle the Grant Funds account with any other accounts, revenues, grants, donations, or funds. The

CONTRACTOR shall maintain all advance pay Grant Funds in separate bank accounts designated specifically for the purposes of carrying out the obligations of this Grant.

8. MAINTAIN DOCUMENTS OF GRANT FUNDS. The CONTRACTOR must maintain all supporting documentation and accounting of Grant Funds requested, expended, transferred, held, or used, including all of the following:

- i. Personnel records, including but not limited to timesheets and other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours, or percentage of time staff devoted to Project implementation and administration.
- ii. Consultant fees, including but not limited to consultant contracts and invoices.
- iii. Printing, mailing, and travel expenses, including but not limited to receipts and/or invoices.
- iv. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those amounts paid to the State's represented employees. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CARB. The State's travel and per diem reimbursement amounts may be found online at <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee.
- v. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB or its designee. These records must be retained for a minimum of five (5) years after ECOLOGY ACTION'S submittal of the final Program invoice to CARB.
- vi. The above documentation must be provided to ECOLOGY ACTION upon request, in quarterly Status Reports and in the Final Report.

9. INDEMNIFICATION. CONTRACTOR shall, indemnify, defend, and hold harmless ECOLOGY ACTION, without limitation, its officers, agents, employees and volunteers from and against:

- (A) Any and all claims, demands, losses, damages, reasonable defense costs, or liability of any kind or nature which ECOLOGY ACTION may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner relating to the CONTRACTOR'S performance, actions and inactions under the terms of this Agreement, including but not limited to actions or inactions relating to, arising out of, or resulting from the operation, design, or manufacture of any equipment, vessels, vehicles, or engines purchased, acquired, developed, modified, or used with Grant Funds, in whole or in part, excepting any liability arising out of the sole negligence of ECOLOGY ACTION. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.
- (B) Any and all federal, state and local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

10. INSURANCE REQUIREMENTS.

- A. Coverage Term: Coverage needs to be in force for the complete Term of the agreement. If insurance is set to expire during the Term of the agreement, a new certificate must be received by ECOLOGY ACTION at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original terms.
- B. Policy Cancellation or Termination & Notice of Non-Renewal: CONTRACTOR is responsible to notify ECOLOGY ACTION within five (5) 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 ECOLOGY ACTION and Contractor agrees that no work or services will be performed prior to obtaining such approval. In the event the CONTRACTOR fails to keep in effect at all times the specified insurance coverage, ECOLOGY ACTION may, in addition to any other remedies it may have, terminate the Agreement upon the occurrence of such event, subject to the provisions of the Grant.

- C. Premiums, Assessments and Deductibles: The CONTRACTOR is responsible for any premiums, policy assessments, deductibles, or self-insured retentions contained within their insurance program.
- D. Primary Clause: Any required insurance contained shall be primary, and not excess or contributory, to any other insurance carried by ECOLOGY ACTION.
- 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 CONTRACTOR is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- F. Endorsements: Any required endorsements requested by the State or required by way of this Agreement 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 CONTRACTOR'S obligations under the agreement.
- H. Use of Contractors, Consultants, or Subcontractors: In the case of CONTRACTOR'S utilization of contractors, consultants, or subcontractors to complete any part of the Scope of Work in Exhibit A, the CONTRACTOR shall include all contractors, consultants, and subcontractors as insureds under the CONTRACTOR'S insurance or supply evidence of the contractor's, consultant's, or subcontractor's insurance equal to the policies, coverages, and limits required of the CONTRACTOR.
- I. The CONTRACTOR shall display evidence of the following on a certificate of insurance, which includes all the required endorsements, including additional insured endorsements and waiver of subrogation/right to recover endorsements. Failure to provide the certificates upon request will result in the termination of the Agreement. CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide ECOLOGY ACTION on or before the effective date of this Agreement with Certificates of Insurance for all required coverage. All Certificates of Insurance shall be delivered or sent to:  
Contracts Administration  
Ecology Action of Santa Cruz  
877 Cedar St. Suite 240  
Santa Cruz, CA 95060  
contracts@ecoact.org
- J. The following coverages must be evidenced on the certificates of insurance:
  - a. Commercial General Liability: The CONTRACTOR shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. A "per project aggregate" endorsement is required. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract or Grant. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the CONTRACTOR'S limit of liability. For any work or activity performed or carried out in whole or in part using Grant Funds or to carry out any term or condition of this Grant Agreement, each insurance policy must, name "the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional

insureds” and “Ecology Action of Santa Cruz, and its funders, officials, employees, agents and volunteers as additional insureds” by an endorsement that states the names exactly as stated above in this Agreement. A blanket additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California and Ecology Action of Santa Cruz must also be attached to the certificate.

- b. Automobile Liability: If the CONTRACTOR will be using vehicles to complete the Project or driving a vehicle onto State property, automobile liability insurance is required. Compliance of automobile liability is required upon procurement of the vehicles. For vehicles used in CARB-funded shared mobility services (e.g., electric bikes and scooters, car share vehicles, shuttles, and buses), the CONTRACTOR shall maintain motor vehicle liability with limits of not less than \$5,000,000 per accident. For any other vehicle that is not used in a CARB-funded shared mobility service (e.g., vehicles used for project planning, rebalancing, maintenance, marketing, outreach, or driving to events), the CONTRACTOR 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 ECOLOGY ACTION or CARB, the CONTRACTOR must show proof of automobile liability. Failure to provide proof upon request will result in the termination of the Agreement. For any work or activity performed or carried out in whole or in part using Grant Funds or to carry out any term or condition of this Agreement, each insurance policy must name “the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds” and “Ecology Action of Santa Cruz, and its funders, officials, employees, agents and volunteers as additional insureds” by an endorsement that states the names exactly as stated above in this Agreement. A blanket additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of Ecology Action of Santa Cruz and the State of California must also be attached to the certificate.
  - i. In the event that the Fleet Owner maintains business automobile liability insurance, the insurance policy must name “the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds” and “Ecology Action of Santa Cruz, and its funders, officials, employees, agents and volunteers as additional insureds” by endorsement that states the names exactly as stated above in this Grant Agreement. A blanket additional insured endorsement is not acceptable.
  - ii. By signing the Agreement, the CONTRACTOR certifies that the CONTRACTOR and any employees, subcontractors, or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. Ecology Action of Santa Cruz and the State reserve the right to request proof at any time.
- c. In addition to the insurance requirements listed above, the CONTRACTOR must supply specific coverage for Electric Bikes and Scooters, with a limit of at least \$5,000,000. Proof of coverage can be submitted in two (2) ways:
  - i. If coverage is from an Electric Bike and Scooter insurance carrier, only the certificate of insurance is required showing specific insurance for Electric Bikes and Scooters; OR,
  - ii. If coverage is endorsed to the General Liability policy, the insurance company must supply a separate endorsement showing proof of Electric Bike and Scooter Coverage. Either policy must name, by endorsement, “the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds with respect to liability arising out of work or operations performed by or on behalf of any recipient of CARB funds including any electric bikes and scooters in connection with any such work or operations” and “Ecology Action of Santa Cruz, and its funders, officials, employees, agents and volunteers with respect to liability arising out of work or operations performed by or on behalf of any recipient of CARB funds including any electric bikes

and scooters in connection with any such work or operations”. The endorsement must state the names exactly as stated above in this Agreement. A blanket additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California and Ecology Action of Santa Cruz must also be attached to the certificate.

- d. Workers Compensation and Employers Liability: The CONTRACTOR shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Agreement. In addition, employer’s liability limits of \$1,000,000 are required. A Waiver of Subrogation or Right to Recover endorsement in favor of Ecology Action of Santa Cruz and the State of California must be attached to the certificate.
- 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 CONTRACTOR in the Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering 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, regulatory fines, and penalties, as well as credit monitoring expenses. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of Ecology Action of Santa Cruz and the State of California in the care, custody, or control of the CONTRACTOR. For any work or activity performed or carried out in whole or in part using Grant Funds or to carry out any term or condition of this Grant Agreement, each insurance policy must name “the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds” and “Ecology Action of Santa Cruz, and its funders, officials, employees, agents and volunteers as additional insureds” by an endorsement that states the names exactly as stated above in this Agreement. A blanket additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California and Ecology Action of Santa Cruz must also be attached to the certificate.
- f. Professional Liability (Errors and Omissions): Insurance appropriate to the CONTRACTOR’s profession, with limit no less than \$2,000,000 per occurrence or claim and \$5,000,000 aggregate. For any work or activity performed or carried out in whole or in part using Grant Funds or to carry out any term or condition of this Grant Agreement, each insurance policy must name “the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds” and “Ecology Action of Santa Cruz, and its funders, officials, employees, agents and volunteers as additional insureds” by an endorsement that states the names exactly as stated above in this Agreement. A blanket additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California and Ecology Action of Santa Cruz must also be attached to the certificate.
- i. Self-insurance: If the CONTRACTOR has elected to be self-insured it must receive approval of its self-insurance program from the DGS Office of Risk and Insurance Management (ORIM). To obtain ORIM approval, the CONTRACTOR must submit the following documents to ORIM.
- ii. Workers’ Compensation – The CONTRACTOR will provide a copy of its Certificate of Consent to Self-Insure from the Department of Industrial Relations.

- iii. All Other – The CONTRACTOR’s Risk Manager, or comparable position holder, shall provide a written description of the plan including what is covered, what is not covered, identify the financial limits of the plan, and identify the source of funds for financing the plan. Provide the firm’s most recent audited annual financial statement including all accounting letters. The report must show the firm’s owner’s equity of at least \$5,000,000 and annual profit of at least \$500,000. Provide a signed written statement from the firm’s CPA confirming the annual net profit for each of the prior four (4) years has been at least \$500,000.

11. NONDISCLOSURE. The PARTIES agree that, unless otherwise permitted in writing or required by law, they will a) not disclose Confidential Information to any third party; b) use best efforts to prevent disclosure of Confidential Information to any third party; c) use Confidential Information only for the purposes contemplated by this Agreement; and d) if applicable, not disassemble, decompile, or reverse engineer any Confidential Information. ECOLOGY WATSONVILLE understands CONTRACTOR is a public agency and thus subject to disclosure requirements, including the California Public Records Act, and will comply with its obligations notwithstanding the provisions of this Agreement.

13. NONDISCRIMINATION . During and in relation to the performance of this Agreement, CONTRACTOR agrees that it shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, religion, age, gender, sexual preference, family status, military status, disability, medical condition and genetic characteristics as defined by law. The CONTRACTOR and its respective contractors, subcontractors, consultants, and agents shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, Section 10000 et seq.) of the Civil Rights Council which are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The CONTRACTOR and its Representatives shall give written notice of their respective obligations under this clause to labor organizations with which any may have a collective bargaining or other agreement. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all contracts, subcontracts, and agreements where work is performed to fulfill any term or condition of this Agreement. The CONTRACTOR acknowledges, accepts, and understands that, pursuant to Gov. Code Section 11136, whenever ECOLOGY ACTION has reasonable cause to believe that the CONTRACTOR or any of its contractors, subcontractors, consultants or agents has violated any of the provisions of Gov. Code Section 11135 or Section 12900 et seq., or any of the provisions of Civil Code Sections 51, 51.5, 51.7, 54, 54.1, or 54.2, or any regulation adopted to implement these sections or Article 1 (commencing with Gov. Code Section 12960) of Chapter 7 of the Government Code, then ECOLOGY ACTION will notify the Grantee or, where applicable, the contractor, subcontractor, consultant, or agent, of such alleged violations and will submit a complaint detailing the alleged violations to the Civil Rights Department for investigation and determination pursuant to Gov. Code Section 12960 et seq. Furthermore, the CONTRACTOR acknowledges the existence and application of CARB’s Civil Rights Policy found at <https://ww2.arb.ca.gov/california-air-resources-board-and-civil-rights>.

14. ENVIRONMENTAL JUSTICE. The CONTRACTOR shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, 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 ECOLOGY ACTION and as otherwise required by local, State, and federal laws.

15. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and ECOLOGY ACTION agree that CONTRACTOR is an independent contractor and not an employee of ECOLOGY ACTION.

CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. ECOLOGY ACTION agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

16. COMPLIANCE.

- A. CONTRACTOR represents that will, at all times, comply with, all federal, State, and local laws, rules, guidelines, regulations and requirements during the term of Agreement.
- B. COMPLIANCE WITH OFFICE OF FOREIGN ASSETS CONTROL (OFAC) laws. Unless otherwise authorized or exempt, transactions by U.S. persons or in the United States may be or are prohibited if they involve transferring, paying, exporting, withdrawing, or otherwise dealing in the property or interests in property of an entity or individual listed on the OFAC's SDN or other Lists. The property and interests in property of an entity that is fifty percent (50%) or more owned, whether individually or in the aggregate, directly or indirectly, by one (1) or more persons whose property and interests in property are blocked pursuant to any part of 31 C.F.R. chapter V are also blocked, regardless of whether the entity itself is listed.
- C. 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 the Grantee or any of the Grantee Representatives is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of the Agreement or return of all Grant Funds. Termination shall be at the sole discretion of the State.
- D. ADA COMPLIANCE. ECOLOGY ACTION will ensure that all products and services submitted, uploaded, or otherwise provided to or funded by CARB, or offered to or made available to the public by and/or by any of its Recipients, including but not limited to data, software, plans, drawings, specifications, reports, operating manuals, notes, and other written or graphic work prepared in the course of performance of this agreement (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, the Grantee, along with its Recipients, shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign). CARB may request documentation from ECOLOGY ACTION of compliance with the requirements described above and may perform testing to verify compliance. CONTRACTOR agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant Agreement. CONTRACTOR must bring into compliance, at no cost to ECOLOGY ACTION, any Work by the CONTRACTOR not meeting the Accessibility Requirements. If the CONTRACTOR fails to bring the Work into compliance with the Accessibility Requirements within five (5) business days of issuance of written notice from ECOLOGY ACTION, or within the time frame specified by ECOLOGY ACTION in its written notice, then CONTRACTOR will be responsible for all costs incurred by ECOLOGY ACTION in bringing the Work into compliance with the Accessibility Requirements. CONTRACTOR agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this agreement for a period of one year following delivery of the final deliverable under this agreement.



- E. ENTITLEMENTS AND REGULATORY COMPLIANCE. The CONTRACTOR agrees to comply with all applicable laws, ordinances, regulations, and standards in its performance under this Agreement, including obtaining, where needed or required by law, any permits or approvals necessary to undertake the activities funded by the Grant Funds, and complying with all environmental review requirements associated with such activities.
- F. Funding Prohibitions for Sectarian Purposes and Non-public Schools. The CONTRACTOR may use or authorize the use of Grant 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. ECOLOGY ACTION reserves the right to obtain additional information from the Grantee and others 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 Funds, or termination of this Agreement or any other agreements.
- G. Prevailing Wages and Labor Compliance. Where applicable, the CONTRACTOR agrees to be bound by and comply with all the provisions of California Labor Code including but not limited to Section 1771 et seq. regarding prevailing wages, and other provisions pertaining to recordkeeping and contractor/subcontractor registration. The CONTRACTOR agrees to monitor all agreements that are funded in whole or in part with Grant Funds to ensure that the provisions of California Labor Code Sections 1720-1861 are being met by the CONTRACTOR and its Representatives. The CONTRACTOR acknowledges, accepts, and agrees that wherever any public work (as defined in the Labor Code) is paid for in whole or in part out of public funds, then the CONTRACTOR and its Representatives must in all instances comply with the prevailing wage requirements as well as contractor and subcontractor registration requirements under the applicable provisions of the Labor Code. Failure to do so is a material breach of this Agreement and may subject the Grantee and/or any of the CONTRACTOR Representatives to penalties and other violations imposed by the Department of Industrial Relations.
- H. HIGH JOB QUALITY. CONTRACTOR must ensure high job quality when hiring in relation to or for the benefit of the Project using Grant funds.
- I.

17. REMEDIES FOR NON-COMPLIANCE. CONTRACTOR understands, acknowledges, and agrees that failure to comply in whole or in part with the Agreement and its Exhibits; or with applicable federal, State, and local air quality rules, regulations, and laws, is, in each instance, a material breach of the agreement and such breach will result in undue hardship and damages to ECOLOGY ACTION and/or the State of California some or all of which is impossible to easily calculate. CONTRACTOR understands, acknowledges, and agrees that the CONTRACTOR's said compliance is a precondition to the award and distribution of Grant Funds and a continuing obligation of the CONTRACTOR during the term of the agreement and for the consecutive five (5) years following expiration, cancellation, or termination of the agreement, whichever occurs later.

18. DISPUTES. The CONTRACTOR shall continue with the responsibilities under this Agreement during any dispute. CONTRACTOR staff or management will work in good faith with ECOLOGY ACTION staff and management to resolve any disagreements or conflicts arising from implementation of this Agreement.

19. CONFLICT OF INTEREST. The CONTRACTOR certifies that it, along with its officers, directors, and employees, complies with applicable State and federal conflict of interest laws at the time it enters into this Agreement and shall remain in compliance with all such laws during the Term of this Grant Agreement. The CONTRACTOR, and its officers, directors, and employees, may have no interest, and shall not acquire any interest, direct or indirect, which will conflict with its ability to impartially perform under, or complete the tasks described in, this Agreement. The Grantee must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with the Agreement duties

throughout the Agreement Term. The CONTRACTOR must immediately advise CARB in writing of any potential new conflicts of interest that occur or may occur during the Grant Agreement Term.

20. NONASSIGNMENT. CONTRACTOR shall not assign this Agreement without the advance written consent of ECOLOGY ACTION by a formal written amendment signed by authorized representatives of all PARTIES.

21. LICENSED PROFESSIONALS. The CONTRACTOR agrees that only licensed professionals will be used to perform services or conduct work under this Agreement where such services are called for and where licensed professionals are required for those services under California law.

22. GRANT ACKNOWLEDGMENT. Where applicable, CONTRACTOR agrees to acknowledge the California Climate Investments program and CARB as a funding source for the project, as outlined in the California Climate Investments Messaging and Communications Guide.

23. AUTHORITY. Each person executing this Agreement on behalf of a Party represents that he or she is duly authorized to execute and deliver this Agreement on the Party's behalf.

24. NOTICES. Notices shall be given in writing by the following means; (i) by delivery in person; (ii) by certified U.S. mail, return receipt requested, postage prepaid; (iii) by "overnight" delivery service; provided that next-business-day delivery is requested by the sender; and (iv) by electronic means.

25. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until all project records have been transferred to ECOLOGY ACTION, whichever occurs first.

27. NO THIRD-PARTY RIGHTS. The existence of this Agreement does not create, and nothing stated in this Agreement creates rights in or grants remedies to, any third-party or third parties as a beneficiary or beneficiaries of this Grant Agreement, or of any duty, covenant, obligation, or undertaking established herein.

28. AVAILABILITY OF FUNDS. The CONTRACTOR acknowledges, agrees, and understands that the Grantor's obligations under this Agreement are contingent upon the availability of funds. In the event funds are not available, ECOLOGY ACTION and the State of California shall have no liability and no obligation to pay any funds whatsoever to the CONTRACTOR or to furnish any other considerations under this Agreement or for any other reason.

29. CONSTRUCTION. This Agreement shall not be construed more strongly against either Party regardless of who is more responsible for its preparation.

30. CUMULATIVE REMEDIES. The rights and remedies of the Parties to this Agreement, whether pursuant to this Agreement or in accordance with law, shall be construed as cumulative, and the exercise of any single right or remedy shall constitute neither a bar to the exercise of nor the waiver of any other available right or remedy.

31. ALTERNATIVE ENFORCEMENT. The remedies set out in this Agreement are contractual in nature. Nothing stated in this Grant Agreement in any way limits, prevents, or precludes the State of California from taking any enforcement action, exercising any police power, or prosecuting any violation of law.

32. FORCE MAJEURE. Neither Party is liable for, or deemed to be, in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of

God, civil unrest, war, fire, flood, earthquakes, or other physical natural disasters. If either Party intends to invoke this clause to excuse or delay performance, the Party invoking the clause must provide written notice to the other Party immediately of the intent to invoke the clause and the reasons why the force majeure event is preventing that Party from, or delaying that Party in, performing its obligations under this Grant Agreement. ECOLOGY ACTION may terminate this Grant Agreement immediately, in writing and without penalty, in the event the Grantee invokes this clause, in which case the Grantee shall immediately return all remaining Grant Funds to ECOLOGY ACTION, cease all expenditure of Grant Funds, and turn over all documents, records, deliverables, intellectual property, and other information in relation to this Grant Agreement. If the Grant Agreement is not terminated by ECOLOGY ACTION pursuant to this clause, upon completion of the force majeure event, the CONTRACTOR must immediately recommence the performance of its obligations under this Agreement. The CONTRACTOR must also provide a written proposal to revise the Project Schedule, inclusive of anticipated major milestones and timeframes for expending remaining Grant Funds, while minimizing the effects of the delay caused by the force majeure event. An event of force majeure does not relieve a Party from any of its obligations which arose before the occurrence of the force majeure event nor is any Party relieved from those obligations which survive termination or cancellation of the Grant Agreement.

33. ENTIRE AGREEMENT AND AMENDMENTS. This Agreement and its attachments are the entire agreement between the parties and supersede any prior oral or written communications. Amendments to this Agreement, if any, must be in writing and signed by both parties.

34. SEVERABILITY. If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable, or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected and will remain in full force and effect.

35. SURVIVAL. Those terms, conditions, provisions, and exhibits which by their nature should survive termination, cancellation, or expiration of this Grant Agreement, shall so survive, including but not limited to those sections pertaining to indemnity, insurance, recordkeeping, audit, return of funds, data security, confidentiality, transition, ownership, and the general provisions.

36. TIMELINESS. Time is of the essence in the performance of this Agreement. The CONTRACTOR shall proceed with and complete all of its obligations under this Agreement in a timely and expeditious manner.

37. WAIVER OF RIGHTS. Any waiver of rights with respect to a default or other matter arising under the Agreement at any time by either Party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies are in addition to any other rights and remedies provided by law.

38. GOVERNING LAW AND VENUE. This Agreement is governed by, and shall be interpreted in accordance with, the laws of the State of California. Any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. Any existing sovereign immunity is waived for the purposes of this Agreement.

39. ATTACHMENTS. This Agreement includes the following exhibits:

- Exhibit A: Scope of Work & Timeline
- Exhibit B: Budget
- Exhibit C: Policies & Procedures

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

ECOLOGY ACTION OF SANTA CRUZ

By \_\_\_\_\_

Jim Murphy OR Chuck Tremper

Executive Director OR Vice President

877 Cedar St. Suite 240

Santa Cruz, CA 95060

(831) 426-5925

CITY OF WATONVILLE

By: \_\_\_\_\_

Tamara Vides

City Manager

By: \_\_\_\_\_

Irwin Ortiz

City Clerk

By: \_\_\_\_\_

Samantha W. Zutler

City Attorney

# **Exhibit A**

## **Statement of Work and Timeline**

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# Exhibit B

## Budget

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# Exhibit C

## Policies & Procedures

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### **Miscellaneous**

- Fully executed agreements must be in place before the CONTRACTOR can incur any costs.
- All CARB Grant Funds must be spent within the Grant Term.
- CARB Grant Funds may not be advanced to anyone other than the Grantee (i.e. ECOLOGY ACTION); all other funding recipients must be paid on a reimbursement basis only.

### **Clean Mobility Forum**

- Every fall, CARB hosts a forum for CARB's clean mobility grantees and other stakeholders to connect and learn from each other. CARB highly encourages Grantee staff and project partners to attend this forum. Travel to the forum is an eligible expense under CMIS and STEP.

### **Costs: Eligible vs Ineligible**

Eligible Costs that may be covered by CARB funding include:

- Access to proprietary data or research material, subject to CARB approval
- Community outreach and engagement events and support, including but not limited to:
  - Community and stakeholder advisory groups
  - Language translation and interpretation services
  - Marketing and advertisements
  - Participant incentives that are an exchange for services or information and are appropriately documented
  - Public transit subsidies for participants with accessibility or transportation challenges
  - Rental costs of equipment, facilities, or venues (Applicants are encouraged to seek access to free or low-cost facilities through partnerships with community facilities where possible)
- Consumer subsidies
- Costs for implementing new or expanded displacement prevention and clean transportation-supportive policies
- Development or update of clean transportation, land use, and transportation equity plans
- Electronic software licenses, services, and development or hardware support services
- Equipment and infrastructure design, engineering, procurement, lease, installation, construction, and commissioning, for elements such as:
  - Accessibility improvements
  - Battery storage
  - Consumer payment systems
  - External consultant fees
  - Green infrastructure (e.g., trees, bioswales, permeable pavement)
  - Software and hardware costs
  - Solar photovoltaic systems (when associated with project vehicles)
  - Street and sidewalk infrastructure
  - Vehicle charging and hydrogen refueling stations (when associated with project vehicles)
  - Vehicle locking and micromobility device storage stations
  - Vehicle-to-grid and vehicle-to-building elements
  - Zero-emission landscaping and maintenance equipment

- Additional infrastructure supplements, including but not limited to equipment extended warranty, repair labor warranty, transformers, electric panels, conduit, wiring, stub-outs, demand management equipment, and parking space purchase or lease.
- Fuel and electricity costs
- Labor, including but not limited to:
  - Direct travel costs (travel reimbursement must adhere to the State rates and conditions established on the California Department of Human Resources (CalHR) website<sup>31</sup> with the exception of out-of-state travel, which is not eligible unless explicitly approved by CARB)
  - Salaries, wages, and stipends for staff and residents dedicated to the project (excluding bonuses, profit sharing, or anything not otherwise allowed by applicable laws)
  - Training for staff
- Light-, medium-, and heavy-duty ZEV purchase and lease
- Materials and supplies, including but not limited to:
  - Language translation services
  - Preparation of materials
  - Printing and mailing
- Micromobility device (e.g., standard bicycles, electric bicycles, electric scooters, tricycles, hand-pedaled cycles, recumbent bicycles) and neighborhood electric vehicle purchase and lease
- Operations and maintenance of vehicles, equipment, and infrastructure, including but not limited to:
  - Accessibility improvements (e.g., Americans with Disabilities Actcompliant mobile phone applications, curb cuts, wheelchair-accessible vehicles)
  - Costs to outfit vehicles, equipment, and infrastructure with necessary and appropriate workplace and safety equipment
  - Insurance (for vehicle and for rider or passenger)
  - Mileage and user tracking devices (e.g., data loggers or telematics, bike and walk count equipment)
  - Repairs, repair tools, and routine maintenance
  - Reservation system development and on-going maintenance costs
  - Roadside assistance
  - Safety and training courses
  - Software compatibility support and upgrades
  - Time-of-use management systems and software
  - User safety equipment (e.g., helmets for bicycle sharing participants)

Ineligible Costs for CARB funding include but are not limited to:

- Advocacy work, such as direct lobbying for the passage of specific bills or local propositions
- All costs associated with enabling non-shared automobile or motorcycle parking, including but not limited to parking fees and the addition or rent of parking spaces or structures
- Building permits and site approvals
- Ceremonial expenses
- Childcare-related costs
- Collateral on any debt or loan, payments on any debt or loan, or use of funds as an asset to secure financing, refinancing, a loan, or a line of credit
- Commission fees, commissions, bonuses, and bonus payments of any kind
- Cost of acquisition of any rights-of-way or any land use entitlements
- Costs that occur outside the Grant Term, including for work completed before



- Grant Agreement execution and ongoing operational costs after the Grant Term
- Cost-sharing for infill development
- Damage judgments arising from the acquisition, construction, or equipping of a facility, whether determined by judicial process, arbitration, negotiation, or otherwise
- Donations
- Environmental studies, plans, or documents normally required for project development under the National Environmental Policy Act or California
- Environmental Quality Act (CEQA)
- Food and beverages
- General meetings that do not specifically discuss or advance implementation of the CARB-funded projects
- Indirect costs in excess of one percent of the total awarded funds
- Land or building acquisition, leasing, or renting, except for parking space purchase or lease
- Litigation costs, attorney fees, or lobbying
- Local, state, or federal taxes
- Mitigation activities that are already mandated by local or State governing bodies or agencies
- Out-of-state travel, unless explicitly approved by CARB
- Payment for any civil or criminal penalties or fines or to address, correct, or mitigate any past, present, or future violations or any alleged violations of law
- Payment of liens or to satisfy a judgment
- Political campaigns or support at the local, state, or federal level
- Profit or profit-sharing
- Publicity expenses unrelated to the CARB-funded projects
- Real estate brokerage fees or expenses
- Referral fees
- Services, materials, or equipment already paid for by another State program
- Stewardship of legal defense funds
- Travel that does not adhere to the State rates and conditions established by CalHR

### **Data Collection, Evaluation & Reporting**

- During the Grant Term, CONTRACTORS are required to create and implement a data collection, evaluation, and reporting plan for each program component, that includes the following components:
  - Data collection: Collect and report (to Ecology Action) project-level data quarterly (at a minimum) during the invoicing process.
  - Data evaluation: Regularly evaluate project impacts based on identified metrics of success, including direct community feedback. Regularly update processes and project implementation based on evaluation results. Some metrics of success are defined by CARB (see below). Others should be identified for each project through collaboration with Community Partners and other residents. Metrics should be both quantitative and qualitative.
  - Data reporting: Report data annually to ECOLOGY ACTION, and more frequently when requested by CARB or ECOLOGY ACTION. The data reported may vary based on the project types funded and will be finalized by
- UC Davis & Action Research are sub-awardees for this project, tasked with assisting with data collection, evaluation and reporting. Their support will vary by task as outlined in the final scope of work.
- Data types collected and reported to CARB will vary based on the activities and project types implemented and may include but are not limited to the lists in Table 01.

**Table 01. Data Collection**

<b>Data Types</b>	<b>Examples</b>
<b>Basic Project Data</b>	Number of participants per event, number and location of vehicles, number and location of chargers, miles and location of bike lane or sidewalk, number and location of trees, number and value of subsidies
<b>Vehicle Telematics Data</b>	Number of users, average occupancy per vehicle, miles traveled per vehicle per day, hours of operation, number of charging events, kilowatt hour used per day
<b>Charge Management Data</b>	Number of hours per charge instance, pricing, power cycles
<b>Demographics of Participants / Users</b>	Age range, zip code of residence, gender, race / ethnicity, income level, student grade level
<b>Surveys of Participants / Users</b>	Rating of trip or activity experience, type of trip taken, primary reason for using service, transportation choice that would have been made without the project, aggregated origins and destinations of trips
<b>Employment Outcomes Data</b>	Quantity and quality of jobs supported
<b>Lessons Learned &amp; Best Practices</b>	N/A
<b>Results of Community &amp; Grantee-Led Evaluations</b>	N/A

- Confidential Data Types
  - Confidential data includes confidential business information and personally identifiable information (PII). Remove any PII before submitting data to CARB. All data submitted to CARB becomes the property of CARB and is part of the public record. For purposes of data governance, PII is defined as follows. Any instance of an individual's first name (or first initial) plus the last name and any one or more of the following:
    - *Social Security number*
    - *Military ID number*
    - *Credit card (or debit card) number, CVV2, and expiration date*
    - *Customer account numbers*
    - *Date or place of birth*
    - *PINs or passwords*
    - *Account balances or histories*
    - *Tax filing status*
    - *Digital or physical copies of handwritten signature*
    - *Medical record numbers*
    - *Medical histories*
    - *Religious affiliation(s)*
    - *Insurance policy numbers*
    - *Full face photographic images and any comparable images*
    - *Internet Protocol (IP) address number*
    - *Driver license or state-issued ID number*

- *Passport number*
- *Financial account numbers (with or without access codes or passwords)*
- *Unlisted telephone numbers*
- *Mother's maiden name*
- *Password challenge question responses*
- *Wage & salary information*
- *Biometric data that can be used to identify an individual, including finger or voice prints*
- *E-mail addresses*
- *Vehicle identifiers and serial numbers, including license plate numbers*
- *National or ethnic origin*
- *Physical characteristics (height, weight, hair color, eye color, etc.)*
- *Credit or payment history data*
- *Certificate/license numbers*

### **Disbursement Requests & Status Reporting**

- CONTRACTOR agrees to abide by the following guidelines governing disbursement:
  - Invoices must be received by ECOLOGY ACTION no later than the 5<sup>th</sup> of each month for the previous month's work, as detailed in the comprehensive guidelines disseminated separately. Generally speaking, invoices must:
    - Disaggregate individual expenditures by task (*as defined in the original CARB contract*)
    - Be emailed to [accountspayable@ecoact.org](mailto:accountspayable@ecoact.org) (cc'ing the ECOLOGY ACTION project manager)
    - Be accompanied by all required supporting documentation (see Table 02 below for CARB guidelines).

**Table 02. Disbursement Request Supporting Documentation**

<b>Item</b>	<b>Proof of Work Completed</b>
<b>Grantee labor</b>	Completed deliverables.  Maintain detailed timesheets or other labor tracking software in case of an audit.
<b>Subcontractor labor</b>	Contract / MOU / service agreement, Itemized invoice, Completed deliverables.  Maintain detailed timesheets or other labor tracking software in case of an audit.  All external consultant fees must be pre-approved by CARB, even without advance pay.
<b>Staff travel / mileage</b>	Receipt or description of mileage with per diem rate.
<b>Staff training</b>	Receipt or invoice, Training certificates if applicable.
<b>Community Partner stipends</b>	Contract / MOU, Itemized invoice or payment tracker, Completed deliverables.
<b>Participant incentives</b>	Receipt, Documentation of information gathered with incentive (e.g., surveys collected).
<b>Transportation subsidies</b>	Receipt or invoice
<b>Vehicles</b>	Receipt or invoice

<b>Trees</b>	Receipt or invoice
<b>Other equipment / tools</b>	Receipt or invoice
<b>Signage</b>	Receipt or invoice
<b>Bike lane striping</b>	Receipt or invoice
<b>Charging infrastructure</b>	Receipt or invoice, EVITP certifications (for applicable contractors)
<b>Printing</b>	Receipt or invoice (for external print jobs)
<b>Insurance</b>	Receipt or invoice, Insurance certificate
<b>Software</b>	Receipt or invoice
<b>Permits</b>	Receipt or invoice, Permit

## **Grant & Budget Revisions**

- Once a Grant Agreement has been fully executed by both ECOLOGY ACTION and CONTRACTOR, changes to the work to be done or other project scope changes may be considered by CARB, if necessary, in consultation with ECOLOGY ACTION. In cases where changes may be allowed, they must be approved in advance and in writing by CARB and may require a grant amendment.

## **Outreach, Engagement, and Press-related Materials**

- All outreach and engagement materials must be reviewed and approved by your CARB Liaison before you distribute them. Examples of outreach and engagement materials include, but are not limited to, flyers, signs, brochures, websites, social media posts, surveys, press releases, and other marketing materials.
- Where feasible, include logos for CCI and CARB, as well as the CCI boilerplate language (see the paragraph below), on all public-facing materials. If there is not enough space for both logos, prioritize the CCI logo, followed by the CARB logo. If there is not enough space to use the boilerplate language, include the following:
  - This [publication/project] was supported by the “California Climate Investments” program.*
- Logos are available from CARB and more information on California Climate Investments branding can be found at: [Media & Communications Style Guide — California Climate Investments](#).
- In English, the boilerplate language is: “[PROGRAM/PROJECT NAME] is part of [California Climate Investments](#), a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment — particularly in disadvantaged communities.”
- In Spanish, the boilerplate language is: “[NOMBRE DEL PROGRAMA/PROYECTO] forma parte de [las Inversiones del Clima de California](#), un iniciativa estatal que destina miles de millones de dólares de Cap-and-Trade para la reducción de gases de efecto invernadero, fortalecimiento de la economía y mejoramiento de la salud pública y el medio ambiente — especialmente en comunidades en desventaja.”
- Typically, CARB Liaisons will be able to review materials within 5 to 10 days of receipt, but, often, expedited review will be possible. To cut down on overall review time, share the materials with your other partners (if applicable) for feedback at the same time as you share them with your CARB Liaison.
- Documents requiring legal or more thorough administrative review (such as proclamations, letters of support or match commitment for other funding applications, and documents requiring CARB’s endorsement or signature) may require additional lead time.
- [Engaging with the Press](#)

- CARB's Communications Office should be involved in any press-related outreach (e.g., press releases, press events, media advisories). Your CARB Liaison will facilitate coordination with the Communications Office. Allow for at least three weeks to coordinate with your CARB Liaison and CARB's Communications Office on these materials. If you become aware of any press coverage of the project, please share it with your CARB Liaison.
- Social Media
  - Social media posts about CMIS- and STEP-funded projects, like other outreach and engagement materials, must be reviewed by the CARB Liaison. For these posts, highlight connections to California Climate Investments with the following best practices:
    - *Always incorporate one of these hashtags into all CMIS and STEP-related posts: #capandtrade and/or #caclimateinvestments.*
    - *Use at least 1-2 key hashtags per post.*
    - *Incorporate hashtags into your sentence. If it doesn't work out that way, place the hashtags at the end of the post. If there is a link at the end, put the hashtags after the link (so as not to appear to be part of the sentence).*
    - *Always tag California Climate Investments using @CAClimateInvest when using Twitter/X or Facebook and CARB (@AirResources) on Twitter/X and (@air\_resources) on Instagram.*
    - *If space is lacking, place tags in your image.*
- Surveys: Informed Consent Language
  - Use the following informed consent language (either long or short version + affirmation) in surveys to ensure that residents understand why they are being asked for their information and how that information will be used.
  - If you modify the informed consent language to suit your needs, share those updates with your CARB Liaison. Your CARB Liaison can help make sure the updated language meets the intent of the informed consent language in that context.
    - **Short version (for simple surveys):** *We [may instead use California Air Resources Board or the name of the Grantee/sub implementing the project] need your help to understand the impacts of this [project, service, etc.] and how it can be improved in the future. All questions are optional, and all personally identifiable information will be confidential. For any questions or concerns, please contact [Name, Contact Information]. Thank you!*
    - **Long version (for more intensive surveys):** *We need your help to understand the impacts of this [project, service, etc.] and how it can be improved in the future. Please answer the following questions about [xxxxx]. This survey will take approximately [xx] minutes to complete. All questions are optional, and all personally identifiable information will be confidential. Your participation in this survey will not change your relationship with any party associated with the survey and your responses will be anonymous [only include if accurate]. For any questions or concerns, please contact [Name, Contact Information]. Thank you!*
    - **Affirmation:** *I understand the purpose of this survey and that all of my personally identifiable information will be held confidential. I understand that I am free to stop at any time and skip any questions that I am not comfortable answering. I also understand that I have the right to contact [Name, Contact Information] to request to have my personal information erased from the record at any time.*
- Surveys: Standard Questions

- CARB will provide a copy of the Standard Survey Questions. The questions are categorized by project type. These questions applicable to each of your project types are the minimum required questions for surveys. You may opt to include additional questions beyond the minimum requirements, but please be mindful of the tradeoffs of asking too many questions. These standardized questions will allow CARB to conduct evaluations both within STEP and CMIS and across other mobility programs to understand how different mobility projects are performing in different contexts.

### **Payment of Prevailing Wages**

- CONTRACTOR agrees to be bound by and comply with all the provisions of California Labor Code including but not limited to Section 1771 et seq. regarding prevailing wages, and other provisions pertaining to recordkeeping and contractor / subcontractor registration. The CONTRACTOR agrees to monitor all agreements that are funded in whole or in part with Grant Funds to ensure that the provisions of California Labor Code Sections 1720-1861 are being met by the CONTRACTOR and all CONTRACTOR Representatives. The CONTRACTOR acknowledges, accepts, and agrees that wherever any public work (as defined in the Labor Code) is paid for in whole or in part out of public funds, then the CONTRACTOR and all CONTRACTOR Representatives must in all instances comply with the prevailing wage requirements as well as contractor and subcontractor registration requirements under the applicable provisions of the Labor Code. Failure to do so is a material breach of this Grant Agreement and may subject the CONTRACTOR and/or any of the CONTRACTOR Representatives to penalties and other violations imposed by the Department of Industrial Relations.

### **Project Plans**

- The CONTRACTOR agrees to work with ECOLOGY ACTION on the completion of Project Plans as outlined in the “*CMIS and STEP Grant Implementation Manual*”. The Project Plan will serve as a more detailed scope of the grant overall. It is an internal tool for the ECOLOGY ACTION, CARB, and CONTRACTOR to plan, understand, and refer to details of the scope of work. The Project Plan will include multiple components, depending on the project types funded. Unless otherwise noted, all grantees are expected to include the following components of the Project Plan:
  - *Outreach and engagement plan*
  - *Data collection, evaluation, and reporting plan*
  - *Internal procedures, communication, and partnership structure plan*
  - *Long-term sustainability plan*
  - *Vehicle acquisition plan (only for projects that include the purchase/lease of vehicles, including bikes and scooters)*
  - *Individual project or service operations plan (for each individual project element)*
- All Project Plans will be submitted to the CARB Liaison for review and approval prior to implementing the plan. At minimum, CARB will review all plans to confirm compliance with the grant agreement requirements and guidance documents and ensure that program staff understand how State funds are proposed to be used.

### **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 scheduled milestones, and failure to comply with the terms and conditions identified in legal agreements. Remedies may include:

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

### **Requirements For Funded EVSE Purchase & Installation**

- EVSE must be primarily intended for charging project-related vehicles but may be made available to other services or to the public.
- EVSE must be able to withstand extreme weather conditions associated with the project area (e.g., extreme temperature, heavy rains, high winds).
- Display screens must be protected from malfunctions due to condensation and any local weather conditions.
- EVSE may be installed in commercial, public, or residential locations. For EVSE installed in public locations, EVSE must meet the requirements for the “Electric Vehicle Charging Stations Open Access Act” (Senate Bill 454, Statutes of 2013).<sup>33</sup>
- EVSE may include mobile charging technologies or the use of existing charging networks.
- Charging capacity must be at minimum Level 2.
- EVSE must include a maintenance plan for continued reliable operation and unforeseen breakdowns of the charging infrastructure.
- EVSE infrastructure and equipment must be installed by an electrician with Electric Vehicle Infrastructure Training Program certification.<sup>34</sup>
- Project must qualify for an exemption under CEQA as determined by the Lead Agency.
- Once the Grant Term ends, EVSE should continue to benefit the Project Community for their Useful Life during which the infrastructure shall not be sold, abandoned, discarded, discontinued, leased, or dismantled, except where written authorization has been received from CARB in advance.

### **Requirements For Funded Micromobility Devices:**

- Purchased micromobility devices must be new.
- Micromobility service must include a maintenance plan for continued reliable operation and unforeseen breakdowns of the charging or fueling infrastructure and repairs and maintenance of the devices.
- Micromobility service must be registered with the local jurisdiction, where available.
- Micromobility devices must have data collection devices or data collection metrics included in their base mode options. Data collection devices can be installed post-purchase.
- Once the Grant Term ends, micromobility devices should continue to benefit the Project Community for their Useful Life during which they shall not be sold, leased, discontinued, discarded, abandoned, or dismantled, except where written authorization has been received from CARB in advance.

### **Requirements For Funded Vehicle Purchases:**

- Vehicles must be zero-emission. ZEVs include electric-drive, all-battery electric vehicles, and fuel-cell electric vehicles.
- Vehicles may be purchased or leased (two-year minimum lease period).

- Class 2b through Class 8 vehicles must be on the eligible Clean Trucks and Bus Vouchers (HVIP) Eligible Vehicle lists<sup>32</sup> at the time of purchase.
  - New vehicles funded by CMIS and STEP cannot receive additional incentives from HVIP.
- Fleets must include a maintenance plan for continued reliable operation and unforeseen breakdowns of the charging or fueling infrastructure and repairs and maintenance of the vehicles.
- Vehicles must be registered in California.
- Vehicles must be compliant with all applicable State requirements, including, but not limited to applicable CARB engine or vehicle approval or certification and Department of Motor Vehicles licensing.
- School buses must complete California Highway Patrol (CHP) safety certification within 60 days of delivery and maintain CHP certification through the end of the Grant Term.
- No modifications can be made to the vehicle's emissions control systems, hardware, or software calibrations (California Vehicle Code [CVC] Section 27156).
- Vehicle titles cannot be salvaged (as defined in CVC Section 544).
- Vehicles must have data collection devices or data collection metrics included in their base mode options. Data collection devices can be installed post-purchase.
- Vehicles must be under warranty with the manufacturer for the duration of the Grant Term.
- Used vehicles must meet the following additional requirements at the time of purchase or lease:
  - *Vehicle model years must be four years or newer.*
  - *Vehicle mileage cannot exceed 48,000 miles.*
  - *Vehicles cannot have any outstanding recall notices. If there has been a recall notice for the vehicle model, documentation must be provided that the problem has been addressed before the vehicle is purchased or leased.*
  - *Vehicles must be inspected by a licensed automotive mechanic.*
  - *Vehicles that previously have participated in CVRP or HVIP (received rebates) must have passed the compliance period and have fully complied with program requirements.*
  - *Vehicles must be formerly listed under the eligibility list of CVRP or HVIP according to their model years.*
- Once the Grant Term ends, vehicles should continue to benefit the Project Community for their Useful Life during which they shall not be sold, leased, discontinued, discarded, abandoned, or dismantled, except where written authorization has been received from CARB in advance.

### **Requirements For Shared Mobility Projects**

- Shared mobility operators must offer inclusive access to services, including access to adaptive vehicles and devices that are designed for people with disabilities and that can carry equipment such as wheelchairs.
- For shared mobility services that operate with vehicles (rather than micromobility devices), the projected average per-vehicle occupancy must meet or exceed the relevant minimum included in Table 03 below.

**TABLE 03: Shared Mobility Vehicle Occupancy Requirements**

<b>Passenger Trip Length</b>	<b>Ride-hailing Service?</b>	<b>Minimum Average Per-Vehicle Occupancy</b>
< 10 miles	No	2
< 10 miles	Yes	3.34
10 miles +	No	1.21
10 miles +	Yes	2.01



# Exhibit D

Request For Application

earch

## **Clean Mobility in Schools and the Sustainable Transportation Equity Project**

### **Fiscal Year 2022-23 REQUEST FOR APPLICATIONS**



**Note:**

If you require this document in an alternate format or language, please contact Heather Choi at (279) 208-7556 or [heather.choi@arb.ca.gov](mailto:heather.choi@arb.ca.gov). TTY/TDD/Speech to Speech users may dial 711 for California Relay Service.

July 24, 2023

More Information: [arb.ca.gov/lcti-step-pcb-cmis](http://arb.ca.gov/lcti-step-pcb-cmis)

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## (4) Overview

### I. Summary

The California Air Resources Board (CARB) is issuing a competitive joint Request for Applications (RFA) for multiple grantees across the state under Planning and Capacity Building (Planning), Clean Mobility in Schools (CMIS), and the Sustainable Transportation Equity Project (STEP). The overarching purpose of these programs is to increase transportation equity in disadvantaged and low-income communities<sup>1</sup> throughout California.

Increasing transportation equity will create equitable access to social and economic opportunities for traditionally underserved communities. Attaining transportation equity requires considering all components of Title VI of the Civil Rights Act of 1964, environmental justice principles,<sup>2</sup> and nondiscriminatory practices.<sup>3</sup> Transportation equity will occur when the transportation system addresses unique transportation barriers; shifts decision-making power to the communities the system serves; and improves the quality of life for low-income people, people of color, and residents of communities disproportionately impacted by air pollution or who lack access to housing, jobs, and services.

Through the Low Carbon Transportation Investments Fiscal Year (FY) 2022-23 Funding Plan,<sup>4</sup> CARB has \$3 million available for Planning grants, \$14.8 million available for CMIS grants, and \$14.85 million available for STEP grants. These programs are part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas (GHG) emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities. A description of other guiding legislation can be found in the Application Guidance.<sup>5</sup>

This document is the Request for Applications for CMIS and STEP grants. For the Planning and Capacity Building grant Request for Applications, see:  
<https://ww2.arb.ca.gov/planning-cmis-step-fy-22-23>

The main priority of CMIS and STEP projects is to increase transportation equity in disadvantaged and low-income communities by addressing community-identified transportation needs, increasing access to key destinations and services, and reducing

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<sup>1</sup> CARB's California Climate Investments Disadvantaged and Low-income Communities Map:  
<https://webmaps.arb.ca.gov/PriorityPopulations/>

<sup>2</sup> <https://www.ejnet.org/ej/principles.pdf>

<sup>3</sup> U.S. Department of Transportation's Transportation Planning for Equity tools  
[https://www.planning.dot.gov/planning/topic\\_transportationequity.aspx](https://www.planning.dot.gov/planning/topic_transportationequity.aspx)

<sup>4</sup> [https://ww2.arb.ca.gov/sites/default/files/2022-10/proposed\\_fy2022\\_23\\_funding\\_plan\\_final.pdf](https://ww2.arb.ca.gov/sites/default/files/2022-10/proposed_fy2022_23_funding_plan_final.pdf)

<sup>5</sup> <https://ww2.arb.ca.gov/sites/default/files/2023-07/PCB-CMIS-STEP-FY22-23-AppGuide>

GHG emissions. CMIS and STEP projects inherently support planning and capacity building projects to help meet the needs of each community within that community's context.

**CMIS** is focused on supporting public school communities by funding innovative and holistic projects with the potential to benefit the student body, school staff, parents, and nearby residents. CMIS projects include planning for and implementation of shared mobility projects, active transportation projects, school-related zero-emission fleets, school buses, and landscaping equipment. Additionally, capacity building efforts such as education programs, training programs, and curriculum development have tremendous potential when incorporated into CMIS projects. Building relationships between school communities and the community-at-large is critical to developing a clean transportation system built on community engagement and to ensure grant funding benefits the community long-term.

**STEP** is focused on supporting projects that have the potential to reduce passenger vehicle miles traveled (VMT) and that prioritize long-term mode shift toward sustainable mobility and VMT reduction. Even with improvements in clean vehicle technology and fuels, reducing driving is necessary to meet State climate and air quality commitments. Strategies that reduce driving can also address entrenched inequities experienced by California's most overburdened low-income and disadvantaged communities.<sup>6</sup> STEP projects include new or expanded public transit and shared mobility services; active transportation infrastructure; and workforce development, planning, and capacity building activities that support clean transportation and transportation equity.

Based on feedback from previous CMIS and STEP solicitations and grants along with additional program feedback from CARB's Clean Transportation Incentive projects, CARB began development of a joint RFA for FY 2022-23 Funding Plan allocations.

CARB hosted three public work group meetings between December 2022 and March 2023 to gather public feedback on the design of this RFA. CARB used input from these meetings to develop a Draft Requirements and Criteria document.<sup>7</sup> The Draft Requirements and Criteria underwent public comment in March 2023 and stakeholder comments<sup>8</sup> from that period were considered when finalizing this RFA.

Funding recipients will be selected via an open, competitive process. Concept Phase applications must be received by CARB by email no later than **11:59 pm (Pacific Time), September 8, 2023 (the Concept Phase Deadline)**. Technical assistance is available to interested Applicants through a technical assistance contract with the Institute for Local Government (see Technical Assistance sections below).

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<sup>6</sup> For more information refer to the 2022 Scoping Plan, Appendix E page 4 and the Draft 2022 Progress Report: California's Sustainable Communities and Climate Protection Act page 12.

<sup>7</sup> [https://ww2.arb.ca.gov/sites/default/files/2023-02/draft\\_requirements\\_criteria\\_pcb\\_cmis\\_step.pdf](https://ww2.arb.ca.gov/sites/default/files/2023-02/draft_requirements_criteria_pcb_cmis_step.pdf)

<sup>8</sup> Available at <https://ww2.arb.ca.gov/lcti-step-pcb-cmis>

## **II.** Available Funding

The maximum funding amount available this Fiscal Year for CMIS and STEP is \$29.65 million. CARB encourages each Lead Applicant to request the funding amount – no matter how small – that will efficiently and effectively meet their community’s needs. CARB expects to fund between two and four CMIS and STEP grants in total. Please note that \$29.65 million is the maximum amount of funding that may be available for CMIS and STEP and is contingent upon determination of the final amount of auction proceeds after the fourth cap-and-trade auction in 2023 and approval from the Department of Finance.

Out of the \$29.65 million available in CMIS and STEP, CARB intends to award \$14.8 million to school-related projects and \$14.85 million to other community projects. However, CARB will also prioritize keeping applications whole where possible. Based on the list of highest-scoring applications, this may mean that a portion of STEP’s \$14.85 million will be dedicated to funding required for the highest-scoring CMIS application or vice versa. More details on this approach are provided in the Full Phase Selection Process section.

This RFA includes the option for CARB to award new Grant Agreements or Grant Agreement amendments from future Fiscal Year funding, depending on the availability of funding and upon CARB’s sole discretion. If additional funds become available and eligible applications submitted in response to this request remain unfunded, those applications may be reviewed and accepted for funding without reissuing an RFA, as solely determined by CARB. Projects with funding from future Fiscal Years may be administered by CARB or by a third-party. If additional funding becomes available, the expenditure timeline of those new funds may extend the Grant Term beyond what is listed in this RFA. There is no guarantee that additional funds will be awarded, and CARB cannot provide assurance of future program funding.

## **III.** Application Process

CMIS and STEP applications require a significant amount of up-front work. Well- thought-out applications help CARB ensure that selected and funded projects are those that are most likely to address the community’s vision; help meet the State’s goals; and achieve objectives that intersect across the climate, transportation, equity, and housing sectors.

Lead Applicants may apply for a CMIS grant, a STEP grant, or a combined CMIS and STEP grant. A combined CMIS and STEP grant will include both school-based and community-based projects.

This RFA will be a two-step process. First, Applicants will apply to the Concept Phase. The Concept Phase is intended to reduce the resources needed to apply for funding while still providing sufficient information for CARB to evaluate the proposed projects. Interested parties must apply to the Concept Phase to be considered for the Full

Phase and eventual funding awards.

CARB will evaluate Concept Phase applications for eligibility and then score the applications. Lead Applicants with Concept Phase applications that meet all applicable eligibility requirements and receive a minimum score of 70 percent will be invited to turn the concepts into full project proposals and apply in the Full Phase. Lead Applicants with Concept Phase applications that do not meet all applicable eligibility requirements or do not meet the minimum score will be notified and referred to technical assistance or other funding opportunities.

The Full Phase application builds on the Concept Phase application and requires fully developed budgets, partnerships, and timelines, among other application components. CARB will evaluate Full Phase applications for eligibility, including any updates made to the Concept Phase application that may have impacted their eligibility to move on to the Full Phase, and then score the applications. Full Phase applications that meet all applicable eligibility requirements and receive a minimum score of 70 percent will be eligible for funding. CARB will award funds based on the process outlined in the Full Phase Selection Process section.

Lead Applicants must submit their applications using the Application Templates in **Appendices A and B**. The templates outline all of the components that must be included in CMIS and STEP Concept and Full Phase applications.

#### **IV.** [Timeline](#)

During the RFA, CARB will host multiple Question and Answer (Q&A) sessions to answer questions about the RFA (see Q&A Sessions sections) and will provide an opportunity to email questions to CARB before each session. All Concept Phase applications must be received by CARB by **11:59 pm (Pacific Time), September 8, 2023 (the Concept Phase Deadline)**. By September 25, 2023, CARB will invite Lead Applicants that meet the eligibility requirements and score at least a 70 percent to apply to the Full Phase. All Full Phase applications must be received by CARB by **11:59 pm (Pacific Time), November 3, 2023 (the Full Phase Deadline)**.

Grant Agreements must be fully executed by the Grantees and CARB no later than May 15, 2024. All projects must plan to be completed (including a Final Report) and all final disbursement requests for reimbursement must be received by CARB no later than March 15, 2027 to ensure adequate time for processing prior to the end of the fiscal year. All CMIS and STEP funds must be expended within the Grant Term.

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

Table 1. Concept Phase Timeline

Milestone	Date	Time (Pacific Time)
Release of RFA & Start of Concept Phase	July 24, 2023	
Concept Phase Question Submission Deadline #1	August 7, 2023	12:00 pm
Concept Phase Q&A Session #1	August 10, 2023	2:00 pm
Deadline to submit Technical Assistance Survey	August 11, 2023	11:59 pm
Concept Phase Question Submission Deadline #2	August 24, 2023	12:00 pm
Concept Phase Q&A Session #2	August 29, 2023	10:00 am
<b>Deadline to Submit Concept Phase Application</b>	<b>September 8, 2023</b>	<b>11:59 pm</b>
Notification of Missing Proof of Eligibility	September 13, 2023	
Deadline to Update Proof of Eligibility	September 15, 2023	11:59 pm

Table 2. Full Phase Timeline

Milestone	Date	Time (Pacific Time)
Notification of Concept Phase Decision & Start of Full Phase	September 25, 2023	
Full Phase Question Submission Deadline #1	October 9, 2023	12:00 pm
Full Phase Q&A Session #1	October 12, 2023	2:00 pm
Full Phase Question Submission Deadline #2	October 19, 2023	12:00 pm
Full Phase Q&A Session #2	October 24, 2023	10:00 am
<b>Deadline to Submit Full Phase Application</b>	<b>November 3, 2023</b>	<b>11:59 pm</b>
Notification of Missing Proof of Eligibility	November 8, 2023	
Deadline to Update Proof of Eligibility	November 10, 2023	11:59 pm

Table 3. Grant Timeline

Milestone	Date
Preliminary Grantee Selection	December 8, 2023
Draft Grant Agreement to Grantee	January 5, 2023
Draft Grant Agreement Returned to CARB	January 26, 2024
Grant Agreement <sup>9</sup> Signed and Executed & Grant Term Starts	May 15, 2024
Draft Final Report to CARB	December 31, 2026
Grant Term Ends & Final Report and Final Disbursement Request Deadline	March 15, 2027

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<sup>9</sup> Includes submission of the governing board resolution and other requirements, as outlined in the Requirements Prior to Execution of Grant Agreement section.



## **V.** Terms and Definitions

The terms defined below will be in bold the first time they are used in the remainder of this document.

**Applicants:** Term used to refer to the Lead Applicant and all Sub-applicants.

**Capacity building:** The process of strengthening local coordination, leadership, knowledge, skills, expertise, and access to resources. For this RFA, the goal of capacity building is to help develop or increase the ability of disadvantaged and low-income communities, including tribal communities, to understand and analyze transportation needs based on their own unique context and lived experiences, identify transportation priorities, access funding, advocate for equitable planning processes, and equitably implement clean transportation projects in the future. Examples of capacity building projects are listed in the tables in Table 6 below.

**Community-based organization:** A nonprofit organization (as defined below) that is place-based, with an explicit geographic focus area that includes the Project Community. Staff or board members of the community-based organization must reside in the Project Community and the organization must have a demonstrated record of at least one year providing services in the community.

**Community Partner:** A community group, community resident, student, parent, school staff, health-based organization, faith-based organization, small business, or other entity in the Project Community that, while not responsible for implementing funded projects, serves as a key stakeholder and representative of the Project Community during both development of the application and implementation of funded projects.

**Direct costs:** Actual costs incurred that are directly tied to the implementation of the project, including, but not limited to, personnel costs (i.e., hourly wage), subcontracts, equipment costs, and travel expenses. Profits, profit sharing, shareholder interest, bonuses, and taxes (real and personal) are NOT reimbursable as direct or indirect costs. Allowable costs are paid on a reimbursement basis only except where all advance pay requirements have been satisfied as set out in this RFA.

**Disadvantaged community:** An area that experiences disproportionate amounts of pollution, environmental degradation, and socioeconomic and public health conditions, identified as disadvantaged by the California Environmental Protection Agency per Senate Bill 535. Disadvantaged communities include the top 25 percent of census tracts in CalEnviroScreen 4.0, census tracts lacking overall scores in CalEnviroScreen 4.0 due to data gaps but receiving the highest five percent of CalEnviroScreen 4.0 Pollution Burden composite scores, census tracts identified in 2017 as disadvantaged regardless of their scores in CalEnviroScreen 4.0, and lands

under the control of federally recognized tribes.<sup>10,11</sup>

**Displacement prevention:** Activities that prevent substantial economic, environmental, and public health burdens that may lead to the physical or economic displacement of low-income households or small businesses. Examples of displacement prevention activities are listed in the Application Guidance.

**Grant Term:** The time period identified in the fully executed Grant Agreement in which all CARB Grant Funds must be spent and all project activities completed.

**Indirect costs:** Indirect costs are actual costs incurred for services or activities that are not directly tied to a specific project objective but support a common or joint purpose. Allowable indirect costs are a pro rata share of general management (overhead) costs for operations that support the work performed under the Grant Agreement, such as accounting, budgeting, payroll preparation, personnel services, utility costs, rent and centralized data processing not already identified or reimbursed as a direct cost.

Profits, profit sharing, shareholder interest, bonuses, and taxes (real and personal) are NOT reimbursable as direct or indirect costs. Indirect costs shall NOT exceed one percent of the total CARB Grant Funds awarded. Allowable costs are paid on a reimbursement basis only except where all advance pay requirements have been satisfied as set out in this RFA.

**Key destinations:** Places to which residents of the Project Community need to travel. This may include but is not limited to school, work, healthcare centers, grocery stores, community centers, government services, transit hubs, childcare, and recreational sites.

**Lead Applicant:** The community-based organization, local government, public school, or tribal government that is responsible for leading the development of the application and implementation of the projects funded through CARB under this RFA. The Lead Applicant becomes the Grantee if their application is selected for funding.

**Local government:** A local public entity as defined in Section 900.4 of the California Government Code, which includes any local California county, city, district, public authority, public agency, and any other political subdivision or public corporation in the State but does not include the State (e.g., school districts, special districts, local education agencies, councils of governments, air districts, transit agencies, and joint powers authorities).

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<sup>10</sup> <https://www.caclimateinvestments.ca.gov/priority-populations>

<sup>11</sup> All federally recognized tribal lands included in the American Indian Areas Related National Geodatabase were designated as Senate Bill 535 disadvantaged communities based on the May 2022 report found [here](#). A tribe can establish that a particular area of land is under its control (even if not represented as such on CalEPA's disadvantaged community map) by requesting a consultation with the CalEPA Deputy Secretary for Environmental Justice, Tribal Affairs and Border Relations at [TribalAffairs@calepa.ca.gov](mailto:TribalAffairs@calepa.ca.gov).

**Low-income community:** Census tracts with median household incomes at or below 80 percent of the statewide median income or below the threshold designated as low-income by the Department of Housing and Community Development.<sup>12</sup>

**Nonprofit organization:** Any nonprofit corporation qualified to do business in California, registered with the California Secretary of State, qualified pursuant to subdivision (c)(3) under Section 501 of the Internal Revenue Code, and tax exempt under California state law. For the purposes of this RFA, nonprofit organizations must have at least one year of incorporation as a nonprofit organization under Section 501 of the Internal Revenue Code, be in active/good standing with the California Secretary of State, and have an office or at least one full-time staff person based in California.

Certain nonprofits that are tribally chartered corporations under tribally enacted laws may be exempt from registration with the California Secretary of State.

**Project Community:** A geographic area where the residents who are primarily intended to benefit from the project reside. The Project Community may be represented by a contiguous or non-contiguous geographic area but must be at minimum within connected counties.

**Ride-hailing service:** On-demand ride services where rides are arranged online or over the phone to connect passengers with drivers using their personal vehicles.

**Resource contributions:** Cash match, in-kind services, and leveraged funding from other public or private sources to contribute to proposed projects and support their quality, breadth, and longevity within and beyond the Grant Term.

**School:** For the purposes of this RFA, a California-based kindergarten through grade twelve or adult educational institution that complies with the laws and meets the requirements for operating as a public school in the state of California. A public school must meet the California Department of Education's definition as described on their website: <https://www.cde.ca.gov/ds/si/ds/dos.asp>.

**Sub-applicant:** An entity that enters into a partnership with the Lead Applicant for the purpose of applying for a CARB grant and that is responsible for implementing a project or project elements funded through CARB. Sub-applicants will enter written agreements with the Lead Applicant if their application is selected for funding.

**Transportation equity:** Occurs when the transportation system addresses unique transportation barriers; shifts decision-making power to the communities the system serves; and improves the quality of life for low-income people, people of color, and residents of communities disproportionately impacted by air pollution or who lack access to housing, jobs, and services.

**Tribal government:** All California Native American Tribes. Either a federally-

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<sup>12</sup> <https://www.caclimateinvestments.ca.gov/priority-populations>

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.<sup>13</sup>

**Useful Life:** The amount of time the funded vehicle or equipment may be operated or used productively, to be determined by each Grantee and for each vehicle or equipment type in consultation with CARB.

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<sup>13</sup> <http://nahc.ca.gov/>

(5) Eligible Communities, Applicants, and Partnership Structure

**I.** Eligible Communities

Each application must identify and describe the **Project Community**, which is the geographic area that will be the focus of the project benefits. More than 50 percent of the geographic area of the Project Community must be within **low-income or disadvantaged community** census tracts and at least 50 percent of the total proposed budget must fund projects located within the low-income and disadvantaged community census tracts in the Project Community. Interested Lead Applicants may work with the Technical Assistance provider to create a map depicting their Project Community for their Concept Phase application and update the map as needed for their Full Phase application.

**II.** Eligible Applicants

Each application must include partnerships between a **Lead Applicant, Sub- applicants, and Community Partners**. It is important that these entities, representing different interests and priorities in the Project Community, work together to collectively develop and implement projects that address the needs of community residents and local implementers.

Each application must have a single Lead Applicant. Should their application be selected for funding, the Lead Applicant will enter into a Grant Agreement with CARB and assume responsibility and accountability for the use and expenditure of received CARB Grant Funds. The Lead Applicant is responsible for contracting and working with all Sub-applicants and Community Partners to implement the proposed projects and Scope of Work as set out in the executed Grant Agreement.

Lead Applicants must be one of the following types of organizations, as defined in the Terms & Definitions section of this RFA above:

- **Community-based organizations<sup>14</sup>**
- **Tribal governments<sup>15</sup>**
- **Local governments**

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<sup>14</sup> To qualify as a Lead Applicant, a community-based organization must meet all of the requirements outlined in the definition of a nonprofit organization above.

<sup>15</sup> To qualify as a Lead Applicant, a tribal government must engage in negotiations with CARB to develop and execute a limited waiver of sovereign immunity agreeing to the personal and subject matter jurisdictions of state court and, at minimum, compliance with state construction standards and regulations.

- Public schools<sup>16</sup>

Sub-applicants must have written agreements with the Lead Applicant in place for their work on the project at the time of project implementation and must comply with CARB's Grant Agreement terms alongside the Lead Applicant. Sub-applicants may include public, private, or nonprofit organizations, including but not limited to:

- Community-based organizations<sup>17</sup>
- Consultants (e.g., fleet and infrastructure planners, project management firms)
- Healthcare services and providers
- Institutions of higher education
- Local governments
- Nonprofit organizations
- Philanthropic organizations and foundations
- Private companies (e.g., private mobility providers, charging station providers, except private schools<sup>18</sup>)
- Public schools
- Small businesses
- Tribal governments
- Utilities and community choice aggregators
- Vocational schools
- Other public agencies

Community Partners serve as key stakeholders and representatives of the Project Community and should contribute to the development of the proposed projects and continue to participate in decision-making throughout project implementation. While not directly responsible for implementing components within the project, Community Partners should have a formal agreement, such as a contract or a Memorandum of Understanding (MOU),<sup>19</sup> with the Lead Applicant or a Sub-applicant. If appropriate compensation is offered, it must comply with applicable laws.

**Applicants** must comply with all relevant State laws, regulations, policies, and

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<sup>16</sup> Clean Mobility in Schools grantees selected from the Fiscal Year 2018-19 solicitation are not eligible to be Lead Applicants.

<sup>17</sup> For Sub-applicants, if the community-based organization is an unincorporated nonprofit, they must have a contract with a fiscal sponsor who is tax-exempt with the Internal Revenue Service under Internal Revenue Code Section 501 and tax-exempt under California state law. The fiscal sponsor must be registered in active/good standing with the California Secretary of State to perform financial management and administrative functions on their behalf.

<sup>18</sup> No public money shall ever be appropriated for the support of any sectarian or denominational school or any school not under the exclusive control of the officers of the public schools.

<sup>19</sup> Note that an MOU does not normally establish a contractual agreement but reflects an information understanding that does not bind either party. A contract, on the other hand, sets out the relationship and responsibilities of the parties and the consideration (compensation or exchange of value) given by both parties to each other.

procedures. Where applicable, Applicants must demonstrate compliance with CARB regulations, including but not limited to regulations pertaining to trucks, buses, off-road equipment, and engine inspection requirements. After preliminary selection as a Grantee but before the Grant Agreement is fully executed, the Applicants will be required to verify compliance with CARB regulations, such as:

- Fleet Rule for Public Agencies and Utilities<sup>20</sup>
- Clean Truck Check Program<sup>21</sup>
- Innovative Clean Transit Regulation<sup>22</sup>
- In-use Off-road Diesel-fueled Fleets Regulation (Off-Road Regulation)<sup>23</sup>
- Large Spark-ignition Engine Fleet Requirements Regulation (LSI)<sup>24</sup>
- Periodic Smoke Inspections of Heavy-duty Diesel-fueled Vehicles (PSIP)<sup>25</sup>
- Truck and Bus Regulation<sup>26</sup>

Members of CARB advisory groups cannot be Lead Applicants, Sub-applicants, contractors, subcontractors, consultants, or Community Partners; cannot provide letters of support or references; cannot be signatories to the Grant Agreement or any other related contracts; cannot be listed as any of the persons completing tasks in the scope of work; cannot have any role in or influence over this RFA or the application review or selection process; and cannot communicate with CARB regarding CARB's decision on the applications received. If a CARB advisory group member makes any prohibited appearance or communication subject to Government Code section 87104 as described above, the application will be disqualified and will not be eligible for an award.

Any entity selected to be part of the Statewide Planning and Capacity Building Administrator Project Team or contracted to provide technical assistance for this RFA is not eligible to be a Lead Applicant, Sub-applicant, Community Partner, contractor, or subcontractor in this RFA.

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<sup>20</sup> Fleet Rule for Public Agencies and Utilities: <https://ww2.arb.ca.gov/our-work/programs/fleet-rule-public-agencies-and-utilities>

<sup>21</sup> Clean Truck Check: <https://ww2.arb.ca.gov/sites/default/files/truckstop/hdim/hdim.html>

<sup>22</sup> Innovative Clean Transit: <https://ww2.arb.ca.gov/our-work/programs/innovative-clean-transit>

<sup>23</sup> Off-Road Regulation: <https://ww2.arb.ca.gov/our-work/programs/use-road-diesel-fueled-fleets-regulation>

<sup>24</sup> LSI: <https://ww2.arb.ca.gov/our-work/programs/large-spark-ignition-lsi-engine-fleet-requirements-regulation>

<sup>25</sup> PSIP: <https://ww2.arb.ca.gov/our-work/programs/heavy-duty-diesel-inspection-periodic-smoke-inspection-program>

<sup>26</sup> Truck and Bus: <https://ww2.arb.ca.gov/our-work/programs/truck-and-bus-regulation>

### **III.** Partnership Structure

Each application must include a description of the partnership structure. The application should include partnerships between stakeholders and implementers with different skillsets and expertise. If the Lead Applicant is a local government, then at least one of the Sub-applicants must be a community-based organization. If the Lead Applicant is a community-based organization, then at least one of the Sub-applicants must be a local government or a tribal government. If the Lead Applicant is a tribal government, then specific Sub-applicants are not required.

CMIS projects must include a public school or local education agency as an Applicant. If the application only includes CMIS projects, then the public school or local education agency must be the Lead Applicant. If the application includes school- related projects as a portion of the full proposal, then the public school or local education agency must at least be a Sub-applicant. Private schools are not eligible Applicants.

Partnerships can serve many important purposes, including offering diverse perspectives and complementary strengths, providing both community representation and the necessary authority to implement certain activities, connecting the projects to opportunities for sustainable funding and financing, and situating the projects within the larger regional transportation strategy. CARB encourages partnerships that prioritize decision-making led by community residents and representatives.



## (6) Eligible and Ineligible Projects and Costs

CMIS and STEP grants fund a variety of planning and **capacity building**, clean transportation, and supporting projects that work together to increase **transportation equity** and achieve the community's vision.

CARB encourages Applicants to work with partners throughout the Project Community and identify cross-program connections and opportunities to synergize. For example, a community that is interested in both a CMIS grant and a STEP grant may develop one joint application that includes both school-based and community-based projects and that connects the projects to maximize benefits to students and other community residents.

### I. Eligible Projects

Each CMIS and STEP application must include at least two projects from the categories listed in Tables 4 and 5 and at least fifty percent of the total proposed budget must fund projects from the categories listed in Tables 4 and 5.

The project categories in Table 4 are eligible for CMIS and STEP funds.

Table 4. Clean Transportation Projects (Funded by both CMIS and STEP)

Project Category	Example Project Types
Active transportation	<ul style="list-style-type: none"> <li>Bicycle and pedestrian-supportive infrastructure (e.g., bike racks, urban forestry)</li> <li>Maintenance of infrastructure</li> <li>New bikeways and networks (Class I, Class II, or Class IV) or bikeway upgrades from Class II to Class IV</li> <li>New pedestrian walkways, sidewalks, and multi-use paths</li> <li>Safety improvements (e.g., path/street lighting, traffic calming infrastructure, no-car zones)</li> <li>Subsidies or vouchers to incentivize active transportation</li> </ul>
Fixed-route transit and school bus service	<ul style="list-style-type: none"> <li>Fare subsidies</li> <li>Improvements to increase accessibility and efficiency of service (e.g., network/fare integration, wayfinding, route optimization, and signage)</li> <li>New or expanded service, including planning, zero-emission vehicles (ZEVs), infrastructure, and operations</li> <li>Operations and operations improvements</li> <li>Right-of-way improvements (e.g., bus rapid transit lanes)</li> <li>Station improvements</li> </ul>
Shared mobility	<ul style="list-style-type: none"> <li>Fare subsidies</li> </ul>

Project Category	Example Project Types
	<ul style="list-style-type: none"> <li>New or expanded zero-emission service, including carshare, rideshare, vanpooling, carpooling, bikeshare, scooter-share, <b>ride-hailing</b>, shuttles, and microtransit</li> <li>Operations and operations improvements</li> </ul>

The project categories in Table 5 are eligible for CMIS funds.

Table 5. Clean Vehicle and Equipment Projects (Funded by CMIS only)

Project Category	Example Project Types
School-related vehicles and equipment	<ul style="list-style-type: none"> <li>Charging/fueling infrastructure and battery storage</li> <li>School-related ZEV purchase (e.g., school buses, utility carts, delivery vans, passenger cars, work trucks) and associated charging/fueling and storage infrastructure</li> <li>Zero-emission landscaping and maintenance equipment purchases to reduce noise and air pollution on school grounds (e.g., walk-behind and ride-on mowers, string trimmers, hedge trimmers, chainsaws/polesaws, edgers, and leaf blowers or vacuums) and associated charging/fueling and storage infrastructure</li> </ul>

The project categories in Table 6 are eligible as components of projects for CMIS and STEP funds, but they must be accompanied by projects from the project categories in Tables 4 or 5.

Table 6. Planning, Capacity Building, and Supporting Projects (Funded by both CMIS and STEP)

Project Category	Example Project Types
Clean transportation outreach, engagement, and capacity building	<ul style="list-style-type: none"> <li>Behavior change, education, and marketing campaigns to support shifts toward cleaner modes of transportation (e.g., gamification programs, mobile apps)</li> <li>Community and school resource portals, toolkits, and documents</li> <li>Community resource centers for clean transportation education and outreach</li> <li>Community transportation needs assessments<sup>27</sup></li> </ul>

<sup>27</sup> For the purposes of this RFA, a community transportation needs assessment is a community-led effort in which transportation gaps are evaluated and mobility challenges, needs, preferences, and priorities of residents in the Project Community are identified through direct community input and engagement.

Project Category	Example Project Types
	<ul style="list-style-type: none"> <li>• Educational resources and training for clean transportation (e.g., curricula, videos, mobile apps, safety, and training courses)</li> <li>• Events (e.g., ZEV ride and drives, bicycle rodeos, bike repair pop-ups, temporary street closures or car-free days, workshops)</li> <li>• Long-term training and skills development</li> <li>• Participatory budgeting, lottery-selected panels, and other forms of community decision-making</li> <li>• Partnership building and network development</li> <li>• Pop-up and demonstration projects and other forms of tactical urbanism<sup>28</sup></li> <li>• Surveys and information gathering</li> <li>• Trip planners, street teams, and community ambassadors to connect residents to clean transportation options</li> </ul>
Clean transportation, land use, and transportation equity plans	<ul style="list-style-type: none"> <li>• Automated and connected vehicle plans for equitable shared mobility</li> <li>• Combined land use and mobility plans</li> <li>• Feasibility studies</li> <li>• Grid capacity analyses</li> <li>• Mobility equity analyses</li> <li>• Mobility plans (e.g., active transportation, new mobility, safe routes to school, transit, multi-modal ZEV readiness, and multi-modal corridor plans)</li> <li>• Planning activities related to achieving the Prohousing Designation where there is a clear nexus to VMT reduction<sup>29</sup></li> <li>• Plans and policies to support mode shift (e.g., transportation and energy demand management plans, car-free zone plans, curbside management policies)</li> <li>• Traffic calming and safety enhancement plans (e.g., collision, safety, and speed limit analyses; Vision Zero plans)</li> <li>• Transportation equity work plans</li> </ul>
Clean transportation workforce training and	<ul style="list-style-type: none"> <li>• Business/employer relationship building and network development</li> <li>• First responder training on ZEV safety</li> </ul>

<sup>28</sup> Low-cost, short-term changes to the built environment intended to improve local neighborhoods and create gathering places through traffic calming measures and the reimagining of road space for other purposes.

<sup>29</sup> <https://www.hcd.ca.gov/planning-and-community-development/prohousing-designation-program>. List of activities is also available in the Application Guidance.

Project Category	Example Project Types
development	<ul style="list-style-type: none"> <li>• Gap analyses of education and training opportunities (e.g., transitioning to zero-emission transportation)</li> <li>• Internships for students seeking hands-on experience</li> <li>• Job assistance and career development, apprenticeships, and pre-apprenticeship programs</li> <li>• On-the-job training for clean transportation staff</li> <li>• Partnerships with job assistance and career development programs</li> <li>• Engagement and contracting with local small businesses and workforce groups and agencies</li> <li>• Clean transportation operations or maintenance training curriculum</li> </ul>
Supporting projects	<ul style="list-style-type: none"> <li>• Data collection and project evaluations</li> <li>• <b>Displacement prevention</b> activities related to funded projects</li> <li>• Projects that support infill and transit-oriented development and reduce passenger VMT (e.g., conservation easements, adoption of urban growth boundaries, transfer of development rights)</li> <li>• Infrastructure that supports zero-emission transportation (e.g., vehicle charging, renewable energy generation or storage, broadband)</li> <li>• Local goods delivery to individuals or small businesses to minimize trips in single-occupancy vehicles (e.g., zero-emission vehicles for expanded delivery services for local businesses, mobile libraries, zero-emission school meal or grocery delivery services)</li> <li>• Road pricing pilots, policies, or programs (e.g., parking, vehicle registration, de-congestion, or road pricing; feebates) to support mode shift away from single-occupancy combustion vehicles</li> <li>• Space conversion and placemaking projects or pilots (e.g., car-free zones, curbside management, parking conversion, parklets, public art)</li> </ul>

The examples provided in Tables 4, 5, and 6 are not exhaustive. Other project types not listed may be funded through CMIS or STEP, at CARB's discretion. Projects must:

- Meet applicable State laws.
- Increase transportation equity.
- Support or achieve GHG emissions reductions.
- Address a community or school transportation need.
- Support increased access to **key destinations** and services.

CARB recommends that Applicants ask about other project types they are interested in during Concept Phase Q&A sessions to avoid proposing project types that CARB may deem ineligible.

## **II.** Ineligible Projects

Projects that are ineligible for CMIS and STEP funding include but are not limited to:

- Community-scale renewable energy or fuel production and storage
- Heavy rail service
- Highway or road capacity creation or expansion
- Inter-state transit
- Lab-scale technology research and development (Technology Readiness Level 4 or less)<sup>30</sup>
- Manufacturing, including but not limited to:
  - Acquisition of raw materials or inputs for the manufacture of commercial product(s)
  - Operations and maintenance of manufacturing facilities
- Personal or private automobile funding incentives (e.g., rebates, vouchers)
- Planning for highway or road capacity creation or expansion
- Projects that include purchase of internal combustion or hybrid vehicles
- Projects that increase GHG or air pollutant emissions
- Projects that increase passenger VMT
- Residential or commercial development
- Ride-hailing services unless they are providing services with zero-emission vehicles
- Road maintenance that is not directly linked to a complete streets project
- Vehicle or fleet replacement that does not support new or expanded service (except for the school-related vehicles and equipment in Table 5)

## **III.** Eligible Costs

Eligible costs that may be covered by CARB funding include:

- Access to proprietary data or research material, subject to CARB approval
- Community outreach and engagement events and support, including but not limited to:
  - Community and stakeholder advisory groups
  - Language translation and interpretation services
  - Marketing and advertisements

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<sup>30</sup> Technology must be at minimum ready to test in a relevant environment.

- Participant incentives that are an exchange for services or information and are appropriately documented
- Public transit subsidies for participants with accessibility or transportation challenges
- Rental costs of equipment, facilities, or venues (Applicants are encouraged to seek access to free or low-cost facilities through partnerships with community facilities where possible)
- Consumer subsidies
- Costs for implementing new or expanded displacement prevention and clean transportation-supportive policies
- Development or update of clean transportation, land use, and transportation equity plans
- Electronic software licenses, services, and development or hardware support services
- Equipment and infrastructure design, engineering, procurement, lease, installation, construction, and commissioning, for elements such as:
  - Accessibility improvements
  - Battery storage
  - Consumer payment systems
  - External consultant fees
  - Green infrastructure (e.g., trees, bioswales, permeable pavement)
  - Software and hardware costs
  - Solar photovoltaic systems (when associated with project vehicles)
  - Street and sidewalk infrastructure
  - Vehicle charging and hydrogen refueling stations (when associated with project vehicles)
  - Vehicle locking and micromobility device storage stations
  - Vehicle-to-grid and vehicle-to-building elements
  - Zero-emission landscaping and maintenance equipment
  - Additional infrastructure supplements, including but not limited to equipment extended warranty, repair labor warranty, transformers, electric panels, conduit, wiring, stub-outs, demand management equipment, and parking space purchase or lease.
- Fuel and electricity costs
- Labor, including but not limited to:
  - Direct travel costs (travel reimbursement must adhere to the State rates and conditions established on the California Department of Human Resources (CalHR) website<sup>31</sup> with the exception of out-of-state travel, which is not eligible unless explicitly approved by CARB)
  - Salaries, wages, and stipends for staff and residents dedicated to the project (excluding bonuses, profit sharing, or anything not otherwise allowed by applicable laws)

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<sup>31</sup> <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

- Training for staff
- Light-, medium-, and heavy-duty ZEV purchase and lease
- Materials and supplies, including but not limited to:
  - Language translation services
  - Preparation of materials
  - Printing and mailing
- Micromobility device (e.g., standard bicycles, electric bicycles, electric scooters, tricycles, hand-pedaled cycles, recumbent bicycles) and neighborhood electric vehicle purchase and lease
- Operations and maintenance of vehicles, equipment, and infrastructure, including but not limited to:
  - Accessibility improvements (e.g., Americans with Disabilities Act- compliant mobile phone applications, curb cuts, wheelchair-accessible vehicles)
  - Costs to outfit vehicles, equipment, and infrastructure with necessary and appropriate workplace and safety equipment
  - Insurance (for vehicle and for rider or passenger)
  - Mileage and user tracking devices (e.g., data loggers or telematics, bike and walk count equipment)
  - Repairs, repair tools, and routine maintenance
  - Reservation system development and on-going maintenance costs
  - Roadside assistance
  - Safety and training courses
  - Software compatibility support and upgrades
  - Time-of-use management systems and software
  - User safety equipment (e.g., helmets for bicycle sharing participants)

#### **IV. Ineligible Costs**

Costs that are ineligible for CARB funding include but are not limited to:

- Advocacy work, such as direct lobbying for the passage of specific bills or local propositions
- All costs associated with enabling non-shared automobile or motorcycle parking, including but not limited to parking fees and the addition or rent of parking spaces or structures
- Building permits and site approvals
- Ceremonial expenses
- Childcare-related costs
- Collateral on any debt or loan, payments on any debt or loan, or use of funds as an asset to secure financing, refinancing, a loan, or a line of credit
- Commission fees, commissions, bonuses, and bonus payments of any kind
- Cost of acquisition of any rights-of-way or any land use entitlements

- Costs that occur outside the **Grant Term**, including for work completed before Grant Agreement execution and ongoing operational costs after the Grant Term
- Cost-sharing for infill development
- Damage judgments arising from the acquisition, construction, or equipping of a facility, whether determined by judicial process, arbitration, negotiation, or otherwise
- Donations
- Environmental studies, plans, or documents normally required for project development under the National Environmental Policy Act or California Environmental Quality Act (CEQA)
- Food and beverages
- General meetings that do not specifically discuss or advance implementation of the CARB-funded projects
- **Indirect costs** in excess of one percent of the total awarded funds
- Land or building acquisition, leasing, or renting, except for parking space purchase or lease
- Litigation costs, attorney fees, or lobbying
- Local, state, or federal taxes
- Mitigation activities that are already mandated by local or State governing bodies or agencies
- Out-of-state travel, unless explicitly approved by CARB
- Payment for any civil or criminal penalties or fines or to address, correct, or mitigate any past, present, or future violations or any alleged violations of law
- Payment of liens or to satisfy a judgment
- Political campaigns or support at the local, state, or federal level
- Profit or profit-sharing
- Publicity expenses unrelated to the CARB-funded projects
- Real estate brokerage fees or expenses
- Referral fees
- Services, materials, or equipment already paid for by another State program
- Stewardship of legal defense funds
- Travel that does not adhere to the State rates and conditions established by CalHR

## **V.** [Project Eligibility Requirements](#)

This section describes requirements for specific project types.

All proposed infrastructure projects (e.g., bike or pedestrian infrastructure, charging or fueling infrastructure) must qualify for an exemption under CEQA as determined by the Lead Agency. More information on how this must be documented can be found in the section “Requirements Prior to Execution of Grant Agreement” below.



For funded outreach and engagement activities, funded activities must:

- Be directly related to the implementation of the grant.
- Focus on engaging community residents of the Project Community, and particularly on engaging hard-to-reach residents in disadvantaged and low- income communities whose interests have historically been under-represented.
- Develop and implement a process for community engagement that maximizes resident power to make decisions about project design and implementation.
- Meet the needs of residents and help maximize their ability to participate, such as translating meetings and materials and scheduling meetings at times that are convenient for them.
- Use methods recommended in the Application Guidance.
- Appropriately compensate community residents for their expertise and information provided when participating in engagement activities.
- Collect data on residents' current knowledge regarding clean transportation options.
- Use outreach, education, and press materials that have been approved by CARB and adhere to the California Climate Investments guidelines.
- Educate community residents about other applicable CARB funding opportunities, including Access Clean California and the clean vehicle ownership programs (e.g., the Clean Vehicle Rebate Program [CVRP], Clean Cars 4 All, the Clean Vehicle Assistance Program), and supporting California Energy Commission funding opportunities (e.g., the California Electric Vehicle Infrastructure Project).

For funded light-, medium-, and heavy-duty vehicle purchases:

- Vehicles must be zero-emission. ZEVs include electric-drive, all-battery electric vehicles, and fuel-cell electric vehicles.
- Vehicles may be purchased or leased (two-year minimum lease period).
- Class 2b through Class 8 vehicles must be on the eligible Clean Trucks and Bus Vouchers (HVIP) Eligible Vehicle lists<sup>32</sup> at the time of purchase.
  - New vehicles funded by CMIS and STEP cannot receive additional incentives from HVIP.
- Fleets must include a maintenance plan for continued reliable operation and unforeseen breakdowns of the charging or fueling infrastructure and repairs and maintenance of the vehicles.
- Vehicles must be registered in California.
- Vehicles must be compliant with all applicable State requirements, including, but not limited to applicable CARB engine or vehicle approval or certification and Department of Motor Vehicles licensing.

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<sup>32</sup> <https://californiahvip.org/vehiclecatalog/>

- School buses must complete California Highway Patrol (CHP) safety certification within 60 days of delivery and maintain CHP certification through the end of the Grant Term.
- No modifications can be made to the vehicle's emissions control systems, hardware, or software calibrations (California Vehicle Code [CVC] Section 27156).
- Vehicle titles cannot be salvaged (as defined in CVC Section 544).
- Vehicles must have data collection devices or data collection metrics included in their base mode options. Data collection devices can be installed post- purchase.
- Vehicles must be under warranty with the manufacturer for the duration of the Grant Term.
- Used vehicles must meet the following additional requirements at the time of purchase or lease:
  - Vehicle model years must be four years or newer.
  - Vehicle mileage cannot exceed 48,000 miles.
  - Vehicles cannot have any outstanding recall notices. If there has been a recall notice for the vehicle model, documentation must be provided that the problem has been addressed before the vehicle is purchased or leased.
  - Vehicles must be inspected by a licensed automotive mechanic.
  - Vehicles that previously have participated in CVRP or HVIP (received rebates) must have passed the compliance period and have fully complied with program requirements.
  - Vehicles must be formerly listed under the eligibility list of CVRP or HVIP according to their model years.
- Once the Grant Term ends, vehicles should continue to benefit the Project Community for their **Useful Life** during which they shall not be sold, leased, discontinued, discarded, abandoned, or dismantled, except where written authorization has been received from CARB in advance.

For funded micromobility devices:

- Purchased micromobility devices must be new.
- Micromobility service must include a maintenance plan for continued reliable operation and unforeseen breakdowns of the charging or fueling infrastructure and repairs and maintenance of the devices.
- Micromobility service must be registered with the local jurisdiction, where available.
- Micromobility devices must have data collection devices or data collection metrics included in their base mode options. Data collection devices can be installed post-purchase.
- Once the Grant Term ends, micromobility devices should continue to benefit the Project Community for their Useful Life during which they shall not be sold, leased, discontinued, discarded, abandoned, or dismantled, except where

written authorization has been received from CARB in advance.

For funded Electric Vehicle Supply Equipment (EVSE) purchase and installation:

- EVSE must be primarily intended for charging project-related vehicles but may be made available to other services or to the public.
- EVSE must be able to withstand extreme weather conditions associated with the project area (e.g., extreme temperature, heavy rains, high winds).
- Display screens must be protected from malfunctions due to condensation and any local weather conditions.
- EVSE may be installed in commercial, public, or residential locations. For EVSE installed in public locations, EVSE must meet the requirements for the “Electric Vehicle Charging Stations Open Access Act” (Senate Bill 454, Statutes of 2013).<sup>33</sup>
- EVSE may include mobile charging technologies or the use of existing charging networks.
- Charging capacity must be at minimum Level 2.
- EVSE must include a maintenance plan for continued reliable operation and unforeseen breakdowns of the charging infrastructure.
- EVSE infrastructure and equipment must be installed by an electrician with Electric Vehicle Infrastructure Training Program certification.<sup>34</sup>
- Project must qualify for an exemption under CEQA as determined by the Lead Agency.
- Once the Grant Term ends, EVSE should continue to benefit the Project Community for their Useful Life during which the infrastructure shall not be sold, abandoned, discarded, discontinued, leased, or dismantled, except where written authorization has been received from CARB in advance.

For shared mobility projects:

- Shared mobility operators must offer inclusive access to services, including access to adaptive vehicles and devices that are designed for people with disabilities and that can carry equipment such as wheelchairs.
- For shared mobility services that operate with vehicles (rather than micromobility devices), the projected average per-vehicle occupancy must meet or exceed the relevant minimum included in Table 7 below.

Table 7. Shared Mobility Vehicle Occupancy Requirements

Passenger Trip Length	Ride-hailing Service?	Minimum Average Per-Vehicle Occupancy
Less than ten miles	No	2

<sup>33</sup> <https://ww2.arb.ca.gov/our-work/programs/electric-vehicle-supply-equipment-evse-standards>

<sup>34</sup> <https://evitp.org/training/>

Passenger Trip Length	Ride-hailing Service?	Minimum Average Per-Vehicle Occupancy
Less than ten miles	Yes	3.34
Ten miles or more	No	1.21
Ten miles or more	Yes	2.01

For funded hydrogen refueling station installation, hydrogen refueling stations must:

- Be intended to provide fuel to project-related vehicles.
- Adhere to the minimum technical, renewable hydrogen, and other requirements described in CARB’s Hydrogen Fueling Infrastructure program<sup>35</sup>.
- Be designed to allow the station to accept delivery of hydrogen fuel from a mobile refueler or hydrogen tube trailer if on-site hydrogen production goes off-line or if hydrogen delivered via a pipeline is disrupted.
- Qualify for an exemption under CEQA as determined by the Lead Agency. Once the Grant Term ends, hydrogen refueling stations should continue to benefit the Project Community for the lifetime of the infrastructure.

For funded lawn and garden equipment (CMIS project category only), equipment must:

- Be on the eligible Clean Off-Road Equipment Voucher Incentive Project (CORE) Eligible Equipment<sup>36</sup> list at the time of purchase.
  - New equipment funded by CMIS cannot receive additional incentives from CORE.
- Be used on school property.

For funded displacement prevention activities (STEP project category only), funded activities must:

- Be focused on implementing additional or new policies and programs, which may include but are not limited to new policies not yet adopted, programs that address implementation barriers of existing policies and programs, and expanded efforts of existing policies and programs.
- Directly address the displacement vulnerabilities of the Project Community and the potential impacts of implementing STEP-funded projects.
- Be focused on engaging existing low-income households and small businesses within the Project Community.

<sup>35</sup> <https://ww2.arb.ca.gov/our-work/programs/hydrogen-fueling-infrastructure>

<sup>36</sup> <https://californiacore.org/equipmentcatalog/>

(7)

## Grant Management, Budget, and Data Expectations

### I. Grant Management

Lead Applicants should plan to have the staff capacity and budget to support grant management for the entire Grant Term. Grant management may include but is not limited to process and project planning; partner contract development and execution; payments processing, invoicing, and disbursement requests; regular status reports for and check-ins with CARB and other partners; and data collection, evaluation, and reporting to CARB and the public.

After Grant Agreements are executed, Grantees must execute written agreements with each of their Sub-applicants. Fully executed agreements must be in place before the Sub-applicants can incur any costs for which the Grantee will seek reimbursement, so it is important to execute these agreements as soon as possible. All agreements must expressly incorporate by reference the terms and conditions of the Grantee's Grant Agreement with CARB in its entirety. These written agreements will govern the work completed by each partner. Applicants are encouraged to extend these written agreements, as well as the partnership agreement and other plans outlined below beyond the Grant Term to support long-term project sustainability. However, all CARB Grant Funds must be spent within the Grant Term.

Grantees must work with their partners to develop an overall Project Plan. This plan will include multiple parts. Depending on the project types funded, it may include the following:

- Data collection, evaluation, and reporting plan
- Individual project or service operations plans
- Internal procedures and communication plan
- Long-term sustainability project plan
- Outreach and engagement plan
- Partnership agreement
- Vehicle acquisition plan

The Project Plan will be identified as a deliverable in Task 1 of the Scope of Work in the Grant Agreement. The Project Plan will serve as a detailed blueprint of the scope of the overall grant project and will be reviewed and approved by CARB. It is meant to be a useful tool for the Grantee, CARB, and other partners to plan, understand, and refer to for details of the project. The plan may be developed over time as different parts become relevant. For example, the partnership agreement should be developed within six months of grant execution (the earlier, the better). The data collection, evaluation, and reporting plan should be developed before data collection is set to begin. The individual project plan for a project with a later start date may be

developed later in the Grant Term, before that project is set to begin. The Grantee, CARB, and partners should revisit the Project Plan consistently over the Grant Term and update it as needed within the bounds of the Grant Agreement.

Grantees may request funds as reimbursements or in advance, assuming all advance pay requirements in the Draft Sample Grant Agreement (Appendix C) are met.

However, CARB Grant Funds may not be advanced to anyone other than the Grantee; all other funding recipients must be paid on a reimbursement basis only.<sup>37</sup> Grantees are encouraged to work with their partners to plan a reimbursement payment system that eases this burden, particularly for smaller community-based organizations.

Technical assistance will be available during grant implementation to support Grantees on some or all of these tasks. The technical assistance provider will work with each Grantee individually to formulate a support plan that addresses the needs of the Grantee and their partners.

## **II. Budget**

A majority of the total proposed budget must fund projects located within the disadvantaged and low-income community census tracts in the Project Community. More than fifty percent of the total proposed budget must also fund projects from the project categories listed in Tables 4 and 5 above. At least five percent of the total proposed budget must be set aside for data collection, evaluation, and reporting.

Indirect costs may not exceed one percent of the total requested funds for CMIS and STEP.

**Resource contributions** may be provided to cover project costs but are not required. CARB has no specific limitations on resource contributions, but any resource contributions must follow the requirements set forth in the funding source that they come from.

## **III. Data Collection, Evaluation, and Reporting**

During the Grant Term, the Grantee and their partners will be required to collect, evaluate, and report to CARB on data from each implemented project. At least five percent of the total proposed budget must be allocated to these activities. These activities should be identified in the Scope of Work of the application.

Data collection, evaluation, and reporting are important to 1) evaluate and understand the impacts and effectiveness of the projects and use of CARB Grant Funds; 2) learn from the projects, many of which are new pilots that may provide useful information for future efforts throughout the state; and 3) be able to actively update processes and project implementation based on the information collected. During the Grant

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<sup>37</sup> <https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2019/advancepayment2019/fro.pdf>

Term, the Grantee, in coordination with their partners, must create and implement a data collection, evaluation, and reporting plan, as referenced above, that includes the following components:

1. Data collection: Collect data on projects at least quarterly. Set up a process by which project implementers report data on project implementation to the Grantee for compilation.
2. Data evaluation: Regularly evaluate project impacts based on identified metrics of success, including direct community feedback. Regularly update processes and project implementation based on evaluation results. Some metrics of success are defined by CARB. Others should be identified for each project through collaboration with Community Partners and other residents. Metrics should be both quantitative and qualitative.
3. Data reporting: Report data annually to CARB, and more frequently when requested by CARB. The data reported may vary based on the project types funded and will be finalized by CARB in coordination with the Grantee after Grant Agreement execution.

Data types collected and reported to CARB will vary based on the activities and project types implemented and may include but are not limited to the lists in Table 8.

Table 8. Data Types and Examples

Data Types	Examples
Basic project data	Number of participants per event, number and location of vehicles, number and location of chargers, miles and location of bike lane or sidewalk, number and location of trees, number and value of subsidies
Vehicle telematics data	Number of users, average occupancy per vehicle, miles traveled per vehicle per day, hours of operation, number of charging events, kilowatt hours used per day
Charge management data	Number of hours per charge instance, pricing, power cycles
Demographics of participants/users	Age range, zip code of residence, gender, race/ethnicity, income level, student grade level
Surveys of participants/users	Rating of trip or activity experience, type of trip taken, primary reason for using service, transportation choice that would have been made without the project, aggregated origins and destinations of trips
Employment outcomes data	Quantity and quality of jobs supported
Lessons learned and best practices	N/A
Results of community and Grantee-led evaluations	N/A



## (8) Concept Phase

Applications will be accepted and evaluated through a two-step process. First, Lead Applicants will apply to the Concept Phase. Concept Phase applications will be evaluated for eligibility. Eligible applications will then be scored. Concept Phase applications receiving a minimum score of 70 percent will be allowed to apply in the Full Phase. The Full Phase will only be open to Lead Applicants that were invited to submit a Full Phase application based on the outcomes of the Concept Phase.

### I. Application Submission

Lead Applicants must use the Concept Phase Application Template (Appendix A). All sections in the template must be completed for the application to be scored. All Concept Phase application responses will be considered draft. Lead Applicants will be required to describe any updates from the Concept Phase in the Full Phase application.

Concept applications must be submitted electronically via email. No oral, telephone, facsimile, or mailed applications will be accepted. Lead Applicants must send an email to [step@arb.ca.gov](mailto:step@arb.ca.gov) with the signed and complete Concept Phase application and Project Community map. CARB must receive the application no later than the Concept Phase 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.

CARB will send a confirmation email to each Lead Applicant within 24 hours of receiving the electronic version of the application or on the next business day. Email is not instantaneous. Lead Applicants are encouraged to email their applications at least one day in advance of the Concept Phase Deadline to avoid delays due to technical difficulties. Applications received after the Concept Phase Deadline will be rejected and not scored.

### II. Q&A Sessions

CARB will hold two Q&A sessions during the Concept Phase, at which time CARB staff will be available to answer potential Planning, CMIS, and STEP Applicants' questions regarding eligibility requirements, application components and processes, and anything else related to the current RFA.

Concept Phase Q&A Session #1 Date:

August 10, 2023

Time: 2:00 pm Webinar

registration:

[https://us06web.zoom.us/webinar/register/WN\\_IxIN0UwtTjiqLLbzZiKmbQ#/registration](https://us06web.zoom.us/webinar/register/WN_IxIN0UwtTjiqLLbzZiKmbQ#/registration)



Concept Phase Q&A Session #2 Date:

August 29, 2023

Time: 10:00 am Webinar

registration:

[https://us06web.zoom.us/webinar/register/WN\\_p898EuIXSe2lgD0XpEg1VQ#/registration](https://us06web.zoom.us/webinar/register/WN_p898EuIXSe2lgD0XpEg1VQ#/registration)

The Q&A sessions will be open to all interested entities. Written questions submitted before each Q&A session will be given priority. Questions may be emailed to CARB staff at [step@arb.ca.gov](mailto:step@arb.ca.gov) up to 12:00 pm (Pacific Time) three business days prior to each Q&A session. Staff will only respond to questions regarding the Planning, CMIS, and STEP RFA during the Q&A sessions.

The questions and answers from the Q&A sessions will be posted on the CARB website three business days after the Q&A session. This date may be extended at CARB's sole discretion.

CARB will not answer questions regarding this RFA outside of the Q&A sessions. Any verbal communication with CARB staff concerning this RFA is not binding on the State and shall in no way alter a specification, term, or condition of the RFA.

### **III.** Technical Assistance

The Institute for Local Government, in collaboration with People for Mobility Justice and Fehr & Peers, are the technical assistance providers available to support potential Applicants. In the Concept Phase, they will focus on helping Applicants identify the funding program that best suits their needs, ensure that all eligibility requirements have been met, and develop a basic Project Community map. Applicants must sign up for technical assistance with the following link by **11:59 pm (Pacific Time) on August 11, 2023** to be guaranteed technical assistance:

<https://www.ca-ilg.org/cleanmobilityta>.

### **IV.** Eligibility Requirements and Scoring Criteria

In the Concept Phase, applications must meet the eligibility requirements in Table 9 before they are scored. Eligibility requirements will be evaluated at CARB's sole discretion. CARB may request documentation or clarification from Lead Applicants. If an application does not appear to meet all eligibility requirements or requires additional documentation, the Lead Applicant will have two business days to respond to CARB by email. The Lead Applicant will be notified by CARB by September 13, 2023 and will be required to submit proof that the eligibility requirement has been met by **11:59 pm (Pacific Time) on September 15, 2023**. Any updates to the application during this time should not result in substantial changes to the application and only updates that are directly responsive to CARB's request will be considered.

Table 9. Concept Phase Eligibility Requirements

Application Section	Eligibility Requirements	Yes/No/ N/A
Overall	Are all sections of the Application Template complete?	
Overall	Was the application received by CARB at <a href="mailto:step@arb.ca.gov">step@arb.ca.gov</a> by the Concept Phase Deadline?	
Funding Request (Section 4)	Is the total budget requested less than or equal to \$14.85 million?	
Timeline (Section 5)	Will all CARB Grant Funds be spent by March 31, 2027?	
Project Community (Section 6)	Is more than 50% of the Project Community in disadvantaged or low-income community census tracts?	
Applicants and Partnership Structure (Section 7)	Are all Applicants eligible?	
Applicants and Partnership Structure (Section 7)	If the Lead Applicant is a local government, is one of the Sub-applicants a community-based organization? If the Lead Applicant is a community-based organization, is one of the Sub-applicants a local government or tribal government? (N/A for tribal governments as Lead Applicants.)	
Applicants and Partnership Structure (Section 7)	If the application includes school-related projects, is a public school or local education agency an Applicant? (N/A for STEP.)	
Project Descriptions and Transportation Equity (Section 8)	Are all projects eligible?	
Project Descriptions and Transportation Equity (Section 8)	Does the application include at least two projects from the categories listed in Tables 4 and 5 above?	

If all requirements are met (i.e., CARB staff answer “Yes” or “N/A” [not applicable] to each question in Table 8), the application will be scored using the scoring criteria in Table 9. The minimum score required to proceed to the Full Phase application is 70 percent (or 25.2 points out of 36 points).

Table 10. Concept Phase Scoring Criteria

Application Section	Max. Points	90-100% / Yes	70-89%	50-69%	0-49% / No
Project Community (Section 6)	2	Project Community does not overlap with an area served by an MPO or an urbanized area per the 2020 census - 100%.	N/A	N/A	Project Community overlaps with an area served by an MPO or an urbanized area per the 2020 census - 0%.
Project Community (Section 6)	2	Project Community does not overlap with locations that have received CMIS, STEP Implementation Grant, or Transformative Climate Communities (TCC) Implementation funding - 100%.	N/A	N/A	Project Community overlaps with locations that have received CMIS, STEP Implementation Grant, or TCC Implementation funding - 0%.
Applicants and Partnership Structure (Section 7)	8	Roles and responsibilities of each partner are clear, the partnership structure includes a plan to work collaboratively on the projects to ensure success, and the partnership structure identifies tangible ways to focus decision-making power to the community residents impacted by the project.	Partnership structure is clear and collaborative.	Partnership structure is not clear <u>or</u> does not identify important roles or collaboration approaches.	Partnership structure is not clear <u>and</u> does not identify important roles or collaboration approaches.
Applicants and Partnership Structure (Section 7)	2	Lead Applicant is a tribal government <u>or</u> at least two community-based organizations are Applicants - 100%.	N/A	N/A	Lead Applicant is not a tribal government <u>or</u> only one community-based organization is an Applicant - 0%.

<b>Application Section</b>	<b>Max. Points</b>	<b>90-100% / Yes</b>	<b>70-89%</b>	<b>50-69%</b>	<b>0-49% / No</b>
Project Descriptions and Transportation Equity (Section 8)	6	Each project is clearly tailored to address one or more transportation needs identified through equitable engagement processes.	Most projects address at least one transportation need identified by the community.	Some projects address transportation needs identified by the community.	Community-identified transportation needs are not described.
Project Descriptions and Transportation Equity (Section 8)	2	Projects were identified through a STEP Planning Grant or a Clean Mobility Options (CMO) Community Transportation Needs Assessment (CTNA) Voucher - 100%.	N/A	N/A	Projects were not identified through a STEP Planning Grant or a CMO CTNA Voucher - 0%.
Project Descriptions and Transportation Equity (Section 8)	8	The proposed projects are clearly intended to increase transportation equity, connecting the needs of multiple different types of residents within the Project Community and considering workforce development, community resiliency, and economic opportunity.	The proposed projects focus on increasing transportation equity for multiple types of residents but may not consider workforce development, community resiliency, or economic opportunity.	Some but not all projects focus on increasing transportation equity for one target audience.	Transportation equity is not identified as a goal of the projects.
Project Descriptions and Transportation Equity (Section 8)	6	The proposed projects are clearly intended to increase access to key destinations and include project characteristics that consider residents with diverse transportation needs.	The proposed projects support increasing access to key destinations in some fashion and include basic considerations to meet diverse transportation needs.	Some projects support increasing access to key destinations in some fashion.	Increasing access to key destinations is not identified as a goal of the projects.

## **V.**    Selection Process

CARB staff will evaluate Concept Phase eligibility requirements per Table 9. A CARB scoring committee will score eligible Concept Phase applications following the scoring criteria in Table 10. Applications that meet the eligibility requirements and score 70 percent or higher (25.2 points out of 36 points) will be invited to submit a Full Phase application. By September 25, 2023, CARB will post the list of applications submitted and the list of applications that are eligible to move on to the Full Phase online, and CARB will notify Lead Applicants by email.

# Full Phase

## I. Application Submission

Lead Applicants must use the Full Phase Application Template (Appendix B). All sections of the template must be completed and all required components must be included for the application to be scored.

Only Lead Applicants that were invited to move on to the Full Phase based on the outcomes of the Concept Phase will be allowed to submit a Full Phase application. When a Lead Applicant is informed that they have moved on to the Full Phase application, they will receive a link to the Kiteworks platform from CARB. This link will be unique to each Lead Applicant. Lead Applicants must upload their signed Full Phase application and all components listed in the Application Checklist in Appendix B electronically to Kiteworks no later than the Full Phase Deadline. No oral, telephone, facsimile, mailed, or e-mailed applications will be accepted. Lead Applicants may upload drafts to Kiteworks in advance of the deadline but must delete any documents they do not wish to submit as part of their Full Phase application by the Full Phase Deadline. CARB will not begin review of the Full Phase applications until November 4, 2023.

Applications uploaded after the Full Phase Deadline will be rejected and not scored. Lead Applicants are encouraged to upload applications in advance of the deadline to avoid delays due to technical difficulties. CARB will not accept applications uploaded after the deadline for any reason.

## II. Q&A Sessions

CARB will hold two Q&A sessions during the Full Phase at which time CARB staff will be available to answer potential Planning, CMIS, and STEP Applicants' questions regarding eligibility requirements, application components and processes, and anything else related to the current RFA.

Full Phase application Q&A Session #1 Date:

October 12, 2023

Time: 2:00 pm

Webinar registration: [https://us06web.zoom.us/webinar/register/WN\\_wRATPgrmSZ-5E1REhWSAdA#/registration](https://us06web.zoom.us/webinar/register/WN_wRATPgrmSZ-5E1REhWSAdA#/registration)

Full Phase application Q&A Session #2 Date:

October 24, 2023

Time: 10:00 am

Webinar registration: [https://us06web.zoom.us/webinar/register/WN\\_slLeGw4STcaL-tbpc-kyNg#/registration](https://us06web.zoom.us/webinar/register/WN_slLeGw4STcaL-tbpc-kyNg#/registration)

The Q&A sessions will be open to all interested entities that are a part of applications

that have advanced to the Full Phase. Written questions submitted before each Q&A session will be given priority. Questions may be emailed to CARB staff at [step@arb.ca.gov](mailto:step@arb.ca.gov) up to 12:00 pm (Pacific Time) three business days prior to each Q&A session. Staff will only respond to questions regarding the Planning, CMIS, and STEP RFA during the Q&A sessions.

The questions and answers from the Q&A sessions will be posted on the CARB website three business days after the Q&A session. This date may be extended at CARB's sole discretion.

CARB will not answer questions regarding this RFA outside of the Q&A sessions. Any verbal communication with a CARB employee concerning this RFA is not binding on the State and shall in no way alter a specification, term, or condition of the RFA.

### **III.** Technical Assistance

The Institute for Local Government, in collaboration with People for Mobility Justice and Fehr & Peers, are the technical assistance providers available to provide tailored support to Applicants based on their needs. The technical assistance providers will reach out to each Lead Applicant invited to participate in the Full Phase to begin developing a workplan tailored to the Applicant's needs.

### **IV.** Eligibility Requirements and Scoring Criteria

In the Full Phase, Lead Applicants will be asked to identify any updates made to their Concept Phase application. CARB staff will evaluate these updates to ensure that the concept still meets the Concept Phase eligibility requirements and results in a minimum score of 70 percent based on the Concept Phase scoring criteria. If updates made to the Concept Phase application result in an application that would not have proceeded to the Full Phase application, per CARB's discretion, the Full Phase application will not be scored.

In the Full Phase, applications must meet the eligibility requirements in Table 11 before they are scored. CARB may request documentation or clarification from Lead Applicants. If an application does not appear to meet all eligibility requirements or requires additional documentation, the Lead Applicant will have two business days to respond to CARB. The Lead Applicant will be notified by CARB by November 8, 2023 and will be required to submit proof that the eligibility requirement has been met by **11:59 pm (Pacific Time) on November 10, 2023**. Any updates during this time should not result in substantial changes to the application and only updates that are directly responsive to CARB's request will be considered.

Table 11. Full Phase Eligibility Requirements

Application Section	Eligibility Requirements	Yes/No/N/A
Overall	Have all sections of the Application Template been completed and does the application include all required components listed in the Application Checklist in the Full Phase Application Template?	
Overall	Was the application uploaded to Kiteworks by the Full Phase Deadline?	
Concept Phase Application Updates and Confirmation (Section 4)	Do any updates made to the Concept Phase application still meet the Concept Phase eligibility requirements and result in a minimum score of 70% based on the Concept Phase scoring criteria?	
Budget (Section 10)	Does more than 50% of the total proposed budget fund projects located within disadvantaged or low-income community census tracts within the Project Community?	
Budget (Section 10)	Does more than 50% of the total proposed budget fund projects from the categories listed in Tables 4 and 5 above?	
Budget (Section 10)	Does at least 5% of the total proposed budget fund data collection, evaluation, and reporting?	
Budget (Section 10)	Is no more than 1% of the total requested funds set aside to cover indirect costs?	
Project Benefits (Section 11)	For any shared mobility projects, does the average minimum occupancy per vehicle meet the requirements outlined in Table 6 above? (N/A for applications that do not include shared mobility projects.)	
Readiness (Section 12)	Does the Lead Applicant confirm that proposed infrastructure installations are eligible for CEQA exemption and agree to comply with the CEQA documentation requirements, where applicable?	
Readiness (Section 12)	Does documentation confirm that any applicable site control and permits have or will be met before the relevant project is scoped to start, where necessary?	
Data Collection, Evaluation, and Reporting (Section 13)	Do Applicants agree to comply with all data requirements listed in the application materials, including regularly collecting data on all proposed projects; identifying, evaluating, and updating projects based on evaluation results; and reporting requested data to CARB?	

If all requirements are met (i.e., CARB staff answer “Yes” or “N/A” to each question in the table), an interagency review panel will score the application using the scoring criteria in Table 12. The minimum score required to be eligible for funding is 70 percent (or 70 points out of 100 points). The points from the Concept Phase do not carry over to the Full Phase application.



Table 12. Full Phase Scoring Criteria

Application Section	Max. Points	90-100%	70-89%	50-69%	0-49%
Applicants (Section 6)	7	Applicants demonstrate a high level of experience, expertise, and skillsets that in combination will fully support the proposed project.	Applicants demonstrate sufficient skills and experience to support the proposed projects.	Applicants demonstrate some skills and experience relevant to the proposed project.	Application does not provide examples of relevant work products, skillsets, and experience.
Applicants (Section 6)	7	Applicants have a documented commitment to furthering equity and environmental justice. Application demonstrates experience co-developing projects with community representatives.	Applicants acknowledge and address issues of equity and environmental justice. Application demonstrates a viable plan to incorporate partners that have relevant experience and includes a pathway for community engagement.	Application demonstrates a viable plan to incorporate project partners that have relevant experience.	Application fails to address or acknowledge issues of equity or environmental justice. Application demonstrates minimal or no relevant expertise or experience to ensure project success.
Partnership Structure (Section 7) & Letters of Commitment and Support (Section 8)	7	Applicants and Community Partners include a diverse group that represents the Project Community well. The partnership structure is clear, covers necessary processes, acknowledges and addresses existing power dynamics, includes a meaningful process for residents to make decisions about each	Applicants and Community Partners are diverse. The partnership structure is clear, covers necessary processes, considers ways to address existing power dynamics and involve residents meaningfully in project decisions, and is supported by the letters of commitment and support.	The partnership structure seems capable of implementing the project but does not acknowledge existing power dynamics, does not include a process for residents to make meaningful project decisions, <u>or</u> is not fully supported by the letters of commitment	The partnership structure does not extend beyond required Applicants, is unclear and confusing, does not address equitable and community-led decision-making, <u>or</u> is not fully supported by the letters of commitment and support.

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Application Section	Max. Points	90-100%	70-89%	50-69%	0-49%
		project, and is supported by the letters of commitment and support.		and support.	
Scope and Timeline (Section 9) & Budget (Section 10)	15	Scope, timeline, and budget are feasible and identify all high-level tasks and deliverables needed to successfully implement the projects.	Scope, timeline, and budget adequately identify tasks and deliverables needed to successfully implement the projects but may under- or overestimate time or resources needed.	Scope, timeline, or budget lack details to sufficiently demonstrate the ability to complete the project on time and within budget.	Scope, timeline, or budget do not demonstrate an understanding of the time or resources needed to implement the project.
Project Benefits (Section 11)	15	The proposed projects will increase transportation equity to benefit multiple different groups within the Project Community and consider multiple aspects of transportation equity within project design. If applicable, the proposed projects address any undue burdens, such as displacement, that may result.	The proposed projects will increase transportation equity with a focus on one group of residents within the Project Community and consider some aspects of transportation equity within project design. If applicable, undue burdens are minimally considered.	The proposed projects will increase transportation equity with a focus on one group of residents within the Project Community but are lacking important elements of transportation equity within project design. If applicable, undue burdens are minimally considered.	The proposed projects will not contribute to transportation equity or have serious flaws with their approach to transportation equity and undue burdens.
Project Benefits (Section 11)	10	Each project addresses at least one well-documented transportation need. Transportation needs were all clearly identified by residents of the Project	Most projects address transportation needs that were clearly identified by residents of the Project Community.	Some projects address transportation needs. Not all needs were clearly identified by residents of the Project Community.	Application does not adequately describe community-identified transportation needs <u>or</u> projects address transportation needs that were not

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Application Section	Max. Points	90-100%	70-89%	50-69%	0-49%
		Community.			identified by residents of the Project Community.
Project Benefits (Section 11)	10	The proposed projects will provide access to multiple key destinations, comprehensively considering the specific needs of hard-to-reach residents.	The proposed projects will provide access to multiple key destinations and consider some variation in transportation needs.	The proposed projects will provide access to multiple key destinations but clearly lack consideration of some transportation needs.	The proposed projects will not provide access to multiple key destinations.
Outreach and Engagement (Section 14)	12	Projects plan for diverse, inclusive, and context-specific approaches to outreach and engagement with a focus on hard-to-reach residents. Proposed engagement incorporates ways for residents to make decisions about the projects that will impact them. Proposed outreach will educate end users on clean transportation services offered and encourage the use of clean transportation.	Projects plan for outreach and engagement with a focus on hard-to-reach residents but lacks creativity in inclusivity and context-specific approaches. Proposed engagement considers resident decision-making and proposed outreach will educate end users on clean transportation services offered and encourage the use of clean transportation.	Projects plan for some outreach and engagement but lacks a focus on hard-to-reach residents. Proposed engagement is limited to giving feedback rather than making decisions.	Projects include minimal outreach or engagement <u>or</u> has serious flaws in the approach to outreach and engagement.
Long-term Sustainability (Section 15) & Letters of Commitment	8	Application includes a clear plan for the long-term sustainability of the proposed projects after the Grant Term ends, including financial tools	Application addresses the long-term sustainability of the proposed projects after the Grant Term ends. Application identifies	Application addresses the importance of long-term sustainability and has a plan for determining how the proposed	Application minimally addresses the importance of long-term sustainability and does not include a

FY 2022-23 CMIS and STEP Request for

Application Section	Max. Points	90-100%	70-89%	50-69%	0-49%
and Support (Section 8)		and resources, enabling partnerships, and how capital investments and social infrastructure will continue to benefit the Project Community.	some resources that may be available to support and sustain the proposed projects.	projects will reach long-term sustainability <u>or</u> resources identified to sustain the proposed projects are minimal or highly uncertain.	plan or identify resources to maintain proposed projects after the Grant Term ends.
Workforce Development (Section 16)	10	Application includes a clear plan for workforce development in the climate and clean transportation sectors with a focus on Project Community residents who face barriers to employment.	Application includes workforce development in the climate and clean transportation sectors without a clear focus on Project Community residents who face barriers to employment.	Application considers relevant workforce development opportunities related to the proposed projects, but projects do not actively support workforce development.	Application does not consider workforce development in the climate and clean transportation sectors.

## V. Selection Process

An interagency review panel will evaluate the Full Phase applications based on the Full Phase application eligibility requirements and scoring criteria in the tables above.

CARB will award funds to the applications that meet all eligibility requirements and that score the highest, based on the following priorities:

1. At minimum, award half (approximately \$7.4 million) of CMIS funds to school-related projects and award half (approximately \$7.4 million) of STEP funds to community-based projects.
2. Keep applications whole.
3. Fund down the list, starting with the application that scores the highest until all available funds are awarded.

Based on the list of highest-scoring applications, following these priorities may mean that a portion of STEP's \$14.85 million will be dedicated to funding required for the highest-scoring CMIS application or vice-versa. Projects that move on to the Full Phase are not guaranteed funding.

In the event funding has been awarded to the highest-scoring CMIS and STEP applications so at least half of the CMIS funds and half of the STEP funds are awarded, and the remaining available funds are less than the amount requested in the next highest-scoring application, CARB, in its sole discretion, may offer to fund a portion of the next highest-scoring application, carry the remaining funds forward to the next Fiscal Year, or direct funding to another project in the Funding Plan. CARB retains the right to remove discrete elements of applications selected for funding that CARB determines to be ineligible or to reduce the scope of an application to use any remaining funds.

While there are no restrictions on the number of applications that a Lead Applicant may submit, CARB will award at most one application per Lead Applicant. This policy may be modified at CARB's sole discretion.

The preliminary selection of an application does not in any way commit CARB to approving or finalizing the Grant Agreement. The preliminary Grantee will be required to sign a Grant Agreement with CARB to fulfill the duties of the Grantee (see Appendix C). CARB, in its sole discretion, may cancel the preliminary selection and select the next highest-scoring project, and so on, until an agreement is reached, or exercise its right, in its sole discretion, to not award a grant. If, in CARB's sole discretion, no submitted application meets the goals of this RFA, the Funding Plan, or AQIP Guidelines, no selection of a Grantee is required to be made. If funding remains, CARB may direct it to another project identified in the Funding Plan or re-issue the solicitation (Full Phase or both phases) as needed.

## (9) Post-award Process

After funding recipients are preliminarily selected, each preliminary Grantee must work with CARB to refine the Scope of Work for their Grant Agreement.

### I. Scope of Work

Applicants must consider the duties listed in Task 1 of the Scope and Timeline Template (Appendix B, Attachment II) and the requirements in the Draft Sample Grant Agreement (Appendix C) when developing their application, especially the timeline and budget. The Scope of Work that is submitted as part of the Full Phase application will be included as the Scope of Work of the Grant Agreement. The Grant Agreement must be executed by May 15, 2024.

### II. Requirements Prior to Execution of Grant Agreement

Once selected and prior to Grant Agreement execution, preliminary Grantees must complete all of the following activities. If the following activities are not completed, then no award shall be made and no Grant Agreement will be approved or signed by CARB.

**Benefits Quantification:** Work with CARB to quantify the benefits of proposed projects using the California Climate Investments Clean Mobility Benefits Calculator.<sup>38</sup> Quantifiable benefits include GHG emission reductions, other co-benefits such as air pollutant reductions and travel cost savings, and jobs supported. To be eligible for funding, each CMIS and STEP project must not result in an increase in GHG emissions or passenger VMT according to the calculator. CMIS and STEP funding awards will be contingent on these results.

**CEQA:** Submit a completed CEQA worksheet, based on a template provided by CARB, for each proposed infrastructure installation to document the project's expected exemption from CEQA. Begin to prepare any necessary CEQA Notices of Exemption. No later than six months after Grant Agreement execution, submit documentation that the project is exempt from CEQA. Such documentation will typically involve showing that the "CEQA Lead Agency," as defined in CEQA and as responsible for any discretionary approval of the project, has properly filed a Notice of Exemption for the project and 35 days has elapsed since the filing of the Notice of Exemption without there being a judicial challenge to it.

**Consistency with Regional Plans Letter:** Submit a letter from a representative of the Metropolitan Planning Organization (MPO) in which the Project Community is located,

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<sup>38</sup> Final Benefits Calculator will be available at: <https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials>

or a representative of the equivalent regional planning agency if the Project Community is located in a non-MPO region, that documents which strategies in the most recently adopted Sustainable Community Strategy or equivalent regional sustainable planning document the project will contribute to implementing.

**Governing Board Resolution:** Submit a resolution from the preliminary Grantee's governing board that commits the entity to do the following things:

- Comply with the requirements of the Grant Agreement
- Accept grant funds from CARB
- Allocate and authorize any resource contributions that the entity has committed as part of the application
- CARB also recommends the resolution allow for grant amendments without governing board approval

**Payee Data Record:** Complete and submit the STD. 204 Payee Data Record form or Government Agency Taxpayer ID form provided by CARB.

**Verification of Compliance with CARB Regulations:** Submit certificates of compliance and other record-keeping documentation relevant to the preliminary Grantee's existing fleet such as copies of Opacity Test Reports, Department of Motor Vehicles reports, and Public Agency and Utility Fleet information.

Both CARB and the preliminary Grantee must sign the Grant Agreement to execute it. Signing the Grant Agreement will commit the Grantee to fulfilling the administrative and technical duties associated with the project. An executed Grant Agreement must be in place before work on the selected projects may begin. No work performed or expenses incurred prior to full Grant Agreement execution (by CARB and the Grantee) will be reimbursed.

Signed Grant Agreements, completed Benefits Calculators, CEQA worksheets, regional planning letters, and approved governing board resolutions must be submitted to CARB by no later than May 14, 2024. CARB reserves the right, but not the obligation, to extend this document submittal deadline. If these documents are not submitted by the deadline, CARB, in its sole discretion, may deny the application and redirect funds to another application submitted to this RFA or to another project in the Funding Plan, as needed.

CARB, in its sole discretion, may make changes to the proposed project milestones, work plan, or disbursement schedules in consultation with the Lead Applicant for inclusion in the Grant Agreement.

### **III. Unawarded Applicant Debriefs and Support**

Once Applicants have been selected for funding and CARB announces the anticipated awards, the Applicants that were not selected for funding have thirty days to submit a

written request to [step@arb.ca.gov](mailto:step@arb.ca.gov) for a debrief meeting with CARB. The debrief will include a review of the strong and weak aspects of their submitted application and recommendations for how to improve their application for potential future funding.

CARB will offer one debrief per application. The debrief may include the Lead Applicant, Sub-applicants, and other project partners.

CARB, within its sole discretion and with no obligation to do so, may explore other opportunities to support Applicants that were not awarded funding through this Fiscal Year's RFA, including funding from future Fiscal Years or technical assistance for future funding opportunities.



(10) Administration

**I. Advance Pay**

Consistent with the Legislature's direction to expeditiously disburse grants, CARB, in its sole discretion, may provide advance payments of grant awards to support project initiation and implementation, with a focus on mitigating the constraints of modest reserves and potential cash flow problems. However, all advance payments must in each instance fully comply with all advance pay regulatory requirements. Additional information on advance pay is in the Draft Sample Grant Agreement (Appendix C).

Only Lead Applicants may qualify for advance pay. Sub-applicants, Community partners, contractors, subcontractors, consultants, and other participants shall only be paid on a reimbursement basis.

**II. Applicant's Admonishment**

This RFA contains the instructions governing the application process, including the required format of information and materials to be submitted, requirements that must be met to be eligible for consideration, and Applicant responsibilities. Applicants must carefully read the entire RFA, 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 RFA are followed and appropriately addressed.

**III. Agreement Requirements**

The content of this RFA and sections of each preliminary Grantee's application shall be incorporated by reference into the final Grant Agreement. CARB reserves the right to negotiate with selected Lead Applicants to modify the project scope, level of funding, or both. If CARB is unable to successfully negotiate and execute a Grant Agreement with a preliminary Grantee, CARB, at its sole discretion, reserves the right to withdraw the pending award and fund the next highest ranked eligible application. 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.

**IV. Cost of Developing Application**

The Applicant is responsible for the cost of developing an application, and this cost cannot be charged to the State. This RFA does not commit CARB to award, nor does it commit CARB to pay, any costs incurred by any Applicants or by others resulting from the development or submission of an application or participation in the RFA process (including but not limited to travel expenses). Furthermore, no costs incurred prior to the full execution of a Grant Agreement by CARB and the Grantee are reimbursable. All costs associated with RFA participation, application preparation, and travel are the sole responsibility of each Applicant. 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 RFA.

#### **V. Claims against CARB**

Each Lead Applicant acknowledges, accepts, and understands that neither the Lead Applicant's organization nor any of the Lead 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 RFA or these RFA procedures, except as between CARB as the Grantor and the Lead Applicant as the Grantee, as set forth in the terms of a Grant Agreement signed by authorized representatives of CARB and the selected Grantee. Sub-applicants and other participants shall have no rights or claims of any kind or nature against CARB or any of its respective officials, agents, or employees.

#### **VI. Disposition of Lead Applicant's Documents**

All applications and related material submitted in response to this RFA become the sole and exclusive property of the CARB, will not be returned, and are public records subject to the disclosure requirements of the California Public Records Act (CPRA) as solely determined by CARB.

If trade secret or proprietary information is contained in documents or other information submitted by the Lead Applicant as a part of the Application and the Lead Applicant has expressly claimed that such information falls within one or more CPRA exemptions, then the Lead 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 to CARB. In the event of a request for such information, CARB will make reasonable efforts to provide notice to the Lead Applicant prior to disclosure under the CPRA. If the Lead Applicant contends that any documents are exempt from the CPRA and wishes to prevent disclosure, the Lead 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 business days before CARB's deadline to respond to the CPRA request. If the Lead 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. The Lead 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 Lead Applicant information.

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 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.

## **VII.** Errors

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

## **VIII.** Grant and Budget Revisions

Changes in the project budget, deliverables, or extension of the project schedule should be avoided where possible. CARB will work with the Grantee to determine where flexibility is possible within the Grant Agreement to allow for community engagement to continue informing project design throughout grant implementation and will assist the Grantee with formal amendments where needed.

Once a Grant Agreement has been fully executed by both CARB and Grantee, changes to the work to be done or other project scope changes may be considered by CARB, if necessary, in consultation with the Grantee. In cases where changes may be allowed, they must be approved in advance and in writing by CARB and may require a grant amendment.

## **IX.** Immaterial Defect

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

## **X.** No Agreement Until Signed

No agreement between CARB and the selected Lead Applicant is in effect until the Grant Agreement is signed by the selected Lead Applicant and by the authorized CARB representative. Qualifying costs may 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 Grant Funds.

This RFA and the selection process shall in no way be deemed to create a binding contract or agreement of any kind between CARB and any Lead Applicant, nor shall any information herein be construed as a representation or warranty on behalf of CARB or as a statement on which the Lead Applicant may justifiably rely in executing any license or agreement with CARB. All legal rights and obligations between any successful Lead Applicant and CARB will come into existence if and only if a 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.

## **XI.**    No Modifications to the General Provisions

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

## **XII.**    No Right to Protest

Applicants acknowledge, understand, and agree that consideration for and award of a grant is fully discretionary and at no time shall an 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 RFA in whole or in part.

## **XIII.**    Payment of Prevailing Wages

All Applicants must read and pay particular attention to Appendix C, Draft Sample Grant Agreement Section 10.17 entitled "Prevailing wages and labor compliance." Prevailing wage rates can be significantly higher than non-prevailing wage rates.

Failure to pay legally required prevailing wage rates can result in substantial damages and financial penalties, termination of the Grant Agreement, disruption of projects, and other complications.

## **XIV.**    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.

## **XV.**    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 scheduled milestones, and failure to comply with the terms and conditions identified in legal agreements.

Remedies may include:

- CARB may seek to resolve the dispute directly with the Grantee or involve a third-party mediator.
- CARB may issue a stop work order.
- CARB may terminate the agreement at its sole discretion.

- CARB may recover grant funds, spent and unspent, to the degree they have been spent or are being spent inappropriately.
- CARB may withhold funds from payment.
- CARB may take civil actions.

## **XVI.**    RFA Cancellation, Amendments, and Outcomes

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

- Terminate this RFA (even after an intent to award has been determined), and, at CARB's sole discretion, issue a new RFA.
- Revise the amount of funds available under this RFA.
- Extend or modify deadlines specified in this RFA or in the Grant Agreement, including deadlines for accepting applications.
- Waive or correct any minor or inadvertent defect, irregularity, or technical error in an application, in the RFA, or in the RFA process, or as party of any subsequent grant negotiation.
- Modify the selection process, the Grant Term, or the contents or format of the forms, conditions, instructions, or requirements.
- Request that a Lead Applicant supplement or modify all or certain aspects of a submittal or other documents or materials that have been submitted.
- Reject any or all applications received in response to this RFA, without indicating any reason for such rejection.
- Modify any terms or conditions of the Draft Sample Grant Agreement.
- Terminate failed negotiations without liability and negotiate with other Applicants.
- Negotiate with any or none of the Applicants.
- Issue grants specified in this RFA by any other legal means.
- Disqualify any Lead Applicant or Grantee on the basis of a real or apparent conflict of interest or evidence of collusion that is disclosed by the Lead Applicant or other data available to CARB.
- Eliminate, reject, or disqualify an application from any Lead Applicant who fails to submit a responsive application or who later fails to demonstrate that they are a responsible Lead Applicant, as determined solely by CARB.
- Accept all or a portion of an application.

## **XVII.**    Withdrawal of Application

Applicants may withdraw their applications at any time. The Lead Applicant must submit a written withdrawal request signed by the Lead Applicant's duly authorized representative and addressed and submitted to [step@arb.ca.gov](mailto:step@arb.ca.gov).

# **Planning and Capacity Building FY 2022-23 Request for Applications**

## **APPENDIX A: Concept Phase Application Template**

**Note:**

If you require this document in an alternate format or language, please contact Heather Choi at (279) 208-7556 or [heather.choi@arb.ca.gov](mailto:heather.choi@arb.ca.gov). TTY/TDD/Speech to Speech users may dial 711 for California Relay Service.

July 24, 2023

More information: <https://ww2.arb.ca.gov/lcti-step-pcb-cmis>

FY 2022-23 CMIS and STEP RFA - APPENDIX A

The California Air Resources Board (CARB) requires applications to be accurate, and Lead Applicants are strongly encouraged to ensure their applications are brief and clear. All Concept Phase application responses will be considered draft. Lead Applicants will be required to describe any updates from the Concept Phase in the Full Phase application.

**Instructions:** Complete the Application Template below to apply for Planning and Capacity Building. Refer to the Request for Applications (RFA) for more information. All sections in this template must be completed for the application to be scored.

Lead Applicants must send an email to [step@arb.ca.gov](mailto:step@arb.ca.gov) with the signed and complete Concept Phase application and Project Community map. CARB must receive the application no later than **11:59 pm (Pacific Time) on September 8, 2023 (the Concept Phase Deadline)**. If the application is too large to send in one email, Lead 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.

CARB will send a confirmation email to each Lead Applicant within 24 hours of receiving the electronic version of the application or on the next business day. Email is not instantaneous. Lead Applicants are encouraged to email their applications at least one day in advance of the Concept Phase Deadline to avoid delays due to technical difficulties. Applications received after the Concept Phase Deadline will be rejected and not scored.

The Institute for Local Government, in collaboration with People for Mobility Justice and Fehr & Peers, are available to support potential Applicants. In the Concept Phase, they will focus on helping Applicants identify the funding program that best suits their needs, ensure that all eligibility requirements have been met, and develop a basic Project Community map. Applicants must sign up for technical assistance with the following link by **11:59 pm (Pacific Time) on August 11, 2023**, to be guaranteed technical assistance: <https://www.ca-ilg.org/cleanmobilityta>.

CARB will hold two Question & Answer sessions during the Concept Phase to help answer potential Applicants' questions. See the section "Q&A Sessions" in the RFA for more details.

FY 2022-23 Planning RFA - APPENDIX A

## 1. Cover Page

Print clearly or type all information on this application.

1. Project Name:
2. Organization Name:
3. Type of Organization:
4. Contact Name and Title:
5. Person with Contract Signing Authority (if different from above):
6. Mailing Address and Contact Information: Street:
City, State, Zip Code:
7. Phone:
8. Email:
9. <input type="checkbox"/> I have read and understood the terms and conditions of the Sample Grant Agreement.

The undersigned declares that he or she is an official/agent of responding Lead Applicant and Sub-applicants and is empowered to represent, bind, and execute contracts and other agreements on behalf of the Lead Applicant (and Sub-applicants and Project Teams). The undersigned hereby represents, warrants, certifies and declares under penalty of perjury, under the laws of the State of California, that all statements and responses in this application package are true and correct, with full knowledge that all statements and responses are subject to investigation and that any incomplete, unclear, false or dishonest statements or responses may be grounds for rejection of the application, disqualification from this RFA process, termination of any or all executed Grant Agreements and/or other legal consequences.

Printed Name of Responsible Party:	Title:
Signature of Responsible Party:	Date:

### Third Party Certification (if applicable)

I have completed the application, in whole or in part, on behalf of the Lead Applicant.

Printed Name of Third Party:	Title:
Signature of Third Party:	Date:
Amount Being Paid for Application Completion in Whole or Part:	Source of Funding to Third Party:



## 2. Eligibility Requirement Review

Answer the questions in the table below. Use this section to check that all applicable eligibility requirements have been met.

CARB will also review and confirm that all applicable eligibility requirements have been met. Applications must meet all applicable eligibility requirements to be scored.

Application Section	Eligibility Requirements	Yes/No/ N/A
Overall	Are all sections of the Application Template complete?	Select one:
Overall	Was the application received by CARB at <a href="mailto:step@arb.ca.gov">step@arb.ca.gov</a> by the Concept Phase Deadline?	Select one:
Funding Request (Section 4)	Is the total budget requested less than or equal to \$500,000?	Select one:
Timeline (Section 5)	Will all CARB Grant Funds be spent by December 31, 2026?	Select one:
Project Community (Section 6)	Is more than 50% of the Project Community in disadvantaged or low-income community census tracts?	Select one:
Applicants and Partnership Structure (Section 7)	Are all Applicants eligible?	Select one:
Applicants and Partnership Structure (Section 7)	If the Lead Applicant is a local government, is one of the Sub-applicants a community-based organization? If the Lead Applicant is a community-based organization, is one of the Sub-applicants a local government or tribal government? (N/A for tribal governments as Lead Applicants.)	Select one:
Project Descriptions and Transportation Equity (Section 8)	Are all projects eligible?	Select one:

### 3. Application Summary

Very briefly, summarize the proposed projects. This response will be posted publicly on CARB's website. *(Maximum 500 characters)*

Input response below:

### 4. Funding Request

Estimate the funding expected to be requested from CARB. Estimate the overall project cost and how much of that cost may be able to be covered by other sources of funding rather than CARB funding (via a resource contribution).

This response will be used to confirm that the total budget requested meets eligibility requirements. *(Maximum 350 characters)*

Input response below:

### 5. Timeline

The Grant Term is expected to start by July 15, 2024. What is the expected timeline for project implementation? By what date will all CARB Grant Funds be spent?

This response will be used to confirm that the project timeline meets eligibility requirements. *(Maximum 350 characters)*

Input response below:

## 6. Project Community

- A. Describe the community that the projects will benefit. For example, you may want to describe the residents, workers, and students in the benefitting community, including demographics such as race/ethnicity, age, gender, income level, employment, languages spoken, vehicle ownership, travel patterns to key destinations, and transportation mode share. You may also want to describe the types and quality of transportation options currently available within the community.

This response will be used as background for scoring other application sections.  
(Maximum 1,500 characters)

Input response below:

- B. Attach a map of the Project Community's boundaries to this application document. Work with the technical assistance providers to create this map in the required format (.shp, .kml, or .kmz file type). This map will be used to confirm that the Project Community meets eligibility requirements and will be used to score whether the Project Community is rural and whether the Project Community has received past planning funding from STEP or similar State programs.

Input name of map file below:

Follow the instructions below. These responses will be used to confirm that the Applicants meet eligibility requirements and will be scored.

- Input information on Lead Applicant below:

--

- Input information on Sub-applicants below:

[illegible]

**C. Community Partners:** List the Community Partners, including the name of the organization and organization type if applicable. *(Maximum 1,000 characters)*

Input information on Community Partners below:

**D. Partnership Structure:** Describe the roles and responsibilities of the Lead Applicant, Sub-applicants, and Community Partners and how they plan to work collaboratively on the projects to ensure success. Describe how the partnership structure will focus decision-making power to the community residents impacted by the proposed projects. *(Maximum 1,500 characters)*

Input response below:

## 8. Project Descriptions and Transportation Equity

Describe the proposed project and identify the associated project categories from the RFA. Describe how the proposed project will address or identify community transportation needs or increase transportation equity, connecting the needs of different groups of residents within the Project Community and considering workforce development, community resiliency, and economic opportunity. Describe how the project will develop organizational and community capacity. Lastly, describe potential challenges the Applicants or community may face during project implementation and how these challenges will be addressed.

This response will be used to confirm that the projects meet eligibility requirements and will be scored. (Maximum 3,000 characters)

Input response below:	
-----------------------	--

# **Planning and Capacity Building FY 2022-23 Request for Applications**

## **APPENDIX B: Full Phase Application Template**

**Note:**

If you require this document in an alternate format or language, please contact Heather Choi at (279) 208-7556 or [heather.choi@arb.ca.gov](mailto:heather.choi@arb.ca.gov). TTY/TDD/Speech to Speech users may dial 711 for California Relay Service.

July 24, 2023

More information: <https://ww2.arb.ca.gov/lcti-step-pcb-cmis>

The California Air Resources Board (CARB) requires applications to be accurate, and Lead Applicants are strongly encouraged to ensure their applications are brief and clear. If a project is selected for funding, the application will be incorporated into the grant agreement and sections of it may be added into the body of the grant agreement. Applications will be considered a promise to perform actions in a specific project and are not considered a starting place to begin negotiations on the project's final scope.

**Instructions:** Complete the Application Template below to apply for Planning and Capacity Building. Refer to the Request for Applications (RFA) for more information. All sections of the template must be completed, all statements requiring signature must be signed and dated, and all required components must be included for the application to be scored.

When a Lead Applicant is informed that they have moved on to the Full Phase application, they will receive a link to the Kiteworks platform from CARB. This link will be unique to each Lead Applicant. Lead Applicants must upload their signed Full Phase application and all components listed in the Application Checklist electronically to Kiteworks no later than **11:59 pm (Pacific Time) on November 3, 2023 (the Full Phase Deadline)**. No oral, telephone, facsimile, mailed, or e-mailed applications will be accepted. Lead Applicants may upload drafts to Kiteworks in advance of the deadline but must delete any documents they do not wish to submit as part of their Full Phase application by the Full Phase Deadline. CARB will not begin review of the Full Phase applications until November 4, 2023.

Applications uploaded after the Full Phase Deadline will be rejected and not scored. Lead Applicants are encouraged to upload applications in advance of the deadline to avoid delays due to technical difficulties. CARB will not accept applications uploaded after the deadline for any reason.

The Institute for Local Government, in collaboration with People for Mobility Justice and Fehr & Peers, are available to provide tailored support to each Applicant based on their needs. The technical assistance providers will reach out to each Lead Applicant invited to apply based on their Concept Phase application.

CARB will hold two Question & Answer sessions during the Full Phase to help answer potential Applicants' questions. See the section "Q&A sessions" in the RFA for more details.



## 1. Cover Page

Print clearly or type all information on this application.

1. Project Name:
2. Organization Name:
3. Type of Organization:
4. Contact Name and Title:
5. Person with Contract Signing Authority (if different from above):
6. Mailing Address and Contact Information: Street:
City, State, Zip Code:
7. Phone:
8. Email:
9. <input type="checkbox"/> I have read and understood the terms and conditions of the Sample Grant Agreement.

The undersigned declares that they are an official/agent of the responding Lead Applicant and are empowered to represent, bind, and execute contracts and other agreements on behalf of the Lead Applicant. The undersigned hereby represents, warrants, certifies, and declares under penalty of perjury, under the laws of the State of California, that all statements and responses in this application package are true and correct, with full knowledge that all statements and responses are subject to investigation and that any incomplete, unclear, false, or dishonest statements or responses may be grounds for rejection of the application, disqualification from this RFA process, termination of any or all executed Grant Agreements, and/or other legal consequences.

Printed Name of Responsible Party:	Title:
Signature of Responsible Party:	Date:

### Third Party Certification (if applicable)

I have completed the application, in whole or in part, on behalf of the Lead Applicant.

Printed Name of Third Party:	Title:
Signature of Third Party:	Date:
Amount Being Paid for Application Completion in Whole or Part:	Source of Funding to Third Party:

## 2. Application Checklist

Use this section to check that all required application components have been included and will be submitted to CARB. All components in the table below are required for the application to be scored.

Application Component	Included? Yes/No
Completed Application Template (including signed Cover Page and Section 15)	
Letters of Commitment and Support Attachments	
Scope and Timeline Attachment	
Budget Attachment	

## 3. Eligibility Requirements

Answer the questions in the table below. Use this section to check that all applicable eligibility requirements have been met. CARB will also review and confirm that all applicable eligibility requirements have been met. Applications must meet all applicable eligibility requirements to be scored.

Application Section	Eligibility Requirements	Yes/No/ N/A
Overall	Have all sections of the Application Template been completed and does the application include all required components listed in the Application Checklist in the Full Phase Application Template?	
Overall	Was the application uploaded to Kiteworks by the Full Phase Deadline?	
Concept Phase Application Updates and Confirmation (Section 4)	Do any updates made to the Concept Phase application still meet the Concept Phase eligibility requirements and result in a minimum score of 70% based on the Concept Phase scoring criteria?	
Budget (Section 10)	Does at least 5% of the total proposed budget fund data collection, evaluation, and reporting?	
Budget (Section 10)	Is no more than 15% of the total requested funds set aside to cover indirect costs?	
Data Collection, Evaluation, and Reporting (Section 12)	Do Applicants agree to comply with all data requirements listed in the application materials, including regularly collecting data on all proposed projects; identifying, evaluating, and updating projects based on evaluation results; and reporting requested data to CARB?	

#### 4. Concept Phase Application Updates and Confirmation

Confirm whether the responses submitted in the Concept Phase application are still accurate. If they need to be updated, describe any updates that have been made. This section will be used to confirm that any updates to the Concept Phase application still meet eligibility requirements and score at least 70% according to the Concept Phase eligibility requirements and scoring criteria. This section will also be used as background information when scoring the Full Phase application.

Concept Phase Application Section	For each section of the Concept Phase application, if no updates need to be made, write "No updates" below. If updates do need to be made, describe those updates below.
Section 4. Funding Request	
Section 5. Timeline	
Section 6. Project Community	
Section 7. Applicants and Partnership Structure	
Section 8. Project Description and Transportation Equity	

## 5. Application Summary and Community Vision

Briefly summarize the overall application. Include a high-level description of the Project Community, the proposed project, and how the project will achieve the community's vision of transportation equity. This response will be posted publicly on CARB's website and will be used as background information when scoring the Full Phase application. *(Maximum 1,000 characters)*

Input response below:

-

SAMPLE

## 6. Applicants

Follow the instructions below. These responses will be scored.

- A. Outline the roles and responsibilities of each Lead Applicant and Sub-applicant. Describe why, through relevant expertise, experience, and skillsets, the Lead Applicant and each Sub-applicant is suited for their identified role and how, as a whole, they have the necessary qualifications to complete the projects. *(Maximum 3,000 characters)*

Input response below. Include the name of any relevant attachments:

-

SAMPLE

- B. Provide documentation of each Applicant's commitment to furthering equity and environmental justice. Describe each Applicant's relationships with Community Partners and representatives. Provide documentation and describe the outcomes of past work with Community Partners and representatives. *(Maximum 3,000 characters)*

Input response below. Include the name of any relevant attachments:

-

SAMPLE

## 7. Partnership Structure

Expand on the description provided in the Concept Phase application about how the partnership structure has been or will be created to accurately represent the Project Community. Describe the governance and decision-making structure of the partnership, including how the structure prioritizes decisions made by Community Partners and other community residents. Describe the legal and financial structure of the partnership, including who is contracting with whom and how the Lead Applicant will procure, contract with, and pay Sub-applicants and Community Partners. Finally, describe how the partnership structure will address power dynamics and potential inequities that may exist between partners. Lead Applicants may submit diagrams that demonstrate the partnership structure as attachments, but this is not required.

This response will be scored. *(Maximum 3,000 characters)*

Input response below. Include the name of any relevant attachments:

-

SAMPLE

## 8. Letters of Commitment and Support

Provide a letter of commitment and support from each Applicant. Use the Letters of Commitment and Support Template (Attachment I) to ensure that all necessary topics are covered. Letters of commitment and support from Community Partners, as well as from entities that are necessary for planned projects to be implemented in the long- term, such as elected officials, electrical utilities, and government entities that own the right-of-way, are encouraged.

This response will be used to score the partnership structure and long-term sustainability sections.  
(Maximum 500 characters)

List letters attached to application:
-

## 9. Scope and Timeline

Provide a scope and timeline using the Scope and Timeline Template (Attachment II). Follow the instructions in the template. The proposed scope and timeline should outline the tasks needed to complete the project and approximate start and end dates for each task and sub-task.

This response will be scored.

Input name of scope and timeline file:
-

## 10. Budget

Provide a detailed budget using the Budget Template (Attachment III). Follow the instructions in the template. The proposed budget should estimate all labor, material, equipment, construction, installation, and grant management costs associated with the proposed projects. Labor rates must account for overhead and fringe benefits.

Projected costs must account for any expectation of cost increases (e.g., cost of living increases, inflation).

This response will be used to confirm the eligibility of the budget and will be scored.

Input name of budget file:
-



## 11. Project Benefits

Expand on the description provided in the Concept Phase application about how the proposed project will address or identify community transportation needs or increase transportation equity, considering the needs of different groups of residents within the Project Community. Consider how the project will address and incorporate transportation equity as defined in this RFA, different elements that support transportation equity (e.g., accessibility, affordability, reliability, safety, and environmental sustainability), and the environmental justice principles. Describe how the project will develop organizational and community capacity. If applicable, describe how the proposed project will support workforce development in the climate and clean transportation sectors (e.g., partnering with workforce development and training programs with career pathways, providing economic opportunities through high- quality jobs) with a focus on Project Community residents who face barriers to employment.

This response will be scored. *(Maximum 4,000 characters)*

Input response below. Include name of any relevant attachments:

-

## 12. Data Collection, Evaluation, and Reporting:

Answer the question below. This response will be used to confirm eligibility of the application.

Do you agree with the following statement? All Applicants have read and understand the data collection, evaluation, and reporting requirements and, as the Lead Applicant, I agree that all Applicants shall comply with all data requirements listed in the RFA, including regularly collecting data on all proposed projects; identifying, evaluating, and updating projects based on evaluation results; and reporting requested data to CARB or the Project Administrator.

Input response (Yes or No) below:
-

SAMPLE

### 13. Outreach and Engagement

Describe how outreach and engagement activities will focus intentionally on involving hard-to-reach residents in low-income and disadvantaged communities. Describe how the proposed projects will be inclusive and encourage diverse community resident feedback, incorporating specific ways for residents to make decisions about the projects that will impact them. Describe how the proposed projects will encourage the use of the clean transportation services provided and educate end users on the clean transportation options available.

This response will be scored. *(Maximum 3,000 characters)*

Input response below:

-

SAMPLE

## 14. Long-term Sustainability

Describe the plan for the long-term sustainability or implementation of the proposed or planned projects after the grant term ends. This may include what financial tools and resources are available to implement planned projects, what partnerships will enable the benefits of the project to be sustained in the long-term, the long-term impact of capacity building activities and sustained community engagement, and how social infrastructure will continue to benefit the Project Community after the grant term. If this information is not available, describe how long-term benefits will be considered during project planning and implementation.

This response will be scored. *(Maximum 3,000 characters)*

Input response below:

-

SAMPLE

## 15. Declarations and Attestations

### A. Conflict of Interest Declaration

All Lead Applicants must disclose, as an attachment to the application, any conflict of interest that could be perceived to impact any of the Applicants' abilities to fulfill the duties and responsibilities set out in this RFA or the Grant Agreement.

The Lead Applicant must immediately inform CARB of any current, ongoing, or pending direct or indirect interests that do or could pose an actual, apparent, or potential conflict of interest with any of the Applicants' abilities to fulfill the duties and responsibilities set out in this RFA or the Grant Agreement. These may include, but are not limited to, financial arrangements with or interest(s) with product manufacturers, equipment suppliers or vendors, infrastructure installers, fuel manufacturers, fuel or electricity retailers, vehicle or equipment component manufactures, or related organizations as well as membership in or financial arrangements with community-based organizations or committees or subcommittees. CARB may consider the nature and extent of any actual, potential, perceived, or apparent conflict of interest, including those discovered outside of the application, in evaluating, considering, or scoring the application, and may disqualify the Lead Applicant based on such actual, potential, perceived, or apparent conflict of interest at CARB's sole discretion. Each Applicant must immediately advise CARB in writing of any potential new conflicts of interest.

By signing Section 15.E. Applicant Signatures, each Applicant represents, warrants, and agrees that all conflicts of interest, if any, have been fully disclosed to CARB in the submitted application; that they are in compliance with applicable state and federal conflict of interest laws at the time they submit this application and shall remain in compliance with all such laws during the RFA process, and, if selected, during the Grant Term; and that they will have no interest, and will not acquire any interest, direct or indirect, which will conflict with their ability to impartially perform under and complete the tasks described in this RFA.

### B. Compliance with the Law Declaration

Each Applicant must disclose, as an attachment to the application, any claims against them of noncompliance with any United States Environmental Protection Agency (U.S. EPA), CARB, or California air district laws, including a Notice of Violation, Citation, or litigation alleging noncompliance, along with a copy of any of the government documents they have received alleging noncompliance. Applicants may explain the nature of the allegations and present any defenses.

If the Applicants have no such claims of noncompliance against any of them, each Applicant shall so attest in the application by signing Section 15.E. Applicant Signatures. By signing, each Applicant represents, warrants, and agrees that all claims of noncompliance, if any, have been disclosed to CARB in the submitted application.

CARB may consider the nature and extent of any alleged or proven noncompliance with U.S. EPA, CARB, or California air district law, or failure to disclose any alleged

noncompliance with U.S. EPA, CARB, or California air district laws, including those discovered outside of the application, in evaluating, considering, or scoring the application, and may disqualify the application based on such noncompliance, at CARB's sole discretion.

#### C. Attestation of Readiness

By signing Section 15.E. Applicant Signatures, each Applicant accepts the terms and conditions of the attached Grant Agreement (Appendix B) in the same form, and is ready, willing, and able to comply with all such terms and conditions.

#### D. Non-Collusion Declaration

By signing Section 15.E. Applicant Signatures, each Applicant represents, warrants, and agrees that the following is true:

The application was not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The application is genuine and not collusive or a sham. Submittal of the application was not directly or indirectly induced by or solicited from any other applicant to put in a false or sham proposal. Each Applicant did not directly or indirectly collude, conspire, connive, or agree with any other applicant or anyone else to put in a sham application. Each Applicant did not in any manner directly or indirectly seek by agreement, communication, or conference with anyone to fix the proposed fees or terms of the application or of any other application, or to fix any overhead, profit, or cost elements of the proposed fees or fee structure, or of that of any other applicant, or to secure any advantage against CARB or other applicants. All statements contained in the application are true and correct.

#### E. Applicant Signatures

**Each Applicant (the Lead Applicant and each Sub-applicant)** must sign below. The undersigned declares that they are an official/agent of a responding Applicant and are empowered to represent, bind, and execute contracts and other agreements on behalf of the Applicant. The undersigned hereby represents, warrants, certifies, and declares under penalty of perjury, under the laws of the State of California, that all statements and responses in Sections 15.A, 15.B, 15.C, and 15.D above are true and correct, with full knowledge that all statements and responses are subject to investigation and that any incomplete, unclear, false, or dishonest statements or responses may be grounds for rejection of the application, disqualification from this RFA process, termination of any or all executed Grant Agreements, and/or other legal consequences.

Lead Applicant Name:	-
Signature of Designated Authorized Representative:	-
Name and Title of Authorized Representative:	-
Date of Signature:	-

Sub-applicant Name:	-
Signature of Designated Authorized Representative:	-
Name and Title of Authorized Representative:	-
Date of Signature:	-

Sub-applicant Name:	-
Signature of Designated Authorized Representative:	-
Name and Title of Authorized Representative:	-
Date of Signature:	-

Sub-applicant Name:	-
Signature of Designated Authorized Representative:	-
Name and Title of Authorized Representative:	-
Date of Signature:	-

Sub-applicant Name:	-
Signature of Designated Authorized Representative:	-
Name and Title of Authorized Representative:	-
Date of Signature:	-

Sub-applicant Name:	-
Signature of Designated Authorized Representative:	-
Name and Title of Authorized Representative:	-
Date of Signature:	-

Sub-applicant Name:	-
Signature of Designated Authorized Representative:	-
Name and Title of Authorized Representative:	-
Date of Signature:	-

Sub-applicant Name:	-
Signature of Designated Authorized Representative:	-
Name and Title of Authorized Representative:	-
Date of Signature:	-

Sub-applicant Name:	-
Signature of Designated Authorized Representative:	-
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Sub-applicant Name:	-
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Name and Title of Authorized Representative:	-
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Sub-applicant Name:	-
Signature of Designated Authorized Representative:	-
Name and Title of Authorized Representative:	-
Date of Signature:	-

Sub-applicant Name:	-
Signature of Designated Authorized Representative:	-
Name and Title of Authorized Representative:	-
Date of Signature:	-

Sub-applicant Name:	-
Signature of Designated Authorized Representative:	-
Name and Title of Authorized Representative:	-
Date of Signature:	-



# **Planning and Capacity Building, Clean Mobility in Schools, and the Sustainable Transportation Equity Project FY 2022-23 Request for Applications**

## **APPENDIX B: Full Phase Application Template**

### **ATTACHMENT II: Scope and Timeline Template**

**Note:**

If you require this document in an alternate format or language, please contact Heather Choi at (279) 208-7556 or [heather.choi@arb.ca.gov](mailto:heather.choi@arb.ca.gov). TTY/TDD/Speech to Speech users may dial 711 for California Relay Service.

July 24, 2023

**Instructions:** Use the template below to describe the project scope and timeline. If selected for award, this or a modified version of this scope and timeline will be included directly in the grant agreement.

## I. Scope of Work

**Instructions:** Starting with Task 2, update any bracketed instructions to fit the proposed projects. Include one project per task. Each task may include no more than 5 sub-tasks. Continue this structure with one task per project and up to 5 sub-tasks per task to describe all the activities necessary to implement each project.

Do not modify Task 1. Task 1 contains general grant management requirements.

### Task 1. Grant management

Administer the various tasks of the project including participation in meetings with the California Air Resources Board (CARB) or the Statewide Planning and Capacity Building Project Administrator (PCB Administrator); development and implementation of the Project Plan; record-keeping procedures; reporting procedures; and financial tracking and disbursements. Throughout this task “Administrator” refers to CARB for Clean Mobility in Schools (CMIS) and the Sustainable Transportation Equity Project (STEP) grants and the third-party PCB Administrator (and CARB as needed) for Planning grants.

#### 1.1. Conduct meetings and communicate with Administrator staff.

1.1.1. Kick-off meeting: The Grantee’s and Subgrantee’s key project personnel, in collaboration with the Administrator, will plan, attend, and conduct a kick-off meeting with Administrator staff within 45 days of the execution of the Grant Agreement, unless another timeframe is agreed upon by the Administrator. The kick-off meeting will be virtual unless otherwise noted by the Administrator. Topics for discussion may include, but not be limited to, the following:

- a. Upcoming project tasks, timelines, and milestones
- b. Opportunities for synergy between project tasks
- c. Content and format for quarterly reports, annual data collection, and final reports
- d. Next steps for and Administrator review of Project Plan and outreach and education materials
- e. Schedule for ongoing coordination meetings
- f. Other items as necessary

1.1.2. Continue coordination with the Administrator to discuss project status. Check-ins with the Administrator will be held monthly or quarterly, per the Administrator, and a final meeting will be held at the conclusion of the project. At minimum, the Grantee’s key project personnel will participate

in meetings with Administrator staff. Other project partners may participate as needed or as requested by the Administrator. Meetings will be virtual unless otherwise noted by the Administrator. Additional meetings may be scheduled at the discretion of the Administrator. Check-ins are the responsibility of the Grantee and should include:

- a. Agenda for the meeting with online meeting information provided prior to the meeting
- b. Discussion of project activities, deliverables, schedule, and milestones
- c. Discussion of any difficulties encountered since the last project update
- d. Concerns or questions requiring resolution from the Administrator
- e. Notification of any pending disbursement requests
- f. Scheduling the next project coordination meeting

1.2. Coordinate with all project partners, including Subgrantees and Community Partners, following the decision-making structure and the governance, legal, and financial relationships set out in the partnership structure. This must include:

- a. Executed agreements with all parties that will be compensated in return for specific work or information supplied as part of the scope of work.
- b. Regular communication with all Subgrantees, such as check-ins to keep track of progress made and troubleshoot issues encountered. The Grantee is responsible for keeping the Administrator informed of progress on all projects, including those that are being led by one of the Subgrantees.
- c. Regular communication with all Community Partners in a mutually agreed-upon format to share progress and receive feedback on project implementation and design
- d. Accessible public meetings to share progress and receive feedback on project implementation and design.
- e. Updates to Community Partners and other community stakeholders on how their feedback is being incorporated into the design and implementation of the project
- f. Participation in the Clean Mobility Equity Alliance
- g. Coordination with other CARB projects (e.g., Access Clean California, Clean Mobility Options Voucher Pilot) where appropriate and as requested by the Administrator

1.3. Develop the Project Plan. This plan will serve as a more detailed blueprint of the scope of the grant overall. It is meant to be a useful tool for the Grantee, the Administrator, and other partners to plan, understand, and refer back to details of the work agreed upon. The Administrator must review and approve the plan before it is implemented. The Grantee, the Administrator, and the project partners should revisit the Project Plan consistently over the grant term and update as needed within the bounds of the grant agreement scope. This

plan will include multiple parts, which, depending on the project types funded, may include but are not limited to:

- a. Outreach and engagement plan
- b. Data collection, evaluation, and reporting plan
- c. Internal procedures, communication, and partnership structure plan
- d. Vehicle acquisition plan
- e. Individual project or service operations plans
- f. Long-term sustainability plan

1.4. Fulfill any needed project readiness requirements such as obtaining permits for charging infrastructure, obtaining encroachment permits, and ensuring sufficient electrical capacity at designated charging station sites.

1.5. Project records. Establish and maintain records on each aspect of project implementation. Report on and assess progress throughout project implementation via a combination of metrics defined by the Administrator and metrics defined by the Grantee and the community. The purpose of data collection and reporting is to document and assess the outcomes of each funded project, which may include better understanding the projects' impacts on behavior change, vehicles miles traveled, and equity.

1.5.1. For all projects, track and report metrics, such as, but not limited to, the data types outlined in the solicitation on an annual basis.

1.5.2. Participate in third-party research projects as requested by the Administrator.

1.5.3. Status Reports: Submit numbered status reports accompanying grant disbursement requests to the Administrator at least quarterly (for CMIS and STEP grants) or bi-annually (for Planning grants) but may submit more regularly if necessary to justify more frequent disbursements with prior approval from the Administrator. Status reports must follow a specific format and include specific topics as requested by the Administrator.

1.5.4. Final Report: The Final Report must be submitted within 90 days of the Administrator receiving the draft Final Report, by March 31, 2027 (for CMIS and STEP grants), or by December 31, 2026 (for Planning grants), whichever comes first. A draft Final Report is due to the Administrator within 30 days of project completion, by December 31, 2026 (for CMIS and STEP grants), or by September 30, 2026 (for Planning grants), whichever comes first. Final reports must follow a specific format and include specific topics as requested by CARB.

1.5.5. Identify participant data that are confidential and develop

measures to keep these data confidential. For example, individuals' physical characteristics, residential address, wage and salary information, driver's license or state-issued ID number, and insurance policy number must be kept confidential.

1.5.6. Develop a systematic process and schedule to back up database(s) on a daily basis at a minimum.

1.5.7. Develop and enforce security measures to safeguard project database(s).

1.5.8. Store all records in a secured and safe storage facility that maintains confidentiality and provides fire and natural disaster protection.

1.5.9. Retain files during the term of the Grant Agreement plus three years after the grant term expires.

1.5.10. Transfer all project records to the Administrator once the project ends or five years after the grant term expires, whichever comes first.

1.6. Document, track, and report expenditures, including expenditures of State funds and resource contributions.

**Task 2. [Name of Project #1]**

[Briefly describe project.]

2.1. [Briefly describe first task.]

2.2. [Briefly describe second task.]

2.3. [Briefly describe third task.]

**Task 3. [Name of Project #2]**

[Briefly describe project.]

3.1. [Briefly describe first task.]

3.2. [Briefly describe second task.]

3.3. [Briefly describe third task.]

**II. Task Timeline**

**Instructions:** Complete the table below with an estimated start date and end date for each task and sub-task. Add or remove lines as needed until every sub-task in the scope above is included.

Task #	Approximate Start Date	Approximate End Date
Task 1	May 15, 2024	[Grant Term End Date]
Task 2.1		
Task 2.2		
Task 2.3		
Task 3.1		
Task 3.2		
Task 3.3		
Task XX		

# **Planning and Capacity Building, Clean Mobility in Schools, and the Sustainable Transportation Equity Project FY 2022-23 Request for Applications**

## **APPENDIX B: Full Phase Application Template**

### **ATTACHMENT I: Letters of Commitment and Support Template**

**Note:**

If you require this document in an alternate format or language, please contact Heather Choi at (279) 208-7556 or [heather.choi@arb.ca.gov](mailto:heather.choi@arb.ca.gov). TTY/TDD/Speech to Speech users may dial 711 for California Relay Service.

July 24, 2023

[Include logos] [DATE]

California Air Resources Board  
Mobile Source Control Division & Sustainable Transportation and Communities Division  
step@arb.ca.gov

Dear California Air Resources Board,

[Name of organization] is pleased to support [name or description of proposal].

[Describe organization's role and history in the Project Community. Describe why the proposed project is important for the community.]

[Describe the organization's role in the proposed scope, if applicable.] [Name of organization] is committed to supporting the proposed projects in this way should the proposal be awarded funding.

[Describe any resource contribution (i.e., match or in-kind funding) the organization is committed to providing, if applicable. This should include any commitment of funds, staff, or other resources that have been identified to support the long-term sustainability of the projects]

Thank you for your consideration. [Signature]

[Name]

[Title]

[Organization]



FY 2022-23 Planning, CMIS, and STEP RFA

APPENDIX B, ATTACHMENT III: Budget Template

The proposed budget should estimate all labor, material, equipment, construction, installation, and grant management costs associated with the proposed projects. Labor rates must account for overhead and fringe benefits. Projected costs must account for any expectation of cost increases (e.g., cost of living increases, inflation).

Leave sub-tasks that are not a part of your application blank.

The sum of direct labor, direct costs, and indirect costs must equal the sum of CARB funds requested and resource contributions.  
*Italicized red text* indicates that the sums do not equal each other.

Budget Details

Task Number	Direct Labor Plus Expenses	Direct Costs (Non-labor)	Indirect Costs (Non-labor)	Notes (Describe costs, include hourly rate if labor)	CARB Funds Requested	Resource Contributions	Notes (Describe resource contributions)
Task 1							
Task 2.1			N/A				
Task 2.2			N/A				
Task 2.3			N/A				
Task 2.4			N/A				
Task 2.5			N/A				
Task 3.1			N/A				
Task 3.2			N/A				
Task 3.3			N/A				
Task 3.4			N/A				
Task 3.5			N/A				
Task 4.1			N/A				
Task 4.2			N/A				
Task 4.3			N/A				
Task 4.4			N/A				
Task 4.5			N/A				
Task 5.1			N/A				
Task 5.2			N/A				
Task 5.3			N/A				
Task 5.4			N/A				
Task 5.5			N/A				
Task 6.1			N/A				
Task 6.2			N/A				
Task 6.3			N/A				
Task 6.4			N/A				
Task 6.5			N/A				
Task 7.1			N/A				
Task 7.2			N/A				
Task 7.3			N/A				
Task 7.4			N/A				
Task 7.5			N/A				
Task 8.1			N/A				
Task 8.2			N/A				
Task 8.3			N/A				
Task 8.4			N/A				
Task 8.5			N/A				
Task 9.1			N/A				
Task 9.2			N/A				
Task 9.3			N/A				
Task 9.4			N/A				
Task 9.5			N/A				
Task 10.1			N/A				
Task 10.2			N/A				
Task 10.3			N/A				
Task 10.4			N/A				
Task 10.5			N/A				
Task 11.1			N/A				
Task 11.2			N/A				
Task 11.3			N/A				
Task 11.4			N/A				
Task 11.5			N/A				
TOTAL	\$ -	\$ -	\$ -		\$ -	\$ -	

# **Clean Mobility in Schools and the Sustainable Transportation Equity Project FY 2022-23 Request for Applications**

## **APPENDIX C: SAMPLE GRANT AGREEMENT**

[Project Name]  
[Grantee Name]

Division Name] California  
Air Resources Board  
May 2024

Grant Number: XXXXXX



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**EXHIBIT A**  
Grant Agreement:

**GRANT PROVISIONS**

This Sample Grant Agreement can only be modified by CARB and within CARB's sole discretion. An actual Grant Agreement will align with a project's scope, timeline, budget, and other details. Note, however, that the language in this Sample Grant Agreement is not negotiable and shall not be modified or proposed to be modified by any Applicant, including but not limited to the language in sections J. Oversight and Accountability, K. Project Records, and N. General Provisions.

**A. AGREEMENT**

This Grant Agreement (Grant, Grant Agreement or Exhibit A) is entered into by and between the State of California acting by and through the California Air Resources Board (hereinafter referred to as CARB, the Grantor, the State, or the Board) and the [Name of Grantee] (hereinafter referred to as the Grantee). The Grantee is a [ ] [corporation or [INSERT]], with its principal place of business located at [ ] [INSERT]. Grantor and Grantee are each a Party and together the Parties to this Grant Agreement.

The Grantee agrees to comply with the requirements and conditions set forth in this Grant Agreement, as well as all commitments identified in the Work Statement (as referenced interchangeably, Statement of Work or Exhibit B), Grantee Application Package (Exhibit C), and the Fiscal Year (FY) 2022-23 Clean Mobility in Schools (CMIS) and Sustainable Transportation Equity Project (STEP) Request for Applications (RFA) (Exhibit D).

**B. GRANT ACKNOWLEDGEMENT**

Where applicable, the Grantee agrees to acknowledge the California Climate Investments program and CARB as a funding source for the project, as outlined in the California Climate Investments Messaging and Communications Guide.<sup>1</sup> Below are specific requirements for acknowledgement.

The Grantee agrees to include the California Climate Investments funding boilerplate language and California Climate Investments, CARB, and Moving California logos on all outreach and public facing materials whenever projects funded, in whole or in part by this Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. Guidelines for the usage of the California Climate Investments logo can be found at <http://www.caclimateinvestments.ca.gov/logo-graphics-request>.

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<sup>1</sup> California Climate Investments Communications Guide <http://www.caclimateinvestments.ca.gov/logo-graphics-request>

The acknowledgement must read as follows: '[PROGRAM/PROJECT NAME] is part of California Climate Investments, a statewide initiative that puts billions of Cap- and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment — particularly in disadvantaged communities.' And when applicable, the Spanish translation acknowledgement must read as follows: '[NOMBRE DEL PROGRAMA/PROYECTO] forma parte de las Inversiones del Clima de California, una iniciativa estatal que destina miles de millones de dólares de Cap-and-Trade para la reducción de gases de efecto invernadero, fortalecimiento de la economía y mejoramiento de la salud pública y el medio ambiente – especialmente en comunidades en desventaja.'

The California Climate Investments logo and name serves to bring under a single brand the many investments whose funding comes from the Greenhouse Gas Reduction Fund (GGRF). The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co- benefits.



The Grantee agrees to adhere to the Board's logo usage requirements in a manner directed by CARB. CARB logos shall be provided to the Grantee by CARB Project Liaison. The CARB logo is a visual representation of our air environment. The arcs represent: the different elements that make up the air we breathe, the protection of our atmosphere and the efforts we take to protect the health of Californians, the collaboration of multiple stakeholders all moving in the same direction together, and innovation with the arcs all growing and changing.



## C. GRANT SUMMARY, AMOUNT, AND AMENDMENTS

### 1. Grant Summary

Project Title: Authorized  
Official: Title:

Project Description:  
Total Grant Amount: \$  
Total Resource Contribution: \$

2. Grant Amount

- a. The total Grant fund amount (Grant Funds) is set out in the Grant Cover Sheet to which this Exhibit A (Grant Agreement) is attached. The Grant Funds are also set out in Exhibit B (Attachment I: Budget Summary).
- b. The administration of Grant Funds is set out in Section G below.

**D. GRANT PARTIES AND CONTACT INFORMATION**

1. The CARB Project Liaison is \_\_\_\_\_. Correspondence regarding this project shall be directed to:

[Name]  
[Mobile Source Control or Sustainable Transportation and Communities] Division  
California Air Resources Board 1001 I  
Street  
Sacramento, California 95814 Phone:  
Email:

2. The Grantee Liaison is \_\_\_\_\_. Correspondence regarding this project shall be directed to:

[Name of Grantee Liaison]  
[Title]  
[Grantee]  
[Address]  
Phone:  
Email:

3. If the CARB Project Liaison identified above changes, CARB will notify the Grantee Liaison of said change and provide the new contact information. If the Grantee Liaison identified above changes, the Grantee will notify the CARB Project Liaison of said change and provide the new contact information.

**E. TIME PERIOD**

1. CARB retains full discretion to consider all available information relating to the California Environmental Quality Act (CEQA) compliance before determining whether to proceed with funding or authorization of any work under with this Grant Agreement. No work may be initiated by the Grantee unless approved in writing by CARB, nor will any funding be disbursed by CARB, until CARB has

affirmatively notified the Grantee in writing that this CEQA condition has been satisfied. If CARB decides not to proceed with this Grant Agreement, the Grant Agreement will be terminated immediately by CARB upon written notice to the Grantee.

2. The term of this Grant Agreement (Term) commences the date this Grant Agreement is executed by authorized representatives of both Parties (the Effective Date) and ends once the Grantee has submitted and CARB approves the Final Report, or on the date this Grant is terminated or cancelled per the terms of this Grant Agreement, whichever occurs sooner.
3. The Grantee's performance of work or other expenses billable to CARB under this Grant may not commence until after full execution of this Grant by authorized representatives of both Parties, provided all required proofs of insurance have been provided for each applicable task before it is performed. Performance on this Grant ends once the Grantee has submitted and CARB approves the Final Report or on the date this Grant is terminated or cancelled, whichever is earlier.
4. Upon completion of the project, the Grantee shall submit a draft Final Report to the CARB Project Liaison no later than **December 31, 2026**.
5. Final request for payment and Final Report shall be received by CARB no later than **March 31, 2027**.
6. The CARB Executive Officer retains the authority to terminate this Grant Agreement or reduce the amount of Grant Funds for nonperformance. In the event of such termination or reduction of the Grant Fund amount, Section G.6, Termination and Suspension of Payments, of this Grant Agreement shall apply.

## F. DUTIES AND REQUIREMENTS

This section defines the respective duties and requirements of CARB and the Grantee in implementing the Grant.

### 1. CARB's Role

CARB is responsible for the following:

- a. Participating in regular coordination meetings with the Grantee and other key staff to discuss project refinements and guide project implementation.
- b. Reviewing and approving all Grant Disbursement Request Forms and distributing Grant Funds to the Grantee.

- c. Reviewing and approving reporting, engagement, outreach, and education materials provided by the Grantee, such as outreach and education materials, webpages, initial participant surveys, Status Reports, and the Final Report.
- d. Reviewing and approving the project plan and all its components.
- e. Providing program oversight and accountability (in conjunction with the Grantee).
- f. Reviewing, evaluating, and auditing Grantee's administration, management, collaboration, partnership and/or oversight of or with any "Recipient" or "Recipients" of Grant Funds ((i.e., subgrantees, contractors, subcontractors, vendors, suppliers, consultants, Sub-applicants, project team members and community partners), including but not limited to written agreements, and disbursement requests.

## 2. The Grantee's Tasks

The Grantee's key project personnel will administer the various tasks of the project including participation in meetings with CARB staff; development and implementation of project plans; record-keeping procedures; reporting procedures; financial tracking and disbursements; and responding to CARB and public requests in a timely manner. The Grantee's responsibilities include all project development, press events, project administration, and project reporting. Exhibit B (Work Statement) contains the budget summary; scope; timeline, deliverables, and budget details; and list of key project personnel.

## G. FISCAL ADMINISTRATION

### 1. Budget

- a. Under no circumstance will CARB reimburse the Grantee for more than the Grant Fund amount. A formal Grant Agreement amendment is required whenever there is a change to the Grant Fund amount.
- b. The budget for this Grant is shown in Exhibit B, Attachment I. Grant Disbursement Requests for Grant Funds shall not exceed the Grant Fund amount.
- c. No Grant Funds shall be used to purchase real property (buildings, land, etc.). No Grant Funds may be used to purchase equipment, vehicles, or computers that would be required to be returned to the State at the end of the Grant Term.



- d. Under no circumstance will CARB reimburse a Grantee for vehicles or equipment that exceeds the purchase price.
- e. Line item shifts are not anticipated in this Grant. However, line item shifts of up to 10 percent of the total Grant Fund amount may be made over the life of the Grant, subject to prior written approval from CARB. Line item shifts greater than 10 percent require a written amendment to the Grant. Line item shifts may be proposed by either CARB or the Grantee and must not increase or decrease the total Grant Fund amount. All line item shifts must be approved by CARB in writing and included in the Grant folder. If the Grant is amended, said amendment must be in writing and all line item shifts must be included in the amendment.
- f. Grant Funds not liquidated by the end of the Grant Term must be returned within 15 days of the end of the Grant Term. Expenditure of Grant Funds shall not be reduced due to any loss incurred in an insured bank or investment account.

## 2. Project Eligible Costs

Allowable expenditures for costs associated with the Grant are defined in the RFA (Exhibit D).

## 3. Resource Contributions

Resource contributions from the Grantee can be used to increase the effectiveness and timeliness of project elements, as directed by CARB. Resource contributions must meet the following criteria:

- a. Documentation of resource contributions must be retained for a minimum of five years after the Grant Term has ended.
- b. Funds expended on resource contributions must be documented in the Final Report to CARB.

## 4. Advance Payment

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

The Grantee acknowledges that CARB has finalized Advance Payment regulations effective January 1, 2021. The Grantee agrees that this Grant Agreement and all advance payment requests must 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 Funds are used responsibly, CARB has developed the Grant conditions described below to establish control procedures for advance payments. CARB may provide advance payments to the Grantees 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 RFA contains the terms and conditions under which an advance payment may be received consistent with this section.
- d. The Grantee is either a small air district or the Grantee meets all of the following criteria:
  - i. Has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing with the Franchise Tax Board and Internal Revenue Service.
  - ii. Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the Grant Agreement.
  - iii. Submits a spending plan to CARB for review prior to receiving the advance payment.
  - iv. The spending plan shall include project schedules, timelines, milestones, and the Grantee's fund balance for all state grant programs.
  - v. CARB shall consider the available Grant 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 Grant Funds. The Grantee shall provide a money transfer confirmation within 45 days upon the receipt of a written 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 request that is requesting advance payment. The Advance Payment Request Form shall be provided by CARB to the Grantee after the Grant Agreement execution.
- g. The 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 project 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. The 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 this Grant Agreement or will be returned to CARB.
- k. The 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 I (Reporting and Documenting Expenditure of State Funds) of this Grant Agreement.
- l. The Grantee shall remit to CARB any unused portion of the advance payment and interest earned within 90 days following the end date of this Grant Agreement term or the reversion date of the appropriation.

## 5. Grant Disbursements

With each disbursement request, the Grantee must provide documentation as required in this section:

- a. Requests for payment shall be made with the Grant Disbursement Request Form (MSCD/ISB-90) and conform to the instructions identified in Sections G and I of this Grant Agreement. Grant payments shall be made only for reasonable costs incurred by the Grantee and only when the Grantee has submitted a Grant Disbursement Request Form; has completed tasks as stipulated in Exhibit B, Attachments II and III; has met the requirements specified herein, including Section F, Section G, Section H, and Section I of this Grant Agreement; has provided documentation of accomplishment to CARB in the form of the Status Report; and has provided any associated deliverables (if applicable) to CARB. CARB will have sole discretion to accelerate the timeline for allowable disbursements of Grant Funds

- identified in Exhibit B, Attachments II and III (with the exception of the final disbursement of funds), necessary to assure the goals of the program are met.
- b. Grant payments are subject to CARB's approval of Status Reports and any accompanying deliverables (see Sections F, G, H and I of this Grant Agreement). A payment will not be made if the CARB Project Liaison deems that a task has not been accomplished or documented; that a deliverable meeting specification has not been provided; that claimed expenses are not documented, not valid per the budget, or not reasonable; or that the Grantee has not met other terms of the Grant.
  - c. Requests for Grant Funds in advance of performing the work or incurring the cost requires full compliance with the Advance Pay provisions of this Grant Agreement, submission of an Advance Payment Request Form (see Section G.4, Advance Payment) and a detailed list of the future work the Grantee intends to fund with the disbursement. The Grantee must demonstrate in a subsequent report that the advance has been expended appropriately by supplying documents required in Section G.5, Grant Disbursements. The Grantee, as a recipient of a CARB advance payment, cannot advance pay to any other entity. No further advance shall be disbursed until the Grantee is fully compliant with all terms of the Grant. Failure to comply shall require the Grantee to return all amounts of the inappropriate or unapproved expenditure to CARB within 45 calendar days of written notification.
  - d. The Chief of the \_\_\_\_\_ Branch in the \_\_\_\_\_ Division or designee of CARB may review the CARB Project Liaison's approval or disapproval of a Grant Disbursement Request. No reimbursement will be made for expenses that, in the judgment of the Chief of the \_\_\_\_\_ Branch, are not reasonable or do not comply with the Grant Agreement.
  - e. The Grantee shall submit the Grant Disbursement Requests to CARB **Accounting Section at: [accountspayable@arb.ca.gov](mailto:accountspayable@arb.ca.gov) with a CC to the CARB Project Liaison**. Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.
  - f. CARB will withhold payment of up to one (1) percent of the Grant Funds until completion of the Final Report, intellectual property has been relinquished to CARB in accordance with Sections I and L of these provisions, CARB has received and approved the Grantee's mechanism for receiving annual activity reports, and submission of the Final Report to CARB by the Grantee. It is the Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of Grant Funds.

- g. CARB shall disburse Grant Funds in accordance with the California Prompt Payment Act, Government Code, Section 927, et seq.
  - h. The Grantee will pay out Grant Funds to Recipients on a reimbursement basis only.
  - i. Prior to submitting to the Accounts Payable Unit, the Grantee will submit draft disbursement requests to the CARB Project Liaison to allow for a pre- review of the request. The Grantee agrees to modify, adjust, or provide supporting documentation justifying disbursement requests, as identified by the CARB Project Liaison or as needed.
  - j. The Grantee shall not submit disbursement requests from June 1 through August 15 of each year to accommodate Fi\$Cal going offline for end-of-year closing.
6. Suspension of Payments and Grant Termination
- a. CARB reserves the right to issue a Grant suspension order in the event that a dispute should arise. The Grant suspension order will be in effect until the dispute has been resolved or the Grant has been terminated. If the Grantee chooses to continue work on the project after receiving a Grant suspension order, the Grantee will not be reimbursed for any expenditure incurred during the suspension. If CARB rescinds the suspension order and does not terminate the Grant, CARB may, within its sole and absolute discretion, elect to reimburse the Grantee for any expenses incurred during the suspension that are reimbursable in accordance with the terms of the Grant.
  - b. Termination Without Cause by Grantor. This Grant Agreement may be terminated at any time for any or no reason by CARB upon providing 30 days advance written notice to the Grantee.
  - c. Termination for Cause by Grantor. This Grant Agreement may be terminated by CARB without advance notice at any time if CARB has determined, in its sole discretion, that the Grantee or any of Grantee's employees, agents, officers, representatives, affiliates, or any of the Recipients have breached any of the terms, conditions, responsibilities, or obligations of this Grant Agreement or if CARB has determined, in its sole discretion, that any of Grantee's employees, representatives, agents, officers, affiliates or any of the Recipients have violated or are in violation of any of their respective obligations or responsibilities under this Grant Agreement or any other agreement where CARB is an intended third party beneficiary.

- d. Non-performance (Breach) Provisions. The Grantee agrees that the following is a non-exhaustive list of the circumstances that constitute non-performance (breach) under this Grant. These circumstances will be solely determined by CARB and include, but are not limited to:
- i. Failure to comply with any of the provisions of the Grant, including Exhibits.
  - ii. Failure to obligate or expend Grant Funds within established timelines, or failure to show timely interim progress to meet these timelines.
  - iii. Insufficient performance or widespread deficiencies with Grant Fund or Project oversight, enforcement, recordkeeping, contracting, inspections, or any other duties.
  - iv. Misuse of Grant Funds.
  - v. Funding of ineligible activities or other items.
  - vi. Exceeding the allowable Grant Fund allotment on an itemized or other basis.
  - vii. Insufficient, incomplete, or faulty documentation.
  - viii. Failure to provide required documentation or reports requested from CARB, or other State agencies, in a timely manner.
  - ix. Poor performance as determined by a review or fiscal audit.
- e. Additional Remedies. In addition to any other requirements and remedies set out elsewhere in this Grant Agreement, upon request by CARB, the Grantee will also perform as follows:
- i. Within fourteen days of any request, timely develop and implement a corrective action plan.
  - ii. Immediately cease all work and spending, and notify all employees, and Recipients to immediately cease all work and spending.
  - iii. Upon termination of this Grant Agreement or upon issuance of the termination notice (whichever occurs sooner), the Grantee shall immediately turn over all remaining Grant Funds in its possession or control and all records, personally identifiable information (PII), intellectual property, documents, information, and data relating to

performance, accounting, administration, contracting, and management of the Grant Funds, the Project, and the Program, as well as any other materials requested by CARB or as otherwise required by any of the provisions of this Grant. CARB, at its sole discretion, may elect to have any or all of the funding, documentation, intellectual property, and other property transferred to another CARB-selected third-party administrator or designee.

- iv. Unless otherwise directed in writing by CARB, upon termination of this Grant Agreement or upon issuance of the termination notice (whichever occurs sooner), the Grantee shall immediately cease all work, and cease all expenditure of Grant Funds.
- v. Unless otherwise directed in writing by CARB, upon termination of this Grant Agreement or upon issuance of the termination notice (whichever occurs sooner), Grantee shall submit a Grant Disbursement Request and a Status Report covering activities up to and including the termination date. The Status Report shall be subject to review and approval by CARB before any final payments are disbursed. Upon receipt of the Grant Disbursement Request and Status Report, and once all intellectual property and requested data, information, and property have been transferred and assigned to CARB, CARB, at its sole discretion, may make a final payment to the Grantee. This payment shall be for all CARB-approved, actually incurred costs that in the opinion of CARB are justified. However, the total amount paid shall not exceed the total authorized amount for the Grant Funds.
- vi. Upon termination, Grant Funds must be returned to CARB within 45 days. Grant Funds, for the purpose of this section, includes unspent funds, funds for unapproved costs incurred, funds spent or incurred during a grant suspension order, or as outlined in other sections of this Grant Agreement.

## 7. Contingency Provision

In the event this Grant is terminated for whatever reason, the CARB Executive Officer or designee reserves the right in his or her sole discretion to use or make the funds available in a manner consistent with applicable laws, policies, and the FY 2022-23 Funding Plan,<sup>2</sup> which may include but is not limited to allocating the funds to other projects or awarding the Grant to the next highest scored applicant and if an agreement cannot be reached, to the next applicant(s) until an agreement is reached.

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<sup>2</sup> Funding Plan for Fiscal Year 2022-23 <https://ww2.arb.ca.gov/our-work/programs/low-carbon-transportation-investments-and-air-quality-improvement-program/low-1>

## 8. Documentation of Administration of Grant Funds

- a. Personnel documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff devoted to project implementation and outreach.
- b. Fees for external consultants must be documented with copies of the consultant contract and invoices. All external consultant fees must be pre- approved by CARB. Fees included in the budget as a part of the Grantee Proposal Package (Exhibit C) are considered pre-approved by CARB.
- c. Printing, mailing, records retention, and travel expenses must be documented with receipts or invoices.
- d. Any reimbursement for necessary supporting project costs need receipts or invoices.
- e. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those amounts set by the California Department of Human Resources (CalHR). No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CARB. The CalHR travel and per diem reimbursement amounts may be found online at:  
<https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.  
Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee.
- f. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of five years after submittal of the final Grant disbursement request to CARB.
- g. The above documentation must be provided to CARB in Status Reports and a Final Report.

## 9. Earned Interest

“Earned interest” means any interest generated from State funds provided to the Grantee and held in an interest-bearing account.

- a. Interest earned by the Grantee on CARB funds must be reported to CARB. All interest income on CARB funds must be expended on eligible program costs (see Section G of this Grant Agreement) or returned to CARB. The Grantee is responsible for reporting to CARB on all interest earned and



- reinvested into the project or returned.
- b. All interest income on advance payment at CARB's discretion must be reinvested into the program or returned to CARB. Interest earned that is reinvested in the program is not included as part of the Total Grant Amount from CARB. Grantee is responsible for reporting to CARB all project expenditures funded with interest earned on advanced funds or returned.
  - c. The Grantee must maintain accounting records (e.g., general ledger) that track interest earned from Grant Funds and expenditures of this earned interest as follows:
    - i. The calculation of interest must be based on average daily balance or some other reasonable and demonstrable method of allocating the proceeds from the interest-generating account back into the program.
    - ii. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned on non-CARB funds.
    - iii. The methodology for calculating earned interest must be consistent with how it is calculated for the Grantee's other fiscal programs.
    - iv. Earned interest must be fully expended by the end of the Grant Term or returned to CARB.
  - d. Documentation of interest earned on CARB funds must be retained for a minimum of five years after it is generated. Documentation of interest expended on the project must be retained for a minimum of five years after the funds have been reinvested into the project.
  - e. The above documentation must be provided to CARB in Status Reports and a Final Report.

## **H. PROJECT MONITORING**

1. Any changes in the scope or schedule for the program shall require the prior written approval of the CARB Project Liaison and may require a written Grant Agreement amendment.
2. The Grantee shall notify the CARB Project Liaison in writing immediately if any circumstances arise (technical, economic, or otherwise), which might place completion of the project in jeopardy. The Grantee shall also make such notification if there is a change in key project personnel (see Exhibit B, Attachment IV).

3. In addition to Status Reports (see Section I of this Grant Agreement), the Grantee shall provide information requested by the CARB Project Liaison that is needed to assess progress in completing tasks and meeting the objectives of the program.
4. Any change in budget allocations, re-definition of deliverables, or extension of the program schedule must be requested in writing to the CARB Project Liaison and approved by CARB, in its sole discretion, and may require a Grant Agreement amendment.
5. If applicable, site visits shall be established by CARB Project Liaison during the term of this Grant.

## **I. REPORTING AND DOCUMENTING EXPENDITURE OF GRANT FUNDS**

The Grantee must provide CARB with documentation accounting for the proper expenditure of funds. The documentation must be provided in Status Reports submitted at a minimum every three months to CARB and a Final Report submitted prior to the Grantee receiving their last disbursement of project funds.

### **1. Status Reports**

- a. The Grantee shall submit Status Reports 15 days after the end of every third month, starting with the first report submitted within 15 days of \_\_\_\_\_, **2024**. Status Reports may be submitted more or less frequently at the discretion of the CARB Project Liaison to align with disbursement requests.
- b. The Status Reports shall be provided using a CARB-developed template for Americans with Disabilities Act (ADA)-compliant Status Reports and should meet the requirements specified herein. CARB may specify an electronic format for quarterly reporting. Each Status Report must include all applicable items from the template, which may include:
  - i. Project Status Report number, title of project, name of Grantee, date of submission, and project grant number.
  - ii. Summary of work completed since the last Status Report, noting progress toward completion of tasks identified in Attachment II of Exhibit B (Scope of Work).
  - iii. Statement of work expected to be completed by the next Status Report.
  - iv. Notification of problems encountered and an assessment of their effects on the project's outcomes.

- v. Schedule of community engagement, outreach, and education activities conducted, materials used, number of people contacted, and number of participants, where applicable.
- vi. Accounting records, including expenditure and income information and supporting documentation.
- vii. Itemized invoices (invoices must include enough details to ensure that only eligible costs are paid for) and any other appropriate documentation.
- viii. Discussion of the project's adherence to the project timeline.
- ix. Other data and analysis as mutually agreed upon between the Grantee and CARB.

## 2. Supporting Documentation

- a. The Grantee must submit to CARB and maintain substantiating documentation of expenses incurred for technology and implementation costs under this Grant Agreement. CARB reserves the right to require Grantee to submit itemized invoices (invoices must include enough details to ensure that only eligible costs are paid for), and any other appropriate documentation required by CARB. The following documentation must be provided to CARB, as necessary, along with a Grant Disbursement Request Form to support Grant disbursement requests:
  - i. Copy of the final itemized vehicle sales receipt/contract showing delivery confirmation, including documentation of vehicles' vehicle identification number (VIN) tag, make, model, engine model year (if applicable), vehicle model year, and gross vehicle weight rating (if applicable).
  - ii. Copy of itemized equipment and labor expenses.
  - iii. Proof of temporary or permanent California vehicle registration for the vehicles.
  - iv. Other substantiating documentation such as digital photos of the vehicles such as VIN tags, odometers; vehicle certifications such as California Highway Patrol school bus safety certification forms; proof of insurance and types of coverage.

## 3. Annual Data Report and Other Data as Requested

- a. The Grantee will track and report metrics such as, but not limited to, the

data types outlined in the RFA on an annual basis. Data should be separated by reporting period but should be collected and compiled in a way that facilitates reporting in the Final Report.

- b. The Grantee must provide data in support of other CARB needs such as request from legislators, the governor's office, data reporting required by California Climate Investments, and for other needs such as regulatory development.

#### 4. Final Report

- a. A draft Final Report is due to CARB within 30 days of project completion or by **December 31, 2026**, whichever comes first. CARB will provide the Grantee with a checklist or template for an ADA-compliant Final Report. The draft Final Report must be submitted to CARB in an appropriate format agreed upon between CARB Project Liaison and the Grantee.
- b. The Grantee must provide a Final Report to CARB after all CARB funding has been expended. The Final Report must be submitted within 90 days of CARB receiving the draft Final Report or by **March 31, 2027**, whichever comes first. The Final Report must include all applicable items from the checklist or template, at a minimum:
  - i. Expenditures in detail to date and for the period between the last Status Report and the Final Report.
  - ii. Overview of the project as a whole from inception through the end of the Grant Term, including project and community background, partnerships, and funding sources.
  - iii. Table and narrative summary of all funded tasks.
  - iv. Data collected from vehicles, facilities, and participants, compiled from all Status Reports and annual data reports.
  - v. Assessments of behavior change, vehicle miles traveled, access to key destinations, affordability, and participant evaluations, including the results of any pre- and post-project surveys conducted.
  - vi. Changes in participant knowledge of and acceptance of clean transportation options and funded projects.
  - vii. Description of community engagement, outreach, and education efforts, including materials used, schedule of events conducted, and an assessment of effectiveness of the efforts.

- viii. Electricity and fuel usage information for project and baseline vehicles and EVSE, as applicable.
- ix. Estimated GHG and other air pollutant emission reductions achieved.
- x. Other co-benefits provided by the project as mutually agreed upon between the Grantee and CARB.
- xi. Accounting records, including expenditure and income information and supporting documentation. Includes earned interest, if any, and how it was expended or returned to CARB.
- xii. Best practices and lessons learned, including suggestions for future project considerations for wider scale implementation in other communities.
- xiii. Implementation challenges and recommendations for potential program improvements.
- xiv. Other data and analysis as mutually agreed upon between the Grantee and CARB.

## **J. OVERSIGHT AND ACCOUNTABILITY**

1. The Grantee shall comply with all oversight responsibilities.
2. CARB or its designee may recoup Grant Funds that were received by the Grantee based upon the Grantee's misinformation or fraud, or which were received by the Grantee while the Grantee was in material or continual non-compliance with the terms of this Grant or State law. CARB also reserves the right to prohibit any entity from participating in the program due to non-compliance with program requirements or State law.
3. If the Grantee detects any actual or potentially fraudulent activity by any person or entity associated with the project, the Grantee shall notify CARB as soon as possible and work with CARB to determine an appropriate course of action.

## **K. PROJECT RECORDS**

As further described below, project records include but are not limited to Grantee, financial, and participant records. All project records must be retained for a period of five years after final payment under this Grant. All project records are subject to audit pursuant to Section N.3 of this Grant Agreement. Upon completion of the fifth year of record retention, the Grantee shall submit all project records to CARB.

Hardcopy or electronic records are suitable. Acceptable forms of electronic media include hard drives, CDs, and DVDs. Other forms of electronic media may be allowed based on prior written approval from CARB.

## 1. Grantee Records

The Grantee shall retain a project file containing:

- a. Original executed copy of the Grant Agreement and Grant Agreement Amendments (if applicable)
- b. Copy of the Project Plan and all its parts
- c. Copies of Grant Disbursement Request Forms, associated attachments, and other expenditure tracking including timesheets
- d. Copies of Status Reports
- e. Copies of annual data reports
- f. Documentation of earned interest generation and expenditure (see Section G for more information)
- g. Invoices from project participants for reimbursable items
- h. All other information that documents all aspects of the project

## 2. Financial Records

Without limitation of the requirement to maintain program accounts in accordance with generally accepted accounting principles, the Grantee must:

- a. Establish an official file for the project, which shall adequately document all significant actions relative to the project
- b. Establish separate accounts which will adequately and accurately depict all amounts received and expended on the project
- c. Establish separate accounts which will adequately and accurately depict all income received which is attributable to the project including cash and in-kind donations, if any
- d. Establish an accounting system which will adequately depict final total costs of the project, including Grant implementation costs

### 3. Project Participant Records

The Grantee is required to establish and maintain participant records, which must include, at minimum:

- a. Project participant proposals (denied, approved, and removed)
- b. Initial participant surveys and survey updates
- c. Unique identifier that links each project to its corresponding project and associated cost
- d. Documentation of any deviations from the normal processing of projects (examples include enforcement action, CARB case-by-case approvals)

## L. INTELLECTUAL PROPERTY

Any webpage(s), software, databases, or other intellectual property the Grantee creates with Grant Funds for the purposes of administering or implementing the project are the property of CARB. Subject to the terms and conditions of this Grant Agreement, CARB grants the Grantee a limited, irrevocable, non-exclusive, non-transferable, non-sublicensable, perpetual, royalty-free, and worldwide license to use, access, and execute any webpage(s), software, databases, or other intellectual property created by the Grantee, including any updates and improvements.

## N. GENERAL PROVISIONS

1. **Alternative Enforcement:** The remedies set out in this Grant Agreement are contractual in nature. Nothing stated in this Grant Agreement in any way limits, prevents or precludes the State of California from taking any enforcement action, exercising any police power or prosecuting any violation of law.
2. **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by authorized representatives of both Parties, and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the Parties.
3. **Americans with Disabilities Act (ADA) language:** 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 Recipients, including but not limited to data, software, plans, drawings, specifications, reports, operating manuals, notes, and other written or graphic work prepared in the course of performance of this Grant (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, the Grantee, along with its Recipients, shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign).

CARB may request documentation from the Grantee of compliance with the requirements described above and may perform testing to verify compliance. The Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant Agreement.

The Grantee must bring into compliance, at no cost to CARB, any Work by the Grantee and its Recipients not meeting the Accessibility Requirements. If the 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 the Grantee will be responsible for all costs incurred by CARB in bringing the Work into compliance with the Accessibility Requirements. The 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 advance written consent by CARB in each instance.

4. **Assignment:** This Grant is not assignable, either in whole or in part, by the Grantee without the advance written consent of an authorized representative of CARB in the form of a formal fully executed written amendment.
5. **Assurances:** CARB reserves the right, but not the obligation, to seek further written assurances from the Grantee and any of Grantee’s employees, agents, officers, Recipients, or affiliates, that the work performed under this Grant Agreement will be performed consistent with the terms and conditions of this Grant Agreement.
6. **Audit:** Grantee agrees that CARB, the California Department of General Services, California Department of Finance, the California State Auditor, the California Bureau of State Audits, and any of their respective designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Grant Agreement and all Grant Funds received or expended. Grantee agrees to



maintain such records for a possible audit for a minimum of five (5) years from the date of termination, cancellation, or expiration of this Grant Agreement or for 5 years after a funded incentive activity has concluded whichever is later.

The Parties may stipulate to a longer records retention period. Grantee agrees to allow such CARB and other state designated representatives (including auditors) access to such records during normal business hours, and to allow interviews of any and all employees, representatives, agents, officers, and Recipients who might reasonably have information related to such records.

Furthermore, Grantee agrees to include in all agreements, contracts and subcontracts, language identical to or similar to this paragraph to ensure CARB has the ability and right to audit records and conduct interviews of any and all Recipients in relation to performance or use of the Grant Funds under this Grant Agreement.

7. **Authority:** Each person executing this Grant Agreement on behalf of a Party represents that he or she is duly authorized to execute and deliver this Grant Agreement on the Party's behalf.
8. **Availability of funds:** The Grantee acknowledges, agrees, and understands that the Grantor's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability and no obligation to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement or for any other reason.
9. **CARB as Third Party Beneficiary:** Grantee and all subgrantees acknowledge, agree, accept, and understand that CARB is a third party beneficiary to all written agreements entered into by or between Grantee or subgrantees and all third parties where Grant Funds are used for payments under such written agreements.
10. **Compliance with law, regulations, etc.:** The Grantee agrees that it will, at all times, comply with, and require its employees, agents, representatives, officers, and Recipients to comply with, all applicable federal, state, and local laws, rules, guidelines, regulations, and requirements during the Grant Term.
11. **Confidentiality and data security:** Except as required by applicable law, or as otherwise expressly authorized by this Grant Agreement, the Grantee shall not disclose to any third party any record which CARB has designated as confidential. If the Grantee believes disclosure of a confidential record may be required under the California Public Records Act (California Government Code Section 6250 et seq.) or other law, the Grantee shall give CARB at least 10 calendar days written notice prior to any planned disclosure and the Grantee shall not object to CARB seeking a court order preventing disclosure. It is expressly understood and agreed that information the Grantee collects on

behalf of the Grantor or from a third party in performing its obligations under this Grant Agreement may be deemed confidential by the Grantor. Therefore:

- a. All information or data gathered pursuant to this Grant shall be held confidential accessible only to the Grantee's employees, agents, or contractors as needed to perform the Grantee's obligations under this Grant Agreement and released only to CARB or other entities as CARB may specify in writing unless such disclosure is required by law or legal process.
- b. The Grantee certifies that it has appropriate systems and controls in place to ensure that Grant funds will not be used in the performance of this Grant Agreement for the acquisition, operation or maintenance of computer software in violation of copyright or other intellectual property laws.
- c. Information or data, including but not limited to personally identifiable information (PII) and all application records and supporting documentation that personally identifies or describes an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant state or federal statutes and regulations. The Grantee shall safeguard all such information, records, applications, and data which comes into its possession under this Grant Agreement for a minimum of five years and shall not release or publish any such information without first obtaining in each instance the advance written approval of an authorized representative of CARB. The Grantee shall dispose of such information in accordance with the Grantee's data retention policy and the requirements in this Grant Agreement.
- d. The Grantee must observe complete confidentiality with respect to such information or data collected pursuant to this Grant, including without limitation, agreeing not to disclose or otherwise permit access to such information or data by any person or entity in any manner whatsoever unless such disclosure is required by law or legal process.
- e. Subject to paragraph 1 above, the Grantee must acknowledge the confidential nature of such information and ensure by agreement or otherwise that the Grantee, its employees, Recipients, affiliates, officers, agents, and assigns are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under any provision or section of this Grant Agreement.
- f. The Grantee must ensure that the Grantee's employees and Recipients are informed of the confidential nature of any shared information or data

and ensure by written agreement that such individuals and entities are prohibited from (i) copying, revealing, or utilizing such information or data (or any parts thereof) for any purpose other than fulfillment of this Grant and (ii) from taking any action otherwise prohibited under any provision or section of this Grant Agreement.

- g. The Grantee shall limit access to information and data gathered pursuant to this Grant only to necessary employees, agents, and contractors to perform their job duties in fulfillment of the Grant Agreement provisions.
- h. The Grantee must not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration.
- i. The Grantee must notify the Grantor promptly and in writing of the circumstances surrounding any possession, use or knowledge of such information or any part thereof by any person other than those authorized by this document.
- j. The Grantee must adhere to all CARB confidentiality, disclosure, and privacy policies.
- k. The Grantee must treat all information, deliverables, and work products developed or collected pursuant to this Grant as confidential. All information, deliverables, and work products cannot be disclosed in any form to any third party except for the Sub-applicants designated in Exhibit B, Attachment IV of this Agreement without first obtaining the written consent of an authorized representative of CARB or except as otherwise authorized by this Grant Agreement.
- l. The Grantee must not use, without CARB written approval, any CARB materials, data, information, PII, or documentation for any purpose other than for the sole purpose of performing the Grantee's duties and obligations under this Grant Agreement.
- m. At the conclusion of the engagement or upon termination of this Grant Agreement, the Grantee shall surrender all information in any form developed or collected pursuant to this Grant.
- n. If the Grantee suspects loss or theft, the Grantee must report any lost or stolen information, data, or equipment developed or collected pursuant to this Grant to CARB immediately and to state or federal officials where required by applicable laws.
- o. The Grantee must provide CARB all pass phrases/passwords used for

private keys to encrypt data used, produced, or acquired in the course of performing duties under this Grant Agreement.

- p. The Grantee must sign all non-disclosure and confidentiality agreements as provided by CARB and shall require employees, contractors, and subcontractors to do the same when requested by CARB.
- q. The Grantee agrees to notify CARB immediately of any security incident involving the information system, servers, data, or any other information developed or collected pursuant to this Grant. The Grantee agrees that CARB has the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation, and that the Grantee shall cooperate fully in such investigations.
- r. The Grantee agrees that it shall be responsible for all costs incurred by CARB due to a security incident resulting from the acts or omissions of the Grantee or any of its employees, agents, officers, or Recipients, including any acts or omissions resulting in an unauthorized disclosure, release, access, review, or destruction of data or information; or loss, theft, or misuse of information or data developed or gathered pursuant to this Grant. If the Grantee experiences a loss or breach of data, the Grantee shall immediately report the loss or breach to CARB and, where required by applicable law, to state or federal officials. If applicable law requires or if CARB determines that notice to the individuals whose data has been lost or breached is needed, then the Grantee shall provide all such notification and will bear any and all costs associated with the notice or any mitigation selected by CARB. These costs include, but are not limited to, staff time, material costs, postage, media announcements, credit monitoring for impacted individuals, and other identifiable costs associated with the breach or loss of data.
- s. If the Grantee believes disclosure of a confidential record may be required under the California Public Records Act, the Grantee shall first give CARB at least 10 calendar days advance written notice prior to any planned disclosure so that CARB can seek, solely at CARB's discretion, an order preventing disclosure from a court of competent jurisdiction. The Grantee agrees that it shall immediately notify and work cooperatively with CARB to respond timely and correctly to any and all public records requests.
- t. The Grantee shall ensure that confidential, sensitive, and/or PII information shall be encrypted in accordance with California State Administrative Manual 5350.1 and California Statewide Information Management Manual 5305-A.

- u. The Grantee assumes all responsibility and liability for the security and confidentiality of the PII and confidential information under its control.
- v. **RIGHTS TO DATA:** The Grantee acknowledges, accepts, and agrees that, as between the Grantee and the Grantor, all rights, including all intellectual property rights, in and to PII, data, information, documentation, and materials shall remain the exclusive property of the Grantor, and the Grantee has a limited, non-exclusive license to access and use said information as provided to the Grantee solely for performing its obligations under the Grant Agreement. Nothing herein shall be construed to confer any license or right to said PII, data, documentations, materials, or information, including user tracking and exception data, by implication, estoppel, or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of said information by the Grantee or third parties is prohibited. For the purposes of this requirement, the phrase “unauthorized use” means the data mining or processing of data, stored or transmitted by any Grantee or third-party service, for unrelated or commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized by the Grantor.
- w. The Grantee certifies, represents, and warrants that:
  - i. Its data and information security standards, tools, technologies, and procedures are sufficient to protect such information and data;
  - ii. The Grantee is in compliance and shall remain in compliance at all times during the Grant Term with the following requirements and obligations:
    - (1) The California Information Practices Act (Civil Code Sections 1798 et seq.);
    - (2) Current NIST special publications 800-171 Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations. Third-party audit results and the Grantee’s plan to correct any negative findings shall be made available to the Grantor upon request;
    - (3) Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit. Third-party audit results and the Grantee’s plan to correct any negative findings and implementation progress reports shall be made available to the Grantor upon request; and
    - (4) Privacy provisions of the Federal Privacy Act of 1974;

iii. Compliance with industry standards and guidelines applicable to the work performed under the Grant Agreement. Relevant security provisions may include but are not limited to: Health Insurance Portability and Accountability Act of 1996, IRS 1075, Health Information Technology for Economic and Clinical (HITECH) Act, Criminal Justice Information Services (CJIS) Security Policy, Social Security Administration (SSA) Electronic Information Exchange Security Requirements, and the Payment Card Industry (PCI) Data Security Standard (DSS) as well as their associated Cloud Computing Guidelines.

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

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

**14. Cumulative remedies:** The rights and remedies of the Parties to this Grant Agreement, whether pursuant to this Grant Agreement or in accordance with law, shall be construed as cumulative, and the exercise of any single right or remedy shall constitute neither a bar to the exercise of nor the waiver of any other available right or remedy.

**15. Disadvantaged communities:** The Grantee will ensure that the Project and all Recipient projects will benefit and track disadvantaged communities, as identified by CalEnviroScreen 4.0, if applicable. The identified disadvantaged community census tracts are available at:  
<https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-40>.

**16. Disputes:** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management will work in good faith with CARB staff and management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or the Executive Officer's designated representative, in the Executive Officer's sole discretion. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the Parties may have under law.

**17. Electric vehicle charging infrastructure and equipment:** Prior to executing written agreements, Grantee must ensure the following requirements are included in all Recipient agreements and or other agreements pursuant to this Grant:

- a. Prior to authorizing work, a Recipient that was awarded funds to install electrical charging equipment for use by on-road transportation vehicles, must require both of the following:
    - i. An AB 841 Certification that certifies the project will comply with all AB 841 (2020) requirements or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by the sub-contractor's authorized representative; and
    - ii. EVITP Certification Numbers of each Electric Vehicle Infrastructure Training Program-certified electrician that will install electric vehicle charging infrastructure or equipment.
  - b. Evidence, such as Certification Numbers, is not required to be obtained by Grantee if AB 841 requirements do not apply to a project.
  - c. Prior to remitting payment to a Recipient, Grantee is responsible for collecting all AB 841 Certifications to ensure the project did comply with all AB 841 (2020) requirements and shall retain Certification Numbers in accordance with the Grantee's records retention schedule.
  - d. These electric vehicle requirements do not apply to any of the following:
    - i. Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility,
    - ii. Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Sub article 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations), and
    - iii. Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.
- 18. Entitlements and regulatory compliance:** The Grantee agrees to comply with all applicable laws, ordinances, regulations, and standards in its performance under this Grant Agreement, including obtaining, where needed or required by law, any permits or approvals necessary to undertake the activities funded by the Grant Funds, and complying with all environmental review requirements associated with such activities.
- 19. Environmental justice:** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair



treatment of people of all races, 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, and federal laws.

- 20. Equipment/vehicle ownership:** Equipment, acquired by Grantee or any of Grantee's employees, agents, affiliates, officers, contractors, subcontractors, or representatives, is defined as having a useful life of at least one year from the date of purchase, having an acquisition unit cost of at least \$5,000, and purchased with CARB Grant Funds. Equipment means any products, objects, vehicles, computers, software, hardware, licenses, vessels, engines, machinery, apparatus, implements or tools purchased, used or constructed within the Term. CARB, within its discretion, may elect to determine the normal useful life of such Equipment. All such Equipment is, upon acquisition, the exclusive property of CARB, and shall be used solely for the purposes of carrying out the obligations of this Grant Agreement during the Term. If requested by CARB, the Equipment shall be returned to CARB upon cancellation, termination or expiration of this Grant Agreement, whichever occurs first, and CARB shall solely determine the future use of all Equipment.
- 21. Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of Grant Funds to a level of expenditure adequate to establish that such Grant Funds have not been used in violation of California law or this Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
- a. The Grantee shall not commingle Grant Funds with any other accounts, revenues, grants, donations, or funds. Maintain all Grant Funds in a separate bank account designated specifically for the purposes of carrying out the obligations of this Grant Agreement. The bank account must be held in the name of the Grantee (the official nonprofit corporate name, and not a dba), and no other person or entity. Grant Funds are not the assets of the Grantee and shall not be used, obligated, or relied upon for any purposes other than those purposes and uses set out in this Grant Agreement. Grant Funds shall not be used as collateral for or an obligation to any debt, loan or other commitments of Grantee, its officers, agents, employees, assigns, Recipients, or affiliates. The Grantee shall ensure that the Grantor is designated in writing as a third-party beneficiary of all bank accounts in which Grant Funds are maintained.
- 22. Force majeure:** Neither CARB nor the Grantee are liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or

interruption of services resulting, directly or indirectly, from acts of God, civil unrest, war, fire, flood, earthquakes, or other physical natural disasters. If either Party intends to invoke this clause to excuse or delay performance, the Party invoking the clause must provide written notice to the other Party immediately of the intent to invoke the clause and the reasons why the force majeure event is preventing that Party from, or delaying that Party in, performing its obligations under this Grant Agreement. CARB may terminate this Grant Agreement immediately, in writing without penalty, in the event the Grantee invokes this clause, in which case the Grantee shall immediately return all remaining Grant Funds to CARB or a CARB designee, cease all expenditure of Grant Funds, and turn over all documents, records, deliverables, intellectual property, and other information in relation to this Grant Agreement.

If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the force majeure event, the Grantee must immediately recommence the performance of its obligations under this Grant Agreement.

The Grantee must also provide to CARB a written proposal to revise the Project Schedule, inclusive of anticipated major milestones and timeframes for expending remaining Grant Funds, while minimizing the effects of the delay caused by the force majeure event. An event of force majeure does not relieve a Party from liability for an obligation which arose before the occurrence of the force majeure event nor is any Party relieved from those obligations which survive termination or cancellation of the Grant Agreement.

- 23. Funding prohibitions for sectarian purposes and non-public schools:** Recipients may use or authorize the use of CARB-provided 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 Grantee, subgrantees and others 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 Administrative Fees, Grant Funds, future or termination of this Grant Agreement or any other agreements.
- 24. Governing law and venue:** This Grant Agreement is governed by, and shall be interpreted in accordance with, the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.
- 25. Grantee's responsibility for work:** The Grantee shall be responsible for all work performed pursuant to this Grant Agreement, including but not limited to work performed by any of the Grantee's agents, employees, representatives,

affiliates, or Recipients. The Grantee shall be responsible for any and all disputes arising out of its contract for work performed in relation to, as a result of, or as a consequence of this Grant Agreement, including but not limited to payment disputes with employees, representatives, affiliates, and Recipients.

CARB will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work performed pursuant to this Grant Agreement.

- a. All subgrants and subcontracts must be submitted to CARB upon request for review prior to execution. CARB may also request them during or after the Grant term and the Grantee agrees to provide them within five (5) calendar days. For subcontracts that are listed as “to be determined” in the Budget, the Schedule or elsewhere in any attachment to this Grant Agreement, the Grantee must submit a revised Budget to CARB, identifying the subcontractor and specific items of cost expected to be incurred by that subcontractor, which in each instance shall be subject to advance approval by CARB. In addition, the Grantee must have a fully executed subcontract before the subcontractor can incur any costs for which the Grantee will seek reimbursement.
- b. The Grantee is required, where feasible, to employ best contracting and procurement practices that promote open competition for all goods and services. Grantee shall obtain price quotes from an adequate number of sources for all subcontracts.
- c. Upon request, the Grantee will provide CARB a copy of all solicitations for services or products used or needed to carry out the terms of this Grant Agreement, including copies of the proposals or bids received.
- d. Grantee is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into under this Grant Agreement. Nothing contained in this Grant Agreement or otherwise creates any contractual relation between CARB and any subcontractors, and no subcontract may relieve Grantee of its responsibilities under this Grant Agreement. Grantee is solely liable and responsible for the acts and omissions of its subcontractors or persons directly or indirectly employed by any of them.
- e. The Grantee’s obligation to pay its Recipients is an independent obligation from CARB’s obligation to make payments to the Grantee. As a result, CARB has no obligation to pay or enforce the payment of any funds to any subcontractor. The Grantee is

responsible for establishing and maintaining contractual agreements with and reimbursing each subcontractor for work performed in accordance with the terms of this Grant Agreement.

- f. All subcontracts must, at a minimum, incorporate all of the following:
  - i. A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.
  - ii. A detailed budget and timeline.
  - iii. Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate.
  - iv. Provisions for termination by the Grantee, including termination procedures and the basis for settlement.
  - v. A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of CARB.
  - vi. Language conforming to all of General Provisions of this Grant Agreement.
- g. Without limiting any of CARB's other remedies, failure to comply with the above requirements is a material breach of this Grant Agreement and grounds for immediate termination.

**26. Indemnification:** The Grantee and all subgrantees each agree to indemnify, defend, and hold harmless the State of California, CARB, and CARB officers, Board members, employees, agents, representatives, and successors-in-interest against, for and from any and all liabilities, losses, damages, claims, and expenses, including reasonable attorneys' fees, arising out of, resulting from, or related to any actions or inactions of the Grantee or any of its affiliates, employees, officers, agents, subgrantees, Recipients and/or assigns, including but not limited to actions or inactions relating to, arising out of, or resulting from the operation of any equipment, vessels, vehicles, or engines purchased, acquired, developed, modified, or used with Grant Funds, in whole or in part.

**27. Independent actor:** The Grantee, its agents, employees, affiliates, officers, Recipients, and assigns, if any, in their performance of this Grant Agreement,

shall act in an independent capacity and not as officers, employees or agents of CARB or the State of California.

**28. Insurance requirements:** The Grantee (and the Sub-applicants) must comply with all requirements outlined in the (1) General Provisions and (2) Insurance Requirements outlined below. No payments of Grant Funds will be made under this Grant until and unless the Grantee fully complies with all insurance requirements necessary for the corresponding project.

**28.1. 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 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. 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 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 subject to item N.22.2.a. below.
- 28.2. 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 and all endorsements required must be attached:
- a. Commercial General Liability – The Grantee and each subcontractor 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. Recipients shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 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 the Grantee's limit of liability. The policy must name the State of California, its officers, agents, and employees as additional insureds, but only with respect to work performed under the Grant.
  - 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. Compliance of automobile liability is required upon procurement of the vehicles. For vehicles used in a CARB-funded shared mobility services (e.g., electric bikes and scooters, carshare vehicles, shuttles, and buses), the Grantee shall maintain motor vehicle liability with limits of not less than a \$5,000,000 per accident. For any other vehicle that is not used in a CARB-funded shared mobility service (e.g., vehicles used for project planning, rebalancing, maintenance, marketing, outreach, or driving to events), 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 motor vehicles, 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 termination of the Grant. 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.

- i. In the event that the Fleet Owner maintains business automobile liability insurance, the policy must name the State of California and California Air Resources Board, its officers, agents, and employees as additional insured by endorsement that states the name exactly as required in this agreement. A blanket additional insured endorsement is not acceptable.
  - ii. By signing the Grant Agreement, the Grantee certifies that the Grantee and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.
- c. In addition to the insurance requirements listed above, the Grantee must supply specific coverage for Electric Bikes and Scooters, with a limit of at least \$5,000,000. Proof of coverage can be submitted in two ways:

If coverage is from an Electric Bike and Scooter insurance carrier, only the certificate of insurance is required showing specific insurance for Electric Bikes and Scooters; **OR,**

If coverage is endorsed to the General Liability policy, insurance company must supply a separate endorsement showing proof of Electric Bike and Scooter Coverage.

Either policy must name "State of California and California Air Resources Board, its officers, agents, and employees as additional insured with respect to liability arising out of work or operations performed by or on

behalf of the awardee including any electric bikes and scooters in connection with any such work or operations.”

- d. 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.
- e. 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 reserves the right to review and adjust insurance requirements as necessary during the Grant Term.
- f. 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 security breach, system failure, data recovery, business interruption, cyber extortion, social engineering 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, regulatory fines, and penalties, as well as credit monitoring expenses. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the state of California in the care, custody, or control of the Grantee.
- g. 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.



- h. Professional Liability (Errors and Omissions): Insurance appropriate to the Grantee's profession, with limit no less than \$2,000,000 per occurrence or claim, \$5,000,000 aggregate.
- i. Self-insurance – If a Grantee has elected to be self-insured it must receive approval of its self-insurance program from the DGS Office of Risk and Insurance Management (ORIM). To obtain ORIM approval, the Grantee must submit the following documents to ORIM.

**1. Workers' Compensation** – The Grantee will provide a copy of its Certificate of Consent to Self-Insure from the Department of Industrial Relations.

**2. All Other** – The Grantee's Risk Manager, or comparable position holder, shall provide a written description of the plan including what is covered, what is not covered, identify the financial limits of the plan and identify the source of funds for financing the plan.

Provide the firm's most recent audited annual financial statement including all accounting letters. The report must show the firm's owner's equity of at least \$5,000,000 and annual profit of at least \$500,000.

Provide a signed written statement from the firm's CPA confirming the annual net profit for each of the prior 4 years has been at least \$500,000.

**29. Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its contractors, subcontractors, consultants and agents shall ensure that no person is, on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age (40 or over), mental disability, physical disability, medical condition, genetic information, marital status, veteran or military status, or sexual orientation, unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination under, any program or activity that is conducted, operated, or administered under this Grant Agreement or funded with Grant Funds.

- a. During the performance of this Grant Agreement, the Grantee and its contractors, subcontractors, consultants, and agents shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment, because of race, religious creed, color, national origin, ethnic group identification, ancestry, physical disability, mental disability, reproductive health decision- making (e.g. family-care leave, medical-care leave, or pregnancy- disability leave), medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (40 or over), sexual orientation, or veteran or military status, nor shall Grantee or any of its contractors, subcontractors, consultants, or

agents refuse to hire or employ any person or to refuse to select any person for a training program leading to employment, or bar or discharge any person from employment or from a training program leading to employment, or discriminate against any person in compensation or in terms, conditions, or privileges of employment because of race, religious creed, color, national origin, ethnic group identification, ancestry, physical disability, mental disability, reproductive health decision-making (e.g. family-care leave, medical- care leave, or pregnancy-disability leave), medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (40 or over), sexual orientation, or veteran or military status.

- b. The Grantee and its contractors, subcontractors, consultants, and agents shall ensure that the evaluation and treatment of all persons receiving or applying for Grant Funds or participating in any Grant programs, projects, or activities, along with all respective employees and applicants for employment, are free of such discrimination and harassment.
- c. The Grantee and its contractors, subcontractors, consultants, and agents shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 10000 et seq.). The applicable regulations (California Code of Regulations, title 2, section 11000 et seq.) of the Civil Rights Council are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full.
- d. The Grantee and its contractors, subcontractors, agents, and consultants shall give written notice of their respective obligations under this clause to labor organizations with which any may have a collective bargaining or other agreement.
- e. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts, subcontracts, and agreements where work is performed to fulfill any term or condition of this Grant Agreement.
- f. The Grantee acknowledges, accepts and understands that, pursuant to Gov. Code section 11136, whenever CARB has reasonable cause to believe that the Grantee or any of its contractors, subcontractors, consultants or agents has violated any of the provisions of Gov. Code section 11135 or section 12900 et seq., or any of the provisions of Civil Code sections 51, 51.5, 51.7, 54, 54.1, or 54.2, or any regulation

adopted to implement these sections or Article 1 (commencing with Gov. Code section 12960) of Chapter 7 of the Government Code, then CARB will notify the Grantee or, where applicable, the contractor, subcontractor, consultant or agent, of such alleged violations and will submit a complaint detailing the alleged violations to the Civil Rights Department for investigation and determination pursuant to Gov. Code section 12960 et seq.

- g. Furthermore, the Grantee acknowledges the existence and application of CARB's Civil Rights Policy found at <https://ww2.arb.ca.gov/california-air-resources-board-and-civil-rights>.

30. Notice:

- a. Any notice, demand, request, consent, or approval that either Party desires or is required to give to the other Party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
  - i. By delivery in person.
  - ii. By certified U.S. mail, return receipt requested, postage prepaid.
  - iii. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
  - iv. By electronic means.
- b. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective seven (7) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the overnight delivery service. Notices sent electronically will be effective on the date of transmission, where it is documented in writing. Notices shall be sent to the persons and addresses set forth in Section 4 of this Grant Agreement. Either Party may, by written notice to the other, designate a different address that shall be substituted for the names of persons identified under Section 4 of this Grant Agreement.

31. **No third-party rights:** Except as expressly stated elsewhere in this Grant Agreement, this Grant Agreement does not create, and nothing stated in this Grant Agreement creates rights in or grants remedies to, any third party as a

beneficiary of this Grant Agreement, or of any duty, covenant, obligation, or undertaking established herein.

**32. Office of Foreign Asset Control.** The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States. OFAC publishes lists of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific. These lists can be found at <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>. Grantee represents, warrants, and agrees that neither Grantee nor any of its Recipients, affiliates, agents, employees, officers, representatives, or assigns are in violation of any federal law or laws pertaining to any entity or individual listed on any of the OFAC lists. Unless otherwise authorized or exempt, transactions by U.S. persons or in the United States may be or are prohibited if they involve transferring, paying, exporting, withdrawing, or otherwise dealing in the property or interests in property of an entity or individual listed on the Office of Foreign Asset Control's (OFAC) SDN or other Lists. The property and interests in property of an entity that is 50 percent or more owned, whether individually or in the aggregate, directly or indirectly, by one or more persons whose property and interests in property are blocked pursuant to any part of 31 C.F.R. chapter V are also blocked, regardless of whether the entity itself is listed. Refer also to the U.S. Department of the Treasury website: <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>.

**33. Order of precedence:** In the event of any inconsistency between the exhibits, attachments, specifications, or provisions which constitute this Grant Agreement, the following order of precedence shall apply:

- a. Grant Agreement Cover Sheet
- b. Exhibit A – Grant Provisions
- c. Exhibit B – Work Statement
- d. Exhibit D – RFA Package
- e. All other Exhibits incorporated into the Grant Agreement as listed on the Grant Agreement Cover Sheet.

**34. Ownership:** All information, data, documents, intellectual property, including but not limited to webpages received, managed, or generated by the Grantee

under this Grant Agreement is the property of CARB. No such information, data, documents, or intellectual property shall be released to any third party without CARB's advance written approval. Notwithstanding the above, in the event the Grantee is required by deposition, interrogatory, subpoena, or request for documents under the California Public Records Act to disclose information or data received or generated under this Grant Agreement, the Grantee shall provide CARB a prompt written notice prior to disclosure with sufficient time for CARB to challenge or stay any release in an appropriate court of law.

- 35. Paragraph headings:** The headings and captions of the various paragraphs, subparagraphs and sections hereof are for convenience only, and they shall not limit, expand or otherwise affect the construction or interpretation of this Grant Agreement.
- 36. Prevailing wages and labor compliance:** Where applicable, the Grantee agrees to be bound by and comply with all the provisions of California Labor Code Section 1771 et seq. regarding prevailing wages. Grantee agrees to monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the provisions of California Labor Code Sections 1720-1861 are being met by Grantee and all Recipients.
- 37. Professionals:** The Grantee agrees that only licensed professionals will be used to perform services or conduct work under this Grant Agreement where such services are called for and where licensed professionals are required for those services under California law.
- 38. 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 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.
- 39. Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable, or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or

portions of those provisions, will not be affected, and will remain in full force and effect.

40. **Survival:** Those terms, conditions, provisions, and exhibits which by their nature should survive termination, cancellation, or expiration of this Grant Agreement, shall so survive, including but not limited to those sections pertaining to indemnity, insurance, recordkeeping, audit, return of funds, data security, confidentiality, transition, ownership, and the general provisions.
41. **Timeliness:** Time is of the essence in the performance of this Grant Agreement. Grantee shall proceed with and complete all of its obligations under this Grant Agreement in a timely and expeditious manner.
42. **Total Agreement; Entirety.** This Grant Agreement constitutes the entire agreement and understanding between the Parties and supersedes and replaces any and all prior negotiations and agreements of any kind, whether written or oral, between the Parties concerning this Grant Agreement.
43. **Waiver of Rights:** Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either Party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

## EXHIBIT B

### WORK STATEMENT

[Attachment I – Budget Summary Attachment](#)

[II – Scope of Work](#)

[Attachment III – Timeline, Deliverables, and Budget Details](#)

[Attachment IV – Key Project Personnel](#)

SAMPLE

Attachment I – Budget Summary

Grantee: Project:

Grant Number:

	Total Costs
Direct Grant Management Costs (part of Task 1)	\$
Indirect Grant Management Costs (part of Task 1)	\$
Project Costs (all other Tasks)	\$
	Total Funding
CARB Funds	\$
Resource Contribution	\$
<b>Total</b>	\$

SAMPLE



## Attachment II – Scope of Work

Grantee:  
Project:  
Grant Number:

CARB will include the Scope of Work from the Grantee's Full Phase application in this section.

### Task 1. Grant management

1.1.

1.2.

1.3.

### Task 2.

2.1.

2.2.

2.3.

### Task 3.

3.1.

3.2.

3.3.

SAMPLE

### Attachment III – Timeline, Deliverables, and Budget Details

Grantee: Project:

Grant Number:

Task #	Task Description	Expected Start Date	Expected End Date	Deliverables (if applicable)	CARB Funds	Resource Contribution
1					\$	\$
2					\$	\$
3					\$	\$
4					\$	\$
5					\$	\$
6					\$	\$
7					\$	\$
	<b>Total</b>				<b>\$</b>	<b>\$</b>

Attachment IV – Key Project Personnel

Grantee: Project:  
Grant Number:

Role and Name of Entity	Personnel Name and Title	Expected Duties

SAMPLE

## **EXHIBIT C**

### **GRANTEE APPLICATION PACKAGE**

CARB will include selected portions of the Grantee's Full Phase application in this section.

SAMPLE

**EXHIBIT D**

**REQUEST FOR APPLICATIONS PACKAGE**

CARB will include the RFA package in this section.

SAMPLE

**EXHIBIT E**

**PAYEE DATA RECORD**

CARB will include the Grantee's payee data record in this section.

SAMPLE

FY 2022-23 Planning, CMIS, and STEP Request for Applications

**Concept Phase Q&A**  
Written Staff Responses

*Updated: September 1, 2023*

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## Introduction

On August 10, 2023 and August 29, 2023, California Air Resources Board (CARB) staff held two Question & Answer (Q&A) sessions on the Concept Phase of the Fiscal Year (FY) 2022-23 Planning and Capacity Building (Planning), Clean Mobility in Schools (CMIS), and Sustainable Transportation Equity Project (STEP) Request for Applications (RFA). The full RFA can be found here: <https://ww2.arb.ca.gov/planning-cmis-step-fy-22-23>.

The questions and answers in this document include both questions received via email before the Q&A sessions and questions asked during the Q&A sessions. To minimize repetition, similar questions have been combined and answered together.

The following written responses serve as an update to and take precedence over verbal responses provided during the Q&A sessions. This document includes references to the RFA and associated appendices. Language in the RFA and appendices takes precedence over any additional language provided in this Q&A document, except for clarifications provided in the RFA Errors & Clarifications section. Use the following links to reference the relevant RFA and appendices.

- Planning/CMIS/STEP flyer: [https://ww2.arb.ca.gov/sites/default/files/2023-08/FY22-23\\_CMIS-STEP-RFA\\_flyer.pdf](https://ww2.arb.ca.gov/sites/default/files/2023-08/FY22-23_CMIS-STEP-RFA_flyer.pdf)
- CMIS/STEP RFA: [https://ww2.arb.ca.gov/sites/default/files/2023-07/FY22-23\\_CMIS-STEP-RFA.pdf](https://ww2.arb.ca.gov/sites/default/files/2023-07/FY22-23_CMIS-STEP-RFA.pdf)
- Planning RFA: [https://ww2.arb.ca.gov/sites/default/files/2023-07/FY22-23\\_Planning-RFA.pdf](https://ww2.arb.ca.gov/sites/default/files/2023-07/FY22-23_Planning-RFA.pdf)
- CMIS/STEP RFA Appendix A: [https://ww2.arb.ca.gov/sites/default/files/2023-07/FY22-23\\_CMIS-STEP-RFA\\_APPENDIX-A\\_Form.pdf](https://ww2.arb.ca.gov/sites/default/files/2023-07/FY22-23_CMIS-STEP-RFA_APPENDIX-A_Form.pdf)
- Planning RFA Appendix A: [https://ww2.arb.ca.gov/sites/default/files/2023-07/FY22-23\\_Planning-RFA\\_APPENDIX-A\\_Form.pdf](https://ww2.arb.ca.gov/sites/default/files/2023-07/FY22-23_Planning-RFA_APPENDIX-A_Form.pdf)
- CMIS/STEP RFA Appendix B: [https://ww2.arb.ca.gov/sites/default/files/2023-07/FY22-23\\_CMIS-STEP-RFA\\_APPENDIX-B\\_Sample.pdf](https://ww2.arb.ca.gov/sites/default/files/2023-07/FY22-23_CMIS-STEP-RFA_APPENDIX-B_Sample.pdf)
- Planning RFA Appendix B: [https://ww2.arb.ca.gov/sites/default/files/2023-07/FY22-23\\_Planning-RFA\\_APPENDIX-B\\_Sample.pdf](https://ww2.arb.ca.gov/sites/default/files/2023-07/FY22-23_Planning-RFA_APPENDIX-B_Sample.pdf)
- Planning/CMIS/STEP RFA Appendix B, Attachment III: [https://ww2.arb.ca.gov/sites/default/files/2023-07/FY22-23\\_Planning-CMIS-STEP-RFA\\_APPENDIX-B\\_ATTACHMENT-III.xlsx](https://ww2.arb.ca.gov/sites/default/files/2023-07/FY22-23_Planning-CMIS-STEP-RFA_APPENDIX-B_ATTACHMENT-III.xlsx)
- Planning/CMIS/STEP Application Guidance: <https://ww2.arb.ca.gov/sites/default/files/2023-07/Application%20Guidance.pdf>

CARB will not answer questions regarding this RFA outside of the Q&A sessions.



## Technical Assistance

The Institute for Local Government, in collaboration with People for Mobility Justice and Fehr & Peers, are the technical assistance providers available to support potential Applicants. In the Concept Phase, they will focus on helping Applicants identify the funding program that best suits their needs, ensure that all eligibility requirements have been met, and develop a basic Project Community map. Applicants must sign up for technical assistance with the following link to receive technical assistance: <https://www.ca-ilg.org/cleanmobilityta>.

## RFA Errors and Clarifications

The definition for local government on page 10 of the CMIS/STEP RFA and page 9 and 10 of the Planning RFA says, “A local public entity as defined in Section 900.4 of the California Government Code, which includes any local California county, city, district, public authority, public agency, and any other political subdivision or public corporation in the State but does not include the State (e.g., school districts, special districts, local education agencies, councils of governments, air districts, transit agencies, and joint powers authorities).” This should read, “A local public entity as defined in Section 900.4 of the California Government Code, which includes any local California county, city, district, public authority, public agency, and any other political subdivision or public corporation in the State **(e.g., school districts, special districts, local education agencies, councils of governments, air districts, transit agencies, and joint powers authorities)** but does not include the State.”

Page 17 of the CMIS/STEP RFA says, “Each CMIS and STEP application must include at least two projects from the categories listed in Tables 4 and 5.” This should read, “Each CMIS and STEP application must include at least two **distinct project types** from the **Example Project Types** listed in Tables 4 and 5.”

Page 9 of the Planning RFA says, “Indirect costs shall NOT exceed one percent of the total CARB Grant Funds awarded.” This should read, “Indirect costs shall NOT exceed **fifteen** percent of the total CARB Grant Funds awarded.” Similarly, page 19 of the Planning RFA includes as an ineligible cost, “Indirect costs in excess of one percent of the total awarded funds.” For the Planning RFA, this should read, “Indirect costs in excess of **fifteen** percent of the total awarded funds.”

Page 26 of the Planning RFA says, “If all requirements are met (i.e., CARB staff answer “Yes” or “N/A” [not applicable] to each question in Table 8), the application will be scored using the scoring criteria in Table 9.” This should read, “If all requirements are met (i.e., CARB staff answer “Yes” or “N/A” [not applicable] to each question in Table **6**), the application will be scored using the scoring criteria in Table **7**.”

In the Full Phase Eligibility Requirements Table 11 of the CMIS/STEP RFA (page 40), one of the requirements says, “For any shared mobility projects, does the average

minimum occupancy per vehicle meet the requirements outlined in Table 6 above?” This should read, “For any shared mobility projects, does the average minimum occupancy per vehicle meet the requirements outlined in **Table 7** above?” This same error is in Appendix B, the Full Phase application template, which includes the same table.

## **Process**

### **Q&A Session #1**

1. Questions: How do I go about requesting the Clean Transportation and Planning Funding? & How do I request an application for the Concept Phase?

Answer: Submitting a Concept Phase application is the first step to requesting clean transportation and planning funding through CARB’s Planning, CMIS, and STEP programs. Appendix A, which is located on the RFA webpage, is the Concept Phase application. Complete Appendix A for either CMIS/STEP or Planning, following all instructions in the appendix, and send it to [step@arb.ca.gov](mailto:step@arb.ca.gov) before the Concept Phase application deadline. A flyer was prepared and posted on the website to help interested parties assess their eligibility for this RFA and understand how to apply.

2. Question (Q&A #1): Will CARB make public the list and contacts of attendees to its webinars, with a goal of fostering strong coalitions and collaborations among respondents?

Answer: Yes, the list of all attendees will be posted after the meeting.

3. Question (Q&A #1): I filled out the preliminary form for the grant programs and submitted but could use some guidance on the next steps.

Answer: If you have filled out and submitted the Technical Assistance (TA) sign-up form then you have taken the first step towards obtaining TA provider assistance. The TA providers use the TA sign-up forms submitted to identify who has requested assistance. The TA providers will reach out to requesters to set up a time to talk about the Concept Phase. Please refer to the Planning/CMIS/STEP flyer for some suggestions for next steps that include reviewing program requirements, identifying projects and partners, and then submitting a Concept Phase application. You may also reference the Planning/CMIS/STEP Application Guidance.

4. Question: Can anyone seek technical assistance or does it have to be a Lead Applicant?

Answer: Anyone who has filled out and submitted a TA sign-up form can receive technical assistance.

5. Question: Is there a standard schedule for STEP? Can we count on the fact that if we can't get in during this solicitation, it may be offered again in 2 years?

Answer: STEP does not have a continuous appropriation from the Legislature, so CARB cannot confirm that future solicitations will be offered or set a standard schedule for future solicitations at this time. Applicants are encouraged to submit a Concept Phase application during the current RFA if they are interested in STEP funding. CARB is currently undergoing a public process to discuss the FY 2023-24 Clean Transportation Incentives Funding Plan, which includes an allocation for clean mobility programs, and per page 6 of the CMIS/STEP RFA, the current RFA "includes the option for CARB to award new Grant Agreements or Grant Agreement amendments from future Fiscal Year funding, depending on the availability of funding and upon CARB's sole discretion."

## **Q&A Session #2**

6. Questions:

- a. Do you mind sharing the list of webinar attendees from the most recent STEP / CMIS Webinar?
- b. I had a quick question which was whether or not there is a list of the Q&As that have been compiled for questions in your previous STEP grant info sessions?

Answer: The list of attendees and past questions and answers can be found here: [Planning, CMIS, and STEP Concept Phase Q&A Session #1 | California Air Resources Board](#).

7. Question: Do you know where I could find the application process since I know the planning stage will need its applicants to turn the application in by September 8th?

Answer: Per page 32 of the CMIS/STEP RFA and page 24 of the Planning RFA, to submit a Concept Phase application, "Lead Applicants must send an email to [step@arb.ca.gov](mailto:step@arb.ca.gov) with the signed and complete Concept Phase application and Project Community map." The Planning/CMIS/STEP flyer also has information on the steps to apply.

8. Question: I found this through a forwarded email and was wondering if we could be on this list for contact for grants.

Answer: To receive future public communication about Planning, CMIS, and STEP, sign up for CARB's email list here: [California Air Resources Board \(govdelivery.com\)](#). Select Clean and Sustainable Mobility Options under Clean Transportation Incentives to receive updates on Planning, CMIS, and STEP.

9. Question: My question is related to how the concept could change from the concept paper to the full phase application and how it is going to be judged. Because there might be changes that happen from the time we have put together a concept paper and to the time that the full application is submitted.

Answer: CARB understands that changes might be made between the Concept and Full Phases. Per page B-6 of the CMIS/STEP RFA Appendix B and page B-5 of the Planning RFA Appendix B, Applicants must “confirm whether the responses submitted in the Concept Phase application are still accurate. If they need to be updated, describe any updates that have been made. This section will be used to confirm that any updates to the Concept Phase application still meet eligibility requirements and score at least 70% according to the Concept Phase eligibility requirements and scoring criteria.”

10. Question: I only have info on the CMIS/STEP RFA. Can you provide the link for the Planning RFA or show me where it is?

Answer: The Planning RFA can be found on the same webpage as the CMIS/STEP RFA: [Planning, CMIS, and STEP FY 2022-23 | California Air Resources Board](#).

11. Question: My question is about the map. Can we still contact the technical assistance providers to provide that assistance? I thought it said you couldn't.

Answer: The deadline to be guaranteed assistance was 11:59 pm (Pacific Time) on August 11, 2023. However, Applicants may still fill out the assistance sign- up form to request technical assistance. The technical assistance providers will reach out and let you know whether they have the capacity to support your application.

## **Eligible Applicants and Partnership Structure**

### **Q&A Session #1**

12. Question: We were looking at the CMIS and STEP solicitation and we couldn't find any details regarding charter school eligibility. Is there another resource we should review to figure out if they are eligible under this grant program?

Answer: The School definition on page 11 of the CMIS/STEP RFA has a link to the CA Dept of Education's website that describes how a school is determined to be public and private. This funding opportunity is for any California Public School. If the Charter school falls under this definition, then the Charter school is eligible as a Lead or Sub applicant.

13. Question:

- a. Are transit agencies considered units of local government, eligible to apply for STEP funding?
- b. Just want to confirm that transit agencies are eligible? The definition of local government is a little confusing because the examples seem like they are part of the State.

Answer: Transit agencies may be considered to be local governments for the purposes of the Planning and CMIS/STEP RFAs. See the RFA Errors & Clarifications section above for more information.

14. Question: Could funding from this opportunity be used to contract with a turnkey mobility operator to implement a microtransit service?

Answer: Per page 14 of the CMIS/STEP RFA, private companies such as private mobility providers may be eligible Sub-applicants, provided all requirements are met.

15. Question: Could a 501(c)3 multi-unit property development company be eligible to submit an application for EV charging and carshare?

Answer: Community-based organizations that meet both the definition of a community-based organization, as shown on page 9 of the CMIS/STEP RFA and page 8 of the Planning RFA, and the definition of a nonprofit organization, as shown on page 11 of the CMIS/STEP RFA and page 10 of the Planning RFA, may be eligible Lead Applicants. Nonprofit organizations that are not community-based organizations may be eligible as Sub-applicants, per page 14 of the CMIS/STEP RFA and page 13 of the Planning RFA.

16. Question: One of the questions that I had was the relation between schools and the city applying for school-related programming and education. It sounds like it's ok if the city is the Lead Applicant?

Answer: Cities may be Lead Applicants on projects that also involve schools. Per page 16 of the CMIS/STEP RFA, "If the application includes school-related projects as a portion of the full proposal, then the public school or local education agency must at least be a Sub-applicant. Private schools are not eligible Applicants."

## **Q&A Session #2**

17. Question: What is considered a partnership entity for school districts that are applying for this grant?

Answer: Page 14 of the CMIS/STEP RFA says, “Sub-applicants may include public, private, or nonprofit organizations,” and lists example organization types. Consider the roles that Sub-applicants and Community Partners will play in the project, per the Terms and Definitions and Eligible Applicants sections of the CMIS/STEP RFA. CARB cannot provide specific guidance on partnerships to potential Applicants.

18. Question: Could a lead applicant submit for a project that has already received a grant award in the past?

Answer: Without additional detail about the project specifics (including funding source, funding program and grant agreement requirements), it is not possible to give a definitive answer. Please note, however, that on page 14 of the CMIS/STEP RFA: “Clean Mobility in Schools grantees selected from the Fiscal Year 2018-19 solicitation are not eligible to be Lead Applicants.” See also page 35 of the CMIS/STEP RFA and page 27 of the Planning RFA for scoring criteria that relate to whether Project Communities have received funding from specific State programs. CARB does not specify any limitations for projects that have been funded by non-State (e.g., local or federal) sources of funding in the past. However, each application will be reviewed on its merits and whether it satisfies the solicitation requirements.

19. Questions:

- a. We are technically an LLC, not a 501c3. We do, however, have a fiscal sponsor. I’m wondering if we are eligible to be the lead applicant, or if that would have to be the County agency? I saw that sub applicants can have a fiscal sponsor, but I wanted to clarify about this for lead applicants.
- b. Our center belongs to the philanthropic side of the university and is an NGO. Can we be the lead or we should be a co-lead? I’ve seen the in the notice that education institutes are co-applicants, but does us being situated in this format help us or let us be on the lead side?

Answer: Per page 13 of the CMIS/STEP RFA and page 12 of the Planning RFA, eligible Lead Applicants are community-based organizations, tribal governments, local governments, and public schools and “to qualify as a Lead Applicant, a community-based organization must meet all of the requirements outlined in the definition of a nonprofit organization,” which includes being incorporated as a 501(c)3. The full definition of a

nonprofit organization is on page 11 of the CMIS/STEP RFA and page 10 of the Planning RFA. Community-based organizations must also meet the definition of a community-based organization on page 9 of the CMIS/STEP RFA and page 8 of the Planning RFA.

20. Questions:

- a. If we are eligible to be the lead agency as a CBO, we would need to have an additional community partner. Is that correct?
- b. We are interested in submitting an application for the Concept Phase and were hoping to get some clarification on the requirements. We are looking to be the lead applicant on this grant, and we wanted to verify if having a sub-applicant was required or if we are able to pursue this as a single entity. If we must have a sub-applicant, to what extent would their involvement have to be? Can we simply submit a letter of support from them, or do they have to be directly involved in the implementation process of it? Our project is a transit needs assessment, as opposed to a capital project, so we wanted to know if the evaluation criteria would be applied in the same manner to us.

Answer: Per page 16 of the CMIS/STEP RFA and page 14 of the Planning RFA, “If the Lead Applicant is a local government, then at least one of the Sub-applicants must be a community-based organization. If the Lead Applicant is a community-based organization, then at least one of the Sub-applicants must be a local government or a tribal government. If the Lead Applicant is a tribal government, then specific Sub-applicants are not required.” Per the Sub-applicant definition on page 11 of the CMIS/STEP RFA and page 10 of the Planning RFA, a Sub-applicant is “An entity that enters into a partnership with the Lead Applicant for the purpose of applying for a CARB grant and that is responsible for implementing a project or project elements funded through CARB.” And per page 14 of the CMIS/STEP RFA and page 13 of the Planning RFA, “Sub-applicants must have written agreements with the Lead Applicant in place for their work on the project at the time of project implementation and must comply with CARB’s Grant Agreement terms alongside the Lead Applicant.” These requirements are the same for both CMIS/STEP and Planning projects.

21. Question: We have a community partner in mind. They are a resident group that works on environmental justice issues. They don’t have formal 501c3 status. Will that be ok?

Answer: The Community Partner definition is on page 9 of the CMIS/STEP RFA and page 8 of the Planning RFA. It is “A community group, community

resident, student, parent, school staff, health-based organization, faith-based organization, small business, or other entity in the Project Community that, while not responsible for implementing funded projects, serves as a key stakeholder and representative of the Project Community during both development of the application and implementation of funded projects.”

22. Question: Can a city be a lead applicant for the CMIS grant and include an educational agency or school as a sub-applicant?

Answer: Per page 16 of the CMIS/STEP RFA, “CMIS projects must include a public school or local education agency as an Applicant. If the application only includes CMIS projects, then the public school or local education agency must be the Lead Applicant. If the application includes school-related projects as a portion of the full proposal, then the public school or local education agency must at least be a Sub-applicant.”

23. Question: Is the full partnership structure required for Concept Phase Application? Can we explain that sub-applicants and community partners are being identified in the concept phase but have the partnership structure ready for the full phase application?

Answer: Per page 32 of the CMIS/STEP RFA and page 24 of the Planning RFA, “All Concept Phase application responses will be considered draft. Lead Applicants will be required to describe any updates from the Concept Phase in the Full Phase application.” However, at minimum Concept Phase applications must meet all eligibility requirements in Table 9 of the CMIS/STEP RFA or Table 6 of the Planning RFA to be scored and be eligible to be invited to the Full Phase.

24. Questions:

- a. What are the main differences between a sub-applicant versus community partner? Can community partners be added in a proposal budget? Or only sub-applicants?
- b. Please provide clarification between a sub-applicant and community partners and what roles does each entail.

Answer: Per page 11 of the CMIS/STEP RFA and page 10 of the Planning RFA, a Sub-applicant is, “An entity that enters into a partnership with the Lead Applicant for the purpose of applying for a CARB grant and that is responsible for implementing a project or project elements funded through CARB. Sub-applicants will enter written agreements with the Lead Applicant if their application is selected for funding.” Per page 9 of the CMIS/STEP RFA and page 8 of the Planning RFA, a Community



Partner is, “A community group, community resident, student, parent, school staff, health-based organization, faith-based organization, small business, or other entity in the Project Community that, while not responsible for implementing funded projects, serves as a key stakeholder and representative of the Project Community during both development of the application and implementation of funded projects.” Per page 14 of the CMIS/STEP RFA and page 13 of the Planning RFA, “While not directly responsible for implementing components within the project, Community Partners should have a formal agreement, such as a contract or a Memorandum of Understanding (MOU), with the Lead Applicant or a Sub-applicant. If appropriate compensation is offered, it must comply with applicable laws.” Refer to the Planning, CMIS, and STEP Application Guidance for more recommendations on Community Partner compensation.

25. Questions:

- a. Is a CBO social enterprise, who has a fiscal sponsor, eligible to be the lead applicant for the Planning Grant? I saw that sub applicants can have a fiscal sponsor, but I wanted to clarify if this was allowed for lead applicants.
- b. We're an organization that is both a (c)3 and a (c)4. We're a community-based organization but our (c)3 work is done through a fiscal sponsor. And so I'm just confirming that that makes us only eligible as a subcontractor, because as a lead we'd need to have 501(c)3 incorporation as an organization? The delineations between fiscal sponsorship can sometimes be really blurry so I just wanted to ask in order to get a hundred percent answer.

Answer: All Lead Applicants must meet all requirements to serve as a Lead Applicant, as specified on page 12 of the Planning RFA. Per page 12 of the Planning RFA, “Should their application be selected for funding, the Lead Applicant will enter into a Grant Agreement with CARB’s selected PCB Administrator and assume responsibility and accountability for the use and expenditure of received CARB Grant Funds.”

26. Question: Are community groups who do not have 501c3 status eligible to be the community partner? Or does the community partner need to have 501c3 status or a fiscal sponsor?

Answer: CARB has no restrictions on what types of entities may serve as Community Partners as long as they are able to perform the roles of Community Partner as outlined in the RFAs.

27. Question: Can the sub-applicant also be a community partner?

Answer: CARB has no limitation on if entities can serve as both Sub-applicants and Community Partners, but the entities identified as Sub-applicants or Community Partners must meet the eligibility requirements and be able to serve in those roles as defined in the Terms and Definitions sections of each RFA.

28. Question: Do we need to have a Sub-applicant be a mobility operator if we're applying for a microtransit service?

Answer: See page 26 of the CMIS/STEP RFA for a full list of Concept Phase eligibility requirements and page 31 of the CMIS/STEP RFA for a full list of Full Phase eligibility requirements. Beyond those requirements, CARB does not specify what partners must be a part of an application and what partners may be identified post-award.

29. Question: Is there any verification you need from Sub-applicants or community partners to say that they're on board besides just writing them in the application? Usually there's a letter of commitment. I just didn't see that and want to make sure this is as pared down as it appears.

Answer: Letters of commitment and support are required in the Full Phase application (Appendix B) but not in the Concept Phase application (Appendix A). Refer to Appendix A for a full list of application requirements in the Concept Phase.

30. Questions:

- a. In the scoring criteria, if we have an NGO and a city or a county are we going to get up to 100%? But for 2 NGOs or 2 counties or cities, does that count the same?
- b. On page 26 in Table 6, there is the applicant and partnership structure section where you say, if the lead applicant is a local government, is one of the sub-applicants a community-based organization and if the lead applicant is a community-based organization, is one of the sub-applicants a local government or tribal government. And then in the rubric that we discussed previously, you're giving 2 points if a lead applicant is a tribal government or at least 2 community-based organizations are applicants. So, can you just elaborate more on that?

Answer: Page 26 of the Planning RFA includes the Concept Phase eligibility requirements for applicants and the partnership structure. Per page 26, "If all requirements are met... the application will be scored."

Page 27 of the Planning RFA includes the Concept Phase scoring criteria. To receive two points in the Applicants and Partnership Structure section the application must meet one of the following criteria: “Lead Applicant is a tribal government or at least two community-based organizations are Applicants.” If the “Lead Applicant is not a tribal government or only one community-based organization is an Applicant,” no points will be awarded to the application for this scoring criterion. Per page 28 of the Planning RFA, “Applications that meet the eligibility requirements and score 70 percent or higher (25.2 points out of 36 points) will be invited to submit a Full Phase application.”

31. Question: Could local governments include a joint powers authority that is composed of county governments and local transportation agencies? Would that be eligible as a lead applicant?

Answer: Joint powers authorities may be considered to be local governments for the purposes of the Planning and CMIS/STEP RFAs. See the RFA Errors & Clarifications section above for more information.

## **Eligible Projects and Costs**

### **Q&A Session #1**

32. Questions:

- a. Is a microtransit project eligible under this grant? Would it fall within “active transportation infrastructure; and workforce development, planning, and capacity building activities that support clean transportation and transportation equity”?
- b. Can EV charging infrastructure for public use be included as project scope without EV fleets/vehicles in the project scope?
- c. We are in the process of trying to figure out how to electrify our fleet of vehicles, and we are seeking funding for developing a Fleet Vehicle Electrification Plan. Would this funding opportunity be applicable to a project like this? If not, are you able to help point me in the right direction?
- d. Are you willing to seriously consider a factory-manufactured, crane-installed multi-mode transit stack (with variations, and mass-customized for the physical environment and potential demand), using advanced structural geometries and construction materials to provide more performance, for much less cost and far shorter lead times, as a highly attractive and cost-effective solution to clean mobility and transportation equity issues? Additional detail was provided on the transit stack.

- e. I want to create EV hubs for kids and parents who need transportation to and from schools/colleges. The project would include 4-5 EV cars/vans to start, 1 or 2 electric charging stations, a structure with solar panels, a digital community membership platform, 3-4 licensed and insured professional drivers, and other features/costs that the emailer described.
- f. Can an applicant request funding for youth bike safety education as part of a STEP proposal? This project would be more community-focused than school- focused.
- g. Would any of your grants meet our need for a sidewalk infill project on Highway 1 in a disadvantaged community that is 47% Latino? This project would provide access to students to walk to the state park and beach and be educated on safe pedestrian practices. Would this be eligible for funding? Is this the only category where that funding would be available, or is there another category of funding where this project could be funded on its own?
- h. Our educational programming is a little bit different so I wanted to make sure it was an eligible cost. The high school we're working with is interested in our organization providing training to students, kind of like workforce development, creating the structure so they can have their own club and can encourage other students to bike and walk to school. I wanted to see if that programming idea is eligible – I guess that's the planning pot?
- i. I see that bikesharing is eligible, correct? We were thinking of building up a bike library.

Answer: Refer to the Eligible Projects section that starts on page 17 of the CMIS/STEP RFA and page 15 of the Planning RFA for a list of eligible project types and categories for each program. See the RFA Errors & Clarifications section above for clarification on the two project requirements described on page 17. Projects must meet all other eligibility requirements as set out in the RFAs in order to be eligible for funding. CARB cannot determine eligibility of a specific project without reviewing the entire application for that project.

**33. Question: Does STEP usually fund single projects or multiple projects? (If multiple projects are recommendations from a transportation plan)**

Answer: CMIS and STEP fund multiple projects under a single grant/within a single community. Per page 17 of the CMIS/STEP RFA, "CMIS and STEP grants fund a variety of planning and capacity building, clean transportation, and supporting projects that work together to increase transportation equity and achieve the community's vision." See the RFA Errors & Clarifications section

above for clarification on the two project requirement described on page 17 of the CMIS/STEP RFA.

34. Questions:

- a. If a microtransit service was one of the two projects required, then would the application also need to include another type of project from Table 4 or 5? Does it have to be in a different project category or just any other project that fits along with these examples that are given? So microtransit service could be one of them and then another project could be fare subsidies or bike/active transportation infrastructure? Could the second project come from Table 6?
- b. Clarifying question for Table 4, when it says that you have to propose 2 projects— can both projects be in the active transportation section of that table, such as a bike path and bike infrastructure like fix-it stations? For new bikeways and pedestrian walkways, would a Class I meet both those categories?
- c. It sounds like as long as you have two distinct projects within the bucket, which includes all these sharing options... If we are looking to provide both a microtransit option as well as the bike library, would those count as distinct projects?

Answer: See the RFA Errors & Clarifications section above for clarification on the two project requirement described on page 17 of the CMIS/STEP RFA.

35. Question: Should the projects be related to each other or in some sort of larger concept? Is that not a factor?

Answer: Per page 17 of the CMIS/STEP RFA, “CMIS and STEP grants fund a variety of planning and capacity building, clean transportation, and supporting projects that work together to increase transportation equity and achieve the community’s vision.” The overarching goal of CMIS and STEP is to increase transportation equity. Page 4 of the CMIS/STEP RFA describes this goal in more detail. How projects address these goals will be factored into project selection, per the scoring criteria described in the RFA.

36. Question: Under the category “shared mobility” – if one project was to purchase an eligible vehicle could the second project be the operations of that vehicle?

Answer: While purchase of vehicles is an eligible cost, it is not listed as an example project type in Table 4 of the CMIS/STEP RFA. The purchase and operations of a single shared mobility service may be considered one project, as demonstrated by the example project type “new or expanded zero-emission service” within the shared mobility project category on page 17 of the CMIS/STEP RFA.

37. Question: Is design and construction eligible for either program? For a beautification project that involves building better bike and walkways at or near a transit center.

Answer: For CMIS and STEP, both design and construction are eligible costs, per page 22 of the CMIS/STEP RFA. For Planning, design is an eligible project as part of the clean transportation, land use, and transportation equity plan project category, per page 15 of the Planning RFA. The project must also meet the Planning RFA criteria, including the goals of supporting increased access or identifying/addressing a community need identified, as described on page 17 of the Planning RFA. If an Applicant wanted both design and construction to be funded under one grant, they would need to apply to CMIS and STEP.

## **Q&A Session #2**

38. Questions:

- a. In order to further incentivize VMT reduction on an individual basis, would the STEP grant allow individuals to be paid for their trips and/or VMT saved by taking transit or by using active transportation?
- b. For this grant can we apply and create a Medi-Call Peer Support Specialist Training for Job readiness for the justice-impacted?

Answer: Refer to the Eligible Projects section that starts on page 17 of the CMIS/STEP RFA and page 15 of the Planning RFA for a list of eligible project types and categories for each program.

39. There is a project example under active transportation, implementation grants that is "maintenance of infrastructure." Would that infrastructure only apply to that which is being built or created under this grant, or could it be an existing sustainable transit network in place? Could you give an example of this?

Answer: "Maintenance of infrastructure" is an example project type on page 17 of the CMIS/STEP RFA. There is no specification that this must be only for infrastructure developed through the grant; it may cover existing infrastructure as well.

40. Are training sessions/lessons for how to use e-bikeshare systems and ride e-bikes considered a cost under Table 4. Clean Transportation Projects (on page 17 of the STEP RFA) or a cost under Table 6. Capacity Building and Planning and Supporting projects (page 18)?

Answer: Table 6 of the CMIS/STEP RFA includes example project types such as "Educational resources and training for clean transportation." The example project types under Table 4 of the CMIS/STEP RFA are focused on

infrastructure and operations of transportation services that can achieve quantifiable GHG reductions.

41. Question: Under STEP grants, can we apply for a vehicle, as well as operations cost, for rural mobility transportation services to an outlying rural community that is not served by our regional transit system? If so, must it be an EV or can it be a hybrid vehicle?

Answer: Refer to the Eligible Projects section that starts on page 17 of the CMIS/STEP RFA for a list of eligible project types and categories and page 21 for a list of eligible costs. Per page 25 of the CMIS/STEP RFA, “For funded light-, medium-, and heavy-duty vehicle purchases: Vehicles must be zero-emission. ZEVs include electric-drive, all-battery electric vehicles, and fuel-cell electric vehicles.”

42. Question: I have a small car service business that I’m trying to expand and grow. Should I apply for this grant if I want to build a fleet with zero emission (electric) vehicles? At the moment I’m renting out gasoline cars to vacationers and locals in my community. But I would like to change that with zero emission vehicles. Also, do I have to reside in California to apply for this grant?

Answer: Page 13 of the CMIS/STEP RFA provides information on Lead and Sub-applicant eligibility. Also, per page 21 of the CMIS/STEP RFA, an ineligible project is, “Vehicle or fleet replacement that does not support new or expanded service (except for the school-related vehicles and equipment in Table 5).”

43. Question: I am with a nonprofit and we are considering a capacity building grant that I think would fall under STEP to assess the transportation needs of a particular low-income community in our county. What we're trying to assess is, would we be able to assist that community and their transportation needs in the future? But we're also specifically interested in a sub population in that low-income community which would be older adults. Is that something that is within the scope of this? It would also be a very small grant, I would think, compared to what other people's needs are—it's just capacity building, doing needs assessment surveys, that type of thing.

Answer: Per the RFA Errors & Clarifications section above., “Each CMIS and STEP application must include at least two **distinct project types** from the **Example Project Types** listed in Tables 4 and 5.” A capacity building or needs assessment project as a standalone project may be eligible for funding from the Planning RFA. Review the Planning RFA for more information on eligibility requirements.

## Project Community and Map

### Q&A Session #1

44. Question: The map instructions in the Concept Phase Application Template (Appendix A) says that the required format is .shp, .kml, or .kmz file type. Those formats only show a layer. The intro page says it would be a "basic Project Community map". Shouldn't jpg or png be allowed to show a simple stylized map with the required elements (project area, disadvantaged communities)?

Answer: The location information necessary to verify eligibility and score applications in this RFA requires CARB to use ArcGIS mapping software. Therefore, CARB requires the Project Community boundary to be supplied as a layer using an ArcGIS-accessible file type: .shp, .kml, or .kmz. The TA providers can help Applicants develop this Project Community layer. Applicants may also submit a .jpg or .png map to help illustrate their project and project area, but this is not required.

45. Question: Our City as a whole is close to 50% disadvantaged, and we can verify if it is truly over 50% if needed, but wanted to know if the percentage is reflected as the organization administering the project or the determined project boundaries?

Answer: Per the definition of Project Community on page 11 of the CMIS/STEP RFA and page 10 of the Planning RFA, the Project Community is the “geographic area where the residents who are primarily intended to benefit from the project reside.” It is not necessarily the entire area in which the transportation projects will be located. “The Project Community may be represented by a contiguous or non-contiguous geographic area but must be at minimum within connected counties.” This is the geographic area that has the percent disadvantaged or low-income community requirement.

46. Question: Could you reiterate something you touched on earlier about the purpose of the mapping submittal and what areas would be disqualified?

Answer: Per page A-6 of the CMIS/STEP RFA Appendix A and the Planning RFA Appendix A, the Project Community map “will be used to confirm that the Project Community meets eligibility requirements and will be used to score whether the Project Community is rural and whether the Project Community has received past funding from CMIS, STEP, or similar State programs.” The eligibility requirement is asks, “Is more than 50 percent of the Project Community in disadvantaged or low-income community census tracts?” and is listed on page A-4 of Appendix A. Applications where 50 percent or less of the Project Community is in disadvantaged or low-income community census tracts may not meet the eligibility requirement. Page 9 and 11 of the CMIS/STEP RFA and page 8 and 10 of the Planning RFA have definitions of



disadvantaged and low-income communities. Applicants are encouraged to work with the technical assistance providers and refer to the California Climate Investments priority populations map on page 10 of the CMIS/STEP RFA and page 9 of the Planning RFA to help determine their community's eligibility.

47. Question: I'm curious about the map/shapefile. Does the project boundary need to be continuous, or can it be two separate hotspots in the community?

Answer: Per page 11 of the CMIS/STEP RFA and page 10 of the Planning RFA, "The Project Community may be represented by a contiguous or non- contiguous geographic area but must be at minimum within connected counties."

## **Q&A Session #2**

48. Questions:

- a. Can we as an organization apply to access funding from you with respect to a project in Nigeria?
- b. Could this funding be available out of the US country? Could it be possible to receive a grant from CARB to implement a program by the Córdoba State Government?

Answer: Per Page 4 of the CMIS/STEP RFA and the Planning RFA, "the overarching purpose of these programs is to increase transportation equity in disadvantaged and low-income communities throughout California." See the terms and definitions section for complete definitions of disadvantaged and low-income communities and how to identify them.

49. Question: If we were to apply for projects at multiple schools, how would you define the Project Community?

Answer: CARB cannot provide specific recommendations as to how to define the Project Community. Applicants should follow the definition of Project Community on page 11 of the CMIS/STEP RFA: "A geographic area where the residents who are primarily intended to benefit from the project reside. The Project Community may be represented by a contiguous or non-contiguous geographic area but must be at minimum within connected counties." Also note that to be eligible, per page 13 of the CMIS/STEP RFA, "More than 50 percent of the geographic area of the Project Community must be within low- income or disadvantaged community census tracts and at least 50 percent of the total proposed budget must fund projects located within the low-income and disadvantaged community census tracts in the Project Community."

50. Questions:

- a. Can we apply for a bike voucher program where the project area is citywide if the city qualifies as 50% low-income or disadvantaged?
- b. Could STEP fund a statewide transportation needs assessment for my organization? And could it just generally support looking into the ZEV infrastructure needs of specific communities?
- c. More than 50% of the geographic area of the project community views what must be within low-income or disadvantaged community census tracts. So I look at your map that is off of the FAQ. So I got 4 schools, actually 5 schools within some zones, and then the other half of my district is not qualifying. So how should we interpret? That is, if I know I have 5 schools that fall within the qualifying zones, can I include additional project capacity at schools that are outside of that as long as the ask is not more than 50% in the low-income area and 50% in the non-low-income area?

Answer: CARB does not provide a size requirement for the Project Community and cannot give specific guidance to prospective Applicants regarding how their Project Community boundary is defined. Per page 11 of the CMIS/STEP RFA and page 10 of the Planning RFA, the Project Community is “a geographic area where the residents who are primarily intended to benefit from the project reside. The Project Community may be represented by a contiguous or non-contiguous geographic area but must be at minimum within connected counties.” See page 13 of the CMIS/STEP RFA and page 12 of the Planning RFA for more information on Eligible Communities, which includes the requirements that, “More than 50 percent of the geographic area of the Project Community must be within low-income or disadvantaged community census tracts,” and, for CMIS/STEP only, “At least 50 percent of the total proposed budget must fund projects located within the low- income and disadvantaged community census tracts in the Project Community.”

51. Question: In the Planning RFA on page 27 in the table, the very first line third column, it says the project community does not overlap with an area served by an MPO. What is an MPO?

Answer: Per page 36 of the Planning RFA, MPO stands for a metropolitan planning organization.

52. Question: I believe our MPO is TransPlan, so East Contra Costa County. We would be applying for funding for regional trail improvements, so it would overlap with some unincorporated Contra Costa county jurisdiction. Would that disqualify us?

Answer: Page 35 of the CMIS/STEP RFA and page 27 of the Planning RFA includes a scoring criterion: “Project Community does not overlap with an area served by an MPO or an urbanized area per the 2020 census.” This is not an eligibility requirement. Applications that meet this criterion will receive two points. If the “Project Community overlaps with an area served by an MPO or an urbanized area per the 2020 census,” no points will be awarded to the application for this scoring criterion. Per page 37 of the CMIS/STEP RFA and page 28 of the Planning RFA, “Applications that meet the eligibility requirements and score 70 percent or higher (25.2 points out of 36 points) will be invited to submit a Full Phase application.”

53. Question: I was talking to one of the technical assistance providers and he said that for the application, we'll need to submit a map showing the city boundary, and as long as we just submit a screenshot of the city map, that was sufficient enough for the application. But while I was looking at Appendix A, which is the application, it says that the map actually needs to be submitted in a required format. So I just want to double check—would we need to get back in touch with the technical assistance provider to have an actual map created in the required format listed here?

Answer: Per page A-6 of the CMIS/STEP RFA Appendix A and page A-5 of the Planning RFA Appendix A, “Work with the technical assistance providers to create [the Project Community] map in the required format (.shp, .kml, or .kmz file type).” The location information necessary to verify eligibility and score applications in this RFA requires CARB to use ArcGIS mapping software.

Therefore, CARB requires the Project Community boundary to be supplied as a layer using an ArcGIS-accessible file type: .shp, .kml, or .kmz.

## **Funding, Budget, and Resource Contributions**

### **Q&A Session #1**

54. Question: What is the range of funding awarded for projects? Would STEP partially fund a project if the project cost is high? Can sponsors split a project into phases to increase chances of getting funding?

Answer: Per the Concept Phase eligibility requirements table on page 34 of the CMIS/STEP RFA, the total budget requested must be “less than or equal to \$14.85 million”, which is the total available funding for each program this Fiscal Year. There is no limit to the amount of resource contributions that may be used to support a project, so CARB may partially fund a project that was also funded through outside resource contributions. In addition, the long-term sustainability of the project is a scoring criterion, as described on page 43 of the CMIS/STEP RFA.

55. Questions:

- a. What are the fund matching requirements and/or expectations?
- b. While we understand that a local match isn't required, will the contribution of local funds make an application more competitive and/or be a part of the evaluation process?
- c. Is there any kind of match share requirement and if so, what is it?

Answer: Per page 30 of the CMIS/STEP RFA and page 22 of the Planning RFA, "Resource contributions may be provided to cover project costs but are not required." All the information that will be factored into the scoring criteria are detailed in the scoring criteria tables in the RFAs.

However, per page 13 of the Planning/CMIS/STEP Application Guidance, "CARB funds may not be used to pay for childcare-related costs, food and beverages, general meetings that do not specifically discuss or advance implementation of the CARB-funded projects, or any of the other costs listed as ineligible in the CMIS and STEP RFA. CARB recommends that Grantees use resource contributions to fill the funding gaps that CARB funds cannot fill."

56. Question: If we get STEP funding, can we use it as a local match for a state-funded active transportation project? We have a project funded through the Active Transportation Program Cycle 6 and the jurisdiction wants to know if we could use STEP funds as a local match to build out that project.

Answer: CARB does not have restrictions on how Planning, CMIS, and STEP funds are used for other programs' match requirements. Those restrictions may exist within the program in question—in this case, the Active Transportation Program.

57. Question: Are there minimum and maximum funding requests?

Answer: Per Table 9 on page 34 of the CMIS/STEP RFA, the total budget requested must be "less than or equal to \$14.85 million." Per Table 6 on page 26 of the Planning RFA, the total budget requested must be "less than or equal to \$500,000." No minimums were provided.

58. Questions:

- a. I saw that there is a cap on indirect costs. Is there a cap on fringe benefit rate when you're figuring out your billable rate? Is fringe considered part of indirect?

- b. We interpreted that we could be reimbursed for a salary rate but not sure that other costs embedded in paying for an employee be eligible – can employee fringe benefit costs also be allowed for reimbursement? It was connected with indirect costs. No more than one percent is a challenging part and is probably what triggered questions about the fringe rate as well.

Answer: Per the Planning/CMIS/STEP RFA Appendix B, Attachment III, “Labor rates must account for overhead and fringe benefits.” CARB has not specified a cap on the fringe benefit rate.

59. Question: Are you viewing indirect rate differently than overhead rate? It seemed like from the budget document that you could put overhead rate into the billable staff rate. Is there a definition of overhead rate? Not more than one percent for indirect costs seems hard, especially when you have multiple partners. How do you break that out over separate budgets and over different lead applicants and sub-applicants in the budget?

Answer: Per page 10 of the CMIS/STEP RFA and page 9 of the Planning RFA, “Allowable indirect costs are a pro rata share of general management (overhead) costs for operations that support the work performed under the Grant Agreement, such as accounting, budgeting, payroll preparation, personnel services, utility costs, rent, and centralized data processing not already identified or reimbursed as a direct cost.” Per the Planning/CMIS/STEP RFA Appendix B, Attachment III, “Labor rates must account for overhead and fringe benefits.” CARB understands that different organizations may calculate overhead and indirect costs differently and will work with the selected funding recipients to determine the best approach for tracking indirect costs during grant implementation.

60. Question: We have a variety of Caltrans grants and they have an ICAP approved rate and it covers the fringe rate. Could we bill at that fringe rate and just indicate that that is our ICAP approved fringe rate approved by Caltrans? Asking to make sure when developing budgets that we’re developing budgets that will accurately reflect what CARB would pay out if we were to be part of a winning application.

Answer: CARB does not have specific limits on fringe rates; however, all project costs must be appropriately documented as described in Appendix C for the Planning and CMIS/STEP RFAs. Since different State programs have different requirements and expectations, staff cannot confirm that a rate approved by Caltrans will be approved by CARB.

## **Q&A Session #2**

61. Question: Are CARB STEP funds solely from state sources? My understanding is that they are from state Cap and Trade auction moneys?

Answer: Per page 4 of the CMIS/STEP RFA, “These programs are part of California Climate Investments, a statewide initiative that puts billions of Cap- and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities.”

62. Question: Is there a difference between indirect cost and overhead cost?

Answer: Per page 10 of the CMIS/STEP RFA and page 9 of the Planning RFA, “Allowable indirect costs are a pro rata share of general management (overhead) costs for operations that support the work performed under the Grant Agreement, such as accounting, budgeting, payroll preparation, personnel services, utility costs, rent, and centralized data processing not already identified or reimbursed as a direct cost.” CARB understands that different organizations may calculate overhead and indirect costs differently and will work with the selected funding recipients to determine the best approach for tracking indirect costs during grant implementation.

63. Question: Are indirect cost rates honored for reimbursement? Can we apply all soft costs to the CON total project cost?

Answer: For CMIS and STEP, per page 10 of the CMIS/STEP RFA, “Indirect costs shall NOT exceed one percent of the total CARB Grant Funds awarded.” Per the RFA Errors & Clarifications section above, “Indirect costs shall NOT exceed **fifteen** percent of the total CARB Grant Funds awarded.” Refer to page 21 of the CMIS/STEP RFA and page 17 of the Planning RFA for a list of eligible costs. CARB does not characterize “soft costs” in this RFA. In distinguishing and characterizing costs in applications, applicants should work within the direct and indirect cost descriptions provided in the RFAs. See the terms and definitions section for more information on indirect and direct costs.

64. Question: As we are asking for projects 100% within DACs, we would like have a no-match application. Is this ok?

Answer: Per page 30 of the CMIS/STEP RFA and page 22 of the Planning RFA, “Resource contributions may be provided to cover project costs but are not required.”

## Other

### **Q&A Session #1**

65. Question: Do you prefer applications for a specific location (and if so, can you provide any indication of where such projects would be most urgently needed)?

Answer: Applications must be for a specific Project Community and the community must meet the eligibility requirements listed in the RFA. To maintain impartiality, CARB cannot give specific guidance to prospective Applicants regarding where certain projects may be needed.

66. Question: If I have more than one project to propose, should they be complete separate applications, or one application with multiple divisions, or separate complete applications submitted together with an overarching concept description?

Answer: Applications will compete against each other for funding and, per page 45 of the CMIS/STEP RFA and page 35 of the Planning RFA, “while there are no restrictions on the number of applications that a Lead Applicant may submit, CARB will award at most one application per Lead Applicant.”

67. Question: Can you shape awards (present or future) to move the concept forward from its starting position? Or do we need to shape the proposal and the process for getting the new industry started to your existing RFA criteria?

Answer: The eligibility requirements and scoring criteria for this RFA will not change to accommodate other projects.

68. Question: Can you please provide a walkthrough of the Data Collection, Evaluation, and Reporting requirements?

Answer: Per page 30 of the CMIS/STEP RFA and page 22 of the Planning RFA, Grantees, in coordination with their partners, will be required to “collect data on projects quarterly” and “report data annually to CARB [or the PCB Administrator].” “Data types collected and reported to CARB will vary based on the activities and project types implemented.” Some examples are included in Table 8 of the CMIS/STEP RFA and Table 5 of the Planning RFA. The Grantee, in coordination with their partners, will also be required to “regularly evaluate project impacts based on identified metrics of success, including direct community feedback” and “regularly update processes and project implementation based on evaluation results.” Much of the detail on these evaluations will depend on the circumstances of the projects and Grantees and will be determined with CARB and the Grantee through the Grantee’s data collection, evaluation, and reporting plan.

69. Question: Let's say we have a school district with multiple schools and we're thinking about fleet electrification. Would each school have to be considered as a separate project/application or could we combine those into one project/application, especially if they are in close proximity to each other and all belong to one school district? If they are combined/have shared resources, then can they be one application? And otherwise, would they have to be separate?

Answer: CMIS has no limitations on the number of projects, schools, or sites that may be included in a single application.

70. Question: Does involving the schools, and thus applying to CMIS, trigger any other additional requirements to those in STEP? If our project involved schools and thus became a part of CMIS, would we be required to try to build out replacement for dirty fuels with EVs in schools?

Answer: To be eligible for CMIS funding, per page 34 of the CMIS/STEP RFA, a public school or local education agency must be included as an Applicant.

71. Question: What was the program that was more directed toward advanced technology? Can you post a link to that?

Answer: The Advanced Technology Demonstration and Pilot Project solicitation can be found here: <https://ww2.arb.ca.gov/our-work/programs/low-carbon-transportation-investments-and-air-quality-improvement-program/low>.

72. Question: Earlier in the meeting today, someone asked if projects could be combined or if they should submit a bunch of separate projects and the answer was, there's no limit to the number of separate projects they could submit. But as far as a non-contiguous geographic area, our county is large. If we had one application with one project in one city and another project in the same county but in another area—they're two separate projects—that would fit the criteria for two distinct projects, and they could be in one application?

Answer: Per page 17 of the CMIS/STEP RFA, "CMIS and STEP grants fund a variety of projects that work together to increase transportation equity and achieve the community's vision." CARB cannot determine eligibility of a specific project or approach without reviewing the entire application for that project.

73. Question: I see in the scoring criteria that 90 to 100 percent is given if the Lead Applicant is a tribal government or at least two CBOs are applicants. I don't see local government – was that intentional?

Answer: Per Table 10 on page 35 of the CMIS/STEP RFA and Table 7 on page 27 of the Planning RFA, during the Concept Phase, two points will be awarded



to applications that meet the following criterion: “Lead Application is a tribal government or at least two community-based organizations are Applicants.” Local governments are eligible Applicants for Planning, CMIS, and STEP, but points from this scoring criteria category may not be awarded to applications that have a local government as an Applicant.

74. Question: I know you pulled up past projects. The only ones I could see are from last year. Is there another location where you have past projects from other years? Can you provide the link to past projects?

Answer: CMIS and STEP have each had only one past solicitation. All funded CMIS, STEP Planning, and STEP Implementation projects from these past solicitations can be found here: <https://ww2.arb.ca.gov/lcti-step-pcb-cmis>.

Note that existing CMIS, STEP Planning, and STEP Implementation projects were selected in past solicitations that may have used different eligibility requirements and scoring criteria to inform project selection.

## **Q&A Session #2**

75. Questions:

- a. What are the operation expectations for STEP? The RFA lists March 2027 as the Grant Term end date. Is there any expectation for ongoing operations for services provided through STEP/CMIS?
- b. If our project were eligible, how many years of operations cost could we request?

Answer: Per page 7 of the CMIS/STEP RFA, “All CMIS and STEP funds must be expended within the Grant Term.” Per page 8 of the CMIS/STEP RFA, the grant term will end on March 15, 2027. Per page 29 of the CMIS/STEP RFA, “Applicants are encouraged to extend... written agreements, as well as the partnership agreement and other plans... beyond the Grant Term to support long-term project sustainability. However, all CARB Grant Funds must be spent within the Grant Term.” Per Table 12 of the CMIS/STEP RFA, applications will also be scored on the long-term sustainability of the proposed projects.

76. Question: I’m interested in learning more about the Grants that you both (Bree and Heather) are the point of contact for.

Answer: If you are interested in the current RFA, find out more information on CARB’s RFA webpage: [Planning, CMIS, and STEP FY 2022-23 | California Air Resources Board](#). If you are interested in learning about past CMIS and STEP projects, find out more information on CARB’s clean mobility webpages:

Sustainable Community-Based Transportation Equity Investments | California Air Resources Board.

77. Question: I was curious if there is a third-party administrator for the Sustainable Transportation Equity Project or the Clean Mobility in Schools Implementation Programs? I know that there is a new solicitation for a statewide planning and capacity-building administrator, but I was curious if there was an administrator, like CALSTART is to CMO, for STEP and CMIS?

Answer: With the funding available in this RFA, CMIS and STEP projects will be directly administered by CARB.

78. Question: I have questions about the CMO vs STEP grant. Is the funding the same? Is there competition between the two? The City is looking into applying for a STEP grant but has already agreed to be a partner for a CMO grant. Would the City be competing against itself?

Answer: CMO and STEP have separate funding allocations and separate application and selection processes. This STEP RFA is separate from past CMO application windows.

79. Question: How can we, a company that works on EV charging installation for multi-family residential properties, make ourselves known to Lead Applicants that we are interested in being a sub-applicant as charging station providers?

Answer: CARB is not in a position where it can recommend or advertise the availability of any sub-applicants or sub-applicant services to any prospective applicants. What is available is the list of attendees that will be posted after the meeting.

80. Questions:

- a. We're planning on putting in a concept proposal and we'd like to include a microtransit program as part of that application. We're trying to figure out how to meet your requirements to get into an agreement with an operator of that service by the November deadline, assuming we were to pass the first phase. Our competitive procurements take 4 to 6 months, so I wanted to see if you've seen other cities figure it out and select someone. And I'm trying to figure out how to meet our requirements and yours given the short turnaround. One thought was to piggyback on other cities who run RFPs who included that clause. So far I've been talking to other cities and other cities who are trying to do the same thing for other grants are not finding anyone who's issued an RFP. So another question I had related to this was could we sign an MOU with a vendor conditional on us doing an RFP after we get the award, should we get

it? And then it might remain the same Sub-applicant, or it might be a different Sub-applicant depending on the outcome of that competitive procurement.

- b. Is a memorandum of understanding (MOU)/agreement required for both a sub-applicant and the community partner(s) before project implementation/after grant agreements are executed?

Answer: Per page 29 of the CMIS/STEP RFA and page 21 of the Planning RFA, “After Grant Agreements are executed, Grantees must execute written agreements with each of their Sub-applicants. Fully executed agreements must be in place before the Sub-applicants can incur any costs for which the Grantee will seek reimbursement, so it is important to execute these agreements as soon as possible.” And per page 14 of the CMIS/STEP RFA and page 13 of the Planning RFA, “While not directly responsible for implementing components within the project, Community Partners should have a formal agreement, such as a contract or a Memorandum of Understanding (MOU), with the Lead Applicant or a Sub-applicant.” Per page 29 of the CMIS/STEP RFA, “Fully executed agreements must be in place before the Sub-applicants can incur any costs for which the Grantee will seek reimbursement, so it is important to execute these agreements as soon as possible.”

81. Question: We're looking into applying for both CMIS and STEP. Under CMIS, we would implement bicycle and ped improvements and for STEP we're talking about a citywide bike voucher program. In this case, do we need to define two different project communities, or would it be just one project community? And for the eligible projects, you know how on the RFA it says we have to choose 2 different project types. We just have to include two total for both CMIS and STEP, right?

Answer: Per page 17 of the CMIS/STEP RFA, “CARB encourages Applicants to work with partners throughout the Project Community and identify cross- program connections and opportunities to synergize. For example, a community that is interested in both a CMIS grant and a STEP grant may develop one joint application that includes both school-based and community- based projects and that connects the projects to maximize benefits to students and other community residents.” An application that takes this approach must meet the requirements as set forth in the CMIS/STEP RFA and would be evaluated as a single application.

82. Question: Are lead applicants limited to one application?

Answer: Per page 45 of the CMIS/STEP RFA and page 35 of the Planning RFA, “While there are no restrictions on the number of applications that a Lead Applicant may submit, CARB will award at most one application per Lead Applicant.”

83. Question: What is the policy here for duplicate project areas like, if two different applicants apply for a similar project in the same project area?

Answer: CARB does not currently have a policy on that situation. See page 45 of the CMIS/STEP RFA and page 35 of the Planning RFA for a description of the project selection process.

84. Questions:

- a. On page 6 of the CMIS and STEP RFA, it says that CARB expects to fund between 2 and 4 CMIS and STEP grants in total. That's a little confusing. You must be expecting 2 to 4 very large projects. So if we're only wanting, say, \$300,000 or \$400,000, can you just talk about that? Am I interpreting that right? You just plan to fund a couple of very large projects?
- b. The total budget for STEP is \$14.85 million, and only 3-4 will be rewarded is that correct?

Answer: CMIS and STEP do not have minimum budget size requirements. Per page 6 of the CMIS/STEP RFA, "The maximum funding amount available this Fiscal Year for CMIS and STEP is \$29.65 million. CARB encourages each Lead Applicant to request the funding amount – no matter how small – that will efficiently and effectively meet their community's needs. CARB expects to fund between two and four CMIS and STEP grants in total." This expectation is based on the size of projects that have been funded by CMIS and STEP in the past but may not be the outcome of the current RFA.

85. Question: Could you maybe explain the key differences between STEP and CMO? We were looking into applying to CMO, and I guess I'm just kind of having a hard time understanding what those key differences are between STEP and CMO and which makes sense for us.

Answer: Clean Mobility Options is currently a first-come, first-served program that funds shared mobility projects with budget maximums and provides significant capacity building support to under-resourced applicants and implementers. STEP is a competitive program that has the flexibility to fund a larger variety of transportation services, including but not limited to shared mobility projects, with larger funding needs. While both programs aim to increase transportation equity, STEP has an additional goal to reduce vehicle miles traveled.

FY 2022-23 Planning, CMIS, and STEP Request for Applications

## Full Phase Questions & Answers

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*Updated: October 27, 2023*

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## Introduction

On October 12, 2023 and October 24, 2023, California Air Resources Board (CARB) staff held two Question & Answer (Q&A) sessions on the Full Phase of the Fiscal Year (FY) 2022-23 Planning and Capacity Building (Planning), Clean Mobility in Schools (CMIS), and Sustainable Transportation Equity Project (STEP) Request for Applications (RFA). The RFA can be found here: <https://ww2.arb.ca.gov/planning-cmis-step-fy-22-23>.

The questions and answers in this document include both questions received via email before the Q&A sessions and questions asked during the Q&A sessions. To minimize repetition, similar questions have been combined and answered together.

The following written responses serve as an update to and take precedence over verbal responses provided during the Q&A sessions. This document includes references to the RFA and associated appendices. Text in the RFA and appendices takes precedence over any additional text provided in this Q&A document, except for clarifications provided in the RFA Errors & Clarifications section. Use the following links to reference the relevant RFA and appendices.

- CMIS/STEP RFA: [https://ww2.arb.ca.gov/sites/default/files/2023-07/FY22-23\\_CMIS-STEP-RFA.pdf](https://ww2.arb.ca.gov/sites/default/files/2023-07/FY22-23_CMIS-STEP-RFA.pdf)
- Planning RFA: [https://ww2.arb.ca.gov/sites/default/files/2023-07/FY22-23\\_Planning-RFA.pdf](https://ww2.arb.ca.gov/sites/default/files/2023-07/FY22-23_Planning-RFA.pdf)
- CMIS/STEP RFA Appendix B: [https://ww2.arb.ca.gov/sites/default/files/2023-07/FY22-23\\_CMIS-STEP-RFA\\_APPENDIX-B\\_Sample.pdf](https://ww2.arb.ca.gov/sites/default/files/2023-07/FY22-23_CMIS-STEP-RFA_APPENDIX-B_Sample.pdf)
- Planning RFA Appendix B: [https://ww2.arb.ca.gov/sites/default/files/2023-07/FY22-23\\_Planning-RFA\\_APPENDIX-B\\_Sample.pdf](https://ww2.arb.ca.gov/sites/default/files/2023-07/FY22-23_Planning-RFA_APPENDIX-B_Sample.pdf)
- Planning/CMIS/STEP RFA Appendix B Attachment I: [https://ww2.arb.ca.gov/sites/default/files/2023-07/FY22-23\\_Planning-CMIS-STEP-RFA\\_APPENDIX-B\\_ATTACHMENT-I.pdf](https://ww2.arb.ca.gov/sites/default/files/2023-07/FY22-23_Planning-CMIS-STEP-RFA_APPENDIX-B_ATTACHMENT-I.pdf)
- Planning/CMIS/STEP RFA Appendix B Attachment II: [https://ww2.arb.ca.gov/sites/default/files/2023-07/FY22-23\\_Planning-CMIS-STEP-RFA\\_APPENDIX-B\\_ATTACHMENT-II.pdf](https://ww2.arb.ca.gov/sites/default/files/2023-07/FY22-23_Planning-CMIS-STEP-RFA_APPENDIX-B_ATTACHMENT-II.pdf)
- Planning/CMIS/STEP RFA Appendix B Attachment III: [https://ww2.arb.ca.gov/sites/default/files/2023-07/FY22-23\\_Planning-CMIS-STEP-RFA\\_APPENDIX-B\\_ATTACHMENT-III.xlsx](https://ww2.arb.ca.gov/sites/default/files/2023-07/FY22-23_Planning-CMIS-STEP-RFA_APPENDIX-B_ATTACHMENT-III.xlsx)
- CMIS/STEP RFA Appendix C: [https://ww2.arb.ca.gov/sites/default/files/2023-07/FY22-23\\_CMIS-STEP-RFA\\_APPENDIX-C.pdf](https://ww2.arb.ca.gov/sites/default/files/2023-07/FY22-23_CMIS-STEP-RFA_APPENDIX-C.pdf)
- Planning RFA Appendix C: [https://ww2.arb.ca.gov/sites/default/files/2023-07/FY22-23\\_Planning-RFA\\_APPENDIX-C.pdf](https://ww2.arb.ca.gov/sites/default/files/2023-07/FY22-23_Planning-RFA_APPENDIX-C.pdf)
- Planning/CMIS/STEP RFA Application Guidance: <https://ww2.arb.ca.gov/sites/default/files/2023-07/Application%20Guidance.pdf>

CARB will not answer questions regarding this RFA outside of the Q&A sessions.

## Technical Assistance

The Institute for Local Government, in collaboration with People for Mobility Justice and Fehr & Peers, are the technical assistance providers available to support potential Applicants. The technical assistance providers reached out to each Lead Applicant invited to participate in the Full Phase to begin developing a workplan tailored to the Applicant's needs.

## RFA Errors and Clarifications

This section contains both errors and clarifications identified during the Concept Phase and errors and clarifications identified during the Full Phase. Those identified during the Full Phase are indicated with the word **NEW**.

### CMIS/STEP RFA and Planning RFA

**NEW:** Table 2 on page 8 of the CMIS/STEP RFA and page 7 of the Planning RFA say the Notification of Missing Proof of Eligibility will occur on November 8, 2023 and that the Deadline to Update Proof of Eligibility is on November 10, 2023. This should say that the Notification of Missing Proof of Eligibility will occur on November 7, 2023 and that the Deadline to Update Proof of Eligibility is on November 9, 2023.

The definition for local government on page 10 of the CMIS/STEP RFA and page 9 and 10 of the Planning RFA says, "A local public entity as defined in Section 900.4 of the California Government Code, which includes any local California county, city, district, public authority, public agency, and any other political subdivision or public corporation in the State but does not include the State (e.g., school districts, special districts, local education agencies, councils of governments, air districts, transit agencies, and joint powers authorities)." This should read, "A local public entity as defined in Section 900.4 of the California Government Code, which includes any local California county, city, district, public authority, public agency, and any other political subdivision or public corporation in the State (e.g., school districts, special districts, local education agencies, councils of governments, air districts, transit agencies, and joint powers authorities) but does not include the State."

**NEW:** Page 11 of the CMIS/STEP RFA and page 10 of the Planning RFA say, "Sub- applicants will enter written agreements with the Lead Applicant if their application is selected for funding." This should read, "Sub-applicants will enter into written agreements with the Lead Applicant or another Sub-applicant who has a written agreement with the Lead Applicant if their application is selected for funding."

**NEW:** Page 14 of the CMIS/STEP RFA and page 13 of the Planning RFA say, "Sub- applicants must have written agreements with the Lead Applicant in place for their

work on the project at the time of project implementation and must comply with CARB's Grant Agreement terms alongside the Lead Applicant." This should read, "Sub-applicants must have written agreements with the Lead Applicant **or another Sub-applicant who has a written agreement with the Lead Applicant** in place for their work on the project at the time of project implementation and must comply with CARB's Grant Agreement terms alongside the Lead Applicant."

**NEW:** Page 29 of the CMIS/STEP RFA and page 21 of the Planning RFA say, "After Grant Agreements are executed, Grantees must execute written agreements with each of their Sub-applicants." This should read, "After Grant Agreements are executed, **written agreements must be executed with each of the Sub- applicants.**"

**NEW:** Page 39 of the CMIS/STEP RFA and page 30 of the Planning RFA say, "The Lead Applicant will be notified by CARB by November 8, 2023 and will be required to submit proof that the eligibility requirement has been met by 11:59 pm (Pacific Time) on November 10, 2023." This should read, "The Lead Applicant will be notified by CARB by November 7, 2023 and will be required to submit proof that the eligibility requirement has been met by 11:59 pm (Pacific Time) on November 9, 2023."

#### CMIS/STEP RFA Appendix B and Planning RFA Appendix B

**NEW:** On page B-6 of Appendix B of the CMIS/STEP RFA and page B-5 of Appendix B of the Planning RFA, Question 4 "Concept Phase Application Updates and Confirmation" includes space for updates to "Section 6. Project Community" from the Concept Phase applications. If updates need to be made to the Project Community between the Concept and Full Phases, CARB expects that an updated Project Community map file (shapefile or kmz) will be provided alongside the description of the update. This will enable CARB "to confirm that any updates to the Concept Phase application still meet eligibility requirements." CARB encourages applicants to work with the technical assistance providers on any necessary map updates. If updates need to be made to the Project Community and no updated map file is submitted with the Full Phase application, CARB will request that a map file be submitted as additional documentation, per the process on page 39 of the CMIS/STEP RFA and page 30 of the Planning RFA.

**NEW:** On page B-8 of the CMIS/STEP RFA Appendix B and page B-7 of the Planning RFA Appendix B, Question 6.A should include the following instruction, "**If a particular Sub-applicant or subcontractor has not been identified at the time of application, including mobility providers and vendors, CARB recommends that Applicants describe in the application how that Sub-applicant or subcontractor will be selected.**"

**NEW:** On page B-9 of Appendix B of the CMIS/STEP RFA and page B-8 of Appendix B of the Planning RFA, CARB asks applicants to "Provide documentation of each



Applicant’s commitment to furthering equity and environmental justice.” This should read, “Provide documentation of each Applicant’s commitment to furthering equity and environmental justice. **Documentation may include but is not limited to a description of the organization’s mission or purpose, a resolution or action plan, or a description of relevant past work.**”

**New:** On page B-9 of Appendix B of the CMIS/STEP RFA and page B-8 of Appendix B of the Planning RFA, CARB asks applicants to “Provide documentation and describe the outcomes of past work with Community Partners and representatives.” This should read, “Provide documentation of past work with Community Partners and representatives. **Documentation may include but is not limited to a description of processes and outcomes; testimonials from Community Partners and representatives in Letters of Commitment and Support; press releases or news articles; or examples of deliverables such as outreach and engagement materials, needs assessments, and plans.**” Note that CARB employees, subcommittee members, and board members should not be a source for letters of commitment and support or references.

**NEW:** Question 8 on page B-11 of the CMIS/STEP RFA Appendix B and page B-10 of the Planning RFA Appendix B should state, “**Letters of commitment and support from Sub-applicants with fiscal sponsors should identify and describe the role of the fiscal sponsor. The fiscal sponsor does not need to provide a separate letter of commitment and support.**”

**NEW:** On page B-II-3 of Attachment II: Scope and Timeline Template, sub-task 1.2 includes “participation in the Clean Mobility Equity Alliance.” This should read, “participation in the Clean Mobility Equity Alliance **peer-learning network, including but not limited to attending an annual in-person Clean Mobility Forum, participating in quarterly virtual meetings, and participating in more frequent virtual work groups about applicable topics.**”

#### CMIS/STEP RFA Only

Page 17 of the CMIS/STEP RFA says, “Each CMIS and STEP application must include at least two projects from the categories listed in Tables 4 and 5.” This should read, “Each CMIS and STEP application must include at least two **distinct project types** from the **Example Project Types** listed in Tables 4 and 5.”

In the Full Phase Eligibility Requirements Table 11 of the CMIS/STEP RFA (page 40), one of the requirements says, “For any shared mobility projects, does the average minimum occupancy per vehicle meet the requirements outlined in Table 6 above?” This should read, “For any shared mobility projects, does the average minimum occupancy per vehicle meet the requirements outlined in **Table 7** above?” This same error is on page B-5 in Appendix B, the Full Phase application template, which includes the same table.

## FY 2022-23 Planning, CMIS, and STEP Request for Applications

**NEW:** Page 40 of the CMIS/STEP RFA says, “The minimum score required to be eligible for funding is 70 percent (or 70 points out of 100 points).” This should read, “The minimum score required to be eligible for funding is 70 percent (or 70.7 points out of 101 points).”

### Planning RFA Only

Page 9 of the Planning RFA says, “Indirect costs shall NOT exceed one percent of the total CARB Grant Funds awarded.” This should read, “Indirect costs shall NOT exceed fifteen percent of the total CARB Grant Funds awarded.”

Similarly, page 19 of the Planning RFA includes as an ineligible cost, “Indirect costs in excess of one percent of the total awarded funds.” For the Planning RFA, this should read, “Indirect costs in excess of fifteen percent of the total awarded funds.”

Page 26 of the Planning RFA says, “If all requirements are met (i.e., CARB staff answer “Yes” or “N/A” [not applicable] to each question in Table 8), the application will be scored using the scoring criteria in Table 9.” This should read, “If all requirements are met (i.e., CARB staff answer “Yes” or “N/A” [not applicable] to each question in Table 6), the application will be scored using the scoring criteria in Table 7.”

**NEW:** Page 31 of the Planning RFA says, “The minimum score required to be eligible for funding is 70 percent (or 70 points out of 100 points).” This should read, “The minimum score required to be eligible for funding is 70 percent (or 63 points out of 90 points).”

## Questions & Answers

### Process

#### Q&A Session #1

##### 1. Questions:

- a. Are you able to share the scoring on the concept phase application or any notes specific to our application?
- b. To help us strengthen our application submission, we ask that you kindly provide AVTA's scores for each of the application sections. In addition, we ask that you provide the total scores for all applicants who are eligible for the full phase of the STEP application so we can see our rank relative to other applicants.

Answer: CARB cannot provide information about specific applications while the RFA is open. CARB is exploring what information can be shared on

specific applications during the debriefs that will be offered after the Full Phase of the RFA closes.

2. Question: Given this is a combined CMIS/STEP grant application, we would like to know how CARB will award the CMIS/STEP funds. Your description indicates CARB's intent to award between 2 -4 CMIS and STEP grants in total, but can you clarify whether this means 2-4 CMIS awards and 2-4 STEP awards or just 2-4 combined CMIS / STEP awards?

Answer: Per page 6 of the CMIS/STEP RFA, "CARB expects to fund between two and four CMIS and STEP grants in total. Out of the \$29.65 million available in CMIS and STEP, CARB intends to award \$14.8 million to school-related projects and \$14.85 million to other community projects. However, CARB will also prioritize keeping applications whole where possible. Based on the list of highest-scoring applications, this may mean that a portion of STEP's \$14.85 million will be dedicated to funding required for the highest-scoring CMIS application or vice versa. More details on this approach are provided in the Full Phase Selection Process section [page 45]."

3. Question: Our proposed project serves both school-related projects and community projects. Will the top applicants receive full funding? Alternatively, will CARB entertain partial funding for CMIS/STEP applicants who are not the top applicants?

Answer: Per page 24 of the CMIS/STEP RFA, "CARB will award funds to the applications that meet all eligibility requirements and that score the highest, based on the following priorities:

1. At minimum, award half (approximately \$7.4 million) of CMIS funds to school-related projects and award half (approximately \$7.4 million) of STEP funds to community-based projects.
2. Keep applications whole.
3. Fund down the list, starting with the application that scores the highest until all available funds are awarded.

Based on the list of highest-scoring applications, following these priorities may mean that a portion of STEP's \$14.85 million will be dedicated to funding required for the highest-scoring CMIS application or vice-versa. Projects that move on to the Full Phase are not guaranteed funding.

In the event funding has been awarded to the highest-scoring CMIS and STEP applications so at least half of the CMIS funds and half of the STEP funds are awarded, and the remaining available funds are less than the amount requested in the next highest-scoring application, CARB, in its sole discretion, may offer to fund a portion of the next highest-scoring application, carry the remaining funds forward to the next Fiscal Year, or direct funding to another

project in the Funding Plan. CARB retains the right to remove discrete elements of applications selected for funding that CARB determines to be ineligible or to reduce the scope of an application to use any remaining funds.”

4. Question: Will you be providing the scoring sheet or categories for how you will be scoring the Full Phase applicants?

Answer: The Full Phase scoring criteria are in tables that start on page 41 of the CMIS/STEP RFA and page 32 of the Planning RFA.

5. Question: I’m presuming that this recording will be shared?

Answer: Per page 39 of the CMIS/STEP RFA and page 30 of the Planning RFA, “The questions and answers from the Q&A sessions will be posted on the CARB website three business days after the Q&A session. This date may be extended at CARB’s sole discretion.” Only the Q&A document will be sent via email to all session participants and will be available on the Q&A session’s event page: [Planning, CMIS, and STEP Full Phase Q&A Session #1 | California Air Resources Board](#).

## **Q&A Session #2**

6. Where can we find the answers to the last Q & A session? Can you provide a link in the Zoom chat?

Answer: The Q&A document from Full Phase Q&A session #1 can be found here: [Planning, CMIS, and STEP Full Phase Q&A Session #1 | California Air Resources Board](#).

7. Question: I think I heard you mention an extension. Can I get a little bit more clarification on that?

Answer: CARB has not provided an extension for the Full Phase of the RFA. Full Phase applications are due by 11:59 pm (Pacific Time) on November 3, 2023.

## **Eligible Applicants and Partnership Structure**

### **Q&A Session #1**

8. Question: Are universities eligible to apply?

Answer: Per page 14 of the CMIS/STEP RFA and page 13 of the Planning RFA, institutions of higher education may be eligible as Sub-applicants. Note that per page 38 of the CMIS/STEP RFA and page 29 of the Planning RFA, “Only Lead Applicants that were invited to move on to the Full Phase based on the

outcomes of the Concept Phase will be allowed to submit a Full Phase application.”

9. Question: We have interest in working with People for Mobility Justice for the ultimate project, if awarded, and anticipated formalizing or at least initiating this partnership during the application phase. It seems this could present a conflict for PMJ if they serve as our TA. Are there other organizations providing TA to which we could be assigned? Or other guidance you would suggest?

Answer: Per page 15 of the CMIS/STEP RFA and page 14 of the Planning RFA, “any entity selected to be part of the Statewide Planning and Capacity Building Administrator Project Team or contracted to provide technical assistance for this RFA is not eligible to be a Lead Applicant, Sub-applicant, Community Partner, contractor, or subcontractor in this RFA.” Each applicant has the individual responsibility of identifying its own potential conflicts of interest and disclosing these to CARB. If you are unsure of any potential conflicts, then you should seek the advice of your organization’s legal counsel.

10. Question: In the RFP, it says we do need some kind of agreement or memorandum of understanding (MOU) with the Sub-applicants and Community Partners. Is CARB expecting some kind of payments toward our partners? What are you expecting for those agreements?

Answer: Per page 14 of the CMIS/STEP RFA and page 13 of the Planning RFA, “Sub-applicants must have written agreements with the Lead Applicant in place for their work on the project at the time of project implementation and must comply with CARB’s Grant Agreement terms alongside the Lead Applicant... Community Partners should have a formal agreement, such as a contract or Memorandum of Understanding (MOU) with the Lead Applicant or a Sub-applicant. If appropriate compensation is offered, it must comply with applicable laws.” Page 13 of the Planning, CMIS, and STEP Application Guidance provides more detailed recommendations for incentivizing community engagement and compensating Community Partners.

11. Question: In our application, we’re including a bicycle rebate program. And for our Sub-applicant to provide that bicycle rebate, can we say a consultant is to be determined? Is the micromobility provider something we can choose later?

Answer: Per the clarification in the RFA Errors & Clarifications section above, “If a particular Sub-applicant or subcontractor has not been identified at the time of application, including mobility providers and vendors, CARB recommends that Applicants describe in the application how that Sub-applicant or subcontractor will be selected.”

## **Q&A Session #2**

12. Question: According to page 8 of the Planning RFA, Applicants is a “term used to refer to the Lead Applicant and all Sub-applicants.” We are reading this to mean that Community Partners can be Sub-applicants but are not required to be Sub-applicants. Are Community Partners considered Sub-applicants?

Answer: Community Partners are separate from Sub-applicants. Per page 10 of the Planning RFA, a Sub-applicant is “An entity that enters into a partnership with the Lead Applicant for the purpose of applying for a CARB grant and that is responsible for implementing a project or project elements funded through CARB.” Per page 8 of the Planning RFA, a Community Partner is an entity that “while not responsible for implementing funded projects, serves as a key stakeholder and representative of the Project Community during both development of the application and implementation of funded projects.”

13. Question: If an Applicant qualifies as a 501(c)3 through their fiscal sponsor, does the fiscal sponsor organization need to co-sign the application or a party to the Grant Agreement?

Answer: Lead Applicants cannot use fiscal sponsors. However, Sub-applicants can. Per page 14 of the CMIS/STEP RFA and page 13 of the Planning RFA, “For Sub-applicants, if the community-based organization is an unincorporated nonprofit, they must have a contract with a fiscal sponsor who is tax-exempt with the Internal Revenue Service under Internal Revenue Code Section 501 and tax-exempt under California state law. The fiscal sponsor must be registered in active/good standing with the California Secretary of State to perform financial management and administrative functions on their behalf.” The fiscal sponsor must be listed as a Sub-applicant at the time of application and will be the signatory on sub-agreements since it is serving in the capacity of the qualifying 501(c)(3).

14. Question: Are Sub-applicants party to the Grant Agreement? Is it expected that the agreement between the Sub-applicant and the Grantee includes the Grant Agreement terms as a provision?

Answer: Per page 14 of the CMIS/STEP RFA and page 13 of the Planning RFA, “Sub-applicants must comply with CARB’s Grant Agreement terms alongside the Lead Applicant.”

15. Question: Our applicant/project team is considering a change to the partnership structure, switching role of Sub-applicant and Lead Applicant in order to enable more Community Partnerships and procurement flexibility that we do not have as a public agency.

- a. Does CARB require us to change our Kiteworks registrant/email if the lead applicant contact changes?
- b. We do not believe it would change our proposals' concept phase score but would like to confirm that this would not put us at risk of losing points from concept phase criteria such that our application would be deemed ineligible. Could CARB provide us with our total score or scoring breakdown from the concept phase to confirm final points?
- c. Are there other substantive or technical considerations we should be aware of if we make this change, other than what is outlined in the RFA and Guidelines?
- d. Must we provide a formal notification to CARB, other than in our final Full Phase Application?

Answer: Per page 29 of the Planning RFA, “Only Lead Applicants that were invited to move on to the Full Phase based on the outcomes of the Concept Phase will be allowed to submit a Full Phase application.” New Lead Applicants cannot be brought in. However, please note that the roles designated to the Lead Applicant and Sub-applicants may be modified between the Concept Phase and the Full Phase.

16. Question: We're working with several schools on programs as part of our application. The schools are currently Sub-applicants who also have to adhere to the requirements of the sample agreement. It takes them a long time for their legal departments to review and give their assent to the grant agreement terms, and I'm concerned that they may not be able to do that in the 2 weeks we have left. Am I understanding correctly that they have to have agreed to those terms? And if they can't do it in that time as a STEP Sub-applicant, can they move to Community Partners? I mean, we are partnering with them on programming, which is why it seems appropriate to have them be Sub-applicants. So any guidance you could offer on that would be helpful.

Answer: Per page 14 of the CMIS/STEP RFA and page 13 of the Planning RFA, Sub-applicants “must comply with CARB’s Grant Agreement terms alongside the Lead Applicant.” Per page 3 of the Planning, CMIS, and STEP Application Guidance, “CARB encourages all Applicants to carefully review the Sample Grant Agreement and Task 1 of the Scope and Timeline template to ensure they understand and accept all of the expectations and requirements that come with managing a CARB-funded grant and that they have or have requested the necessary staff, budget, and timeline to meet these expectations.” However, CARB does not require that Sub-applicants agree to the terms and conditions in the grant agreement at the time of application.

17. Question: What do you mean when you refer to a fiscal sponsor? We are thinking of using either one of our Sub-applicants or possibly a foundation that the city has helped to create to be able to simply pay community members, which is difficult,

and even other people who are working on the program in a more extensive way apart from our Sub-applicants because it is so hard to contract. Is that what you would consider to be a fiscal sponsor?

Answer: A fiscal sponsor is mentioned on page 14 of the CMIS/STEP RFA and page 13 of the Planning RFA as a required partner for Sub-applicants that are unincorporated nonprofit community-based organizations. CARB does not have requirements on the methods used to compensate Community Partners, such as the one described in this question.

## Grant Management

### **Q&A Session #1**

18. Question: What will be the process for lead applicants to submit invoices? And how frequently will invoicing occur? Monthly, quarterly? And on top of that are there opportunities for advances?

Answer: Much of the information on payments to Grantees can be found in Appendix C, which is the Sample Grant Agreement. Per page C-17 of the CMIS/STEP RFA Appendix C, “The Grantee shall submit Status Reports 15 days after the end of every third month...Status Reports may be submitted more or less frequently at the discretion of the CARB Project Liaison to align with disbursement requests.” Page C-8 of the CMIS/STEP RFA describes the opportunities and requirements for advance pay for CMIS/STEP grants. Per page C-15 of the Planning RFA Appendix C, “The Grantee shall submit Status Reports 15 days after the end of every sixth month...Status Reports may be submitted more or less frequently at the discretion of the PCB Administrator to align with disbursement requests.” Per page C-9 of the Planning RFA Appendix C, “Grantees cannot request project funds in advance of performing the work or incurring the cost.” If there are any changes in applicable law regarding advance pay, then CARB will address any applicable changes in the grant agreement before it is signed.

19. Question: Looking at Task 1.1, how often should project teams expect to meet with CARB and the administrators? And will these be led by the project teams, CARB, or the administrators?

Answer: Per page B-II-2 of Attachment II: Scope and Timeline Template, sub- task 1.1.2 says, “Check-ins with the Administrator will be held monthly or quarterly, per the Administrator.” Within these bounds, the frequency may vary based on the needs of the project, the stage the project is in, or other considerations. For CMIS/STEP, the Administrator will be CARB. For Planning, the Administrator will be the third-party Statewide Planning and Capacity



Building Project Administrator. Sub-task 1.1.2 goes on to describe the expectations of the Grantee in preparation for and during these check-ins.

20. Question: Can you provide some clarification on what participation in the Clean Mobility Equity Alliance will look like?

Answer: Per the RFA Errors & Clarifications section above, participating in the Clean Mobility Equity Alliance peer-learning network may include but is not limited to “attending an annual in-person Clean Mobility Forum, participating in quarterly virtual meetings, and participating in more frequent virtual work groups about applicable topics.”

### Scope of Work Template

#### **Q&A Session #1**

21. Question: How should deliverables be reflected and included in the scope of work? Do you prefer things like a bullet pointed format as opposed to a narrative format?

Answer: Descriptions of deliverables should be included in the descriptions of the tasks in the Scope of Work. The format is up to the applicant.

22. Question: I see that in the scope of work template, Task 1 for grant management is complete. Are you expecting folks to pretty much copy and paste that for our submission? Or is that just an example?

Answer: Per page B-II-2 of Attachment II: Scope and Timeline Template, “Do not modify Task 1. Task 1 contains general grant management requirements.” Start building out the Scope of Work template with Task 2.

23. Question: Some of the projects/tasks are going to be concurrent. Do you have a recommendation or preference to have them in chronological order?

Answer: The order of the tasks is up to the applicant.

### Budget Template and Costs

#### **Q&A Session #1**

24. Question: I understand that the budget should mirror the tasks in the work plan. My understanding is that in the budget, you want us to itemize how much budget is associated with each subtask. Is that also true for Task 1? How do I do that if, for example, I have a quarter of a full-time equivalent set aside for grant management?

Answer: The Budget Details tab of Attachment III: Budget Template is divided up by sub-task for all tasks except for Task 1. Applicants do not have to itemize the budget for the sub-tasks under Task 1.

25. Question: For the other tasks where we have, let's say, a part of our project is construction related, and a lot of the costs are more in terms of materials and supplies and not in terms of a task. How would you recommend we do something like that? Or even if there's fare subsidies, that's not a task per se. That's just the cost.

Answer: Costs that are not for labor should be captured under the column "Direct Costs (non-labor)" in the Budget Details tab of Attachment III: Budget Template. Non-labor costs should be included under the sub-task that is most applicable to that cost. For example, for a sub-task that is to provide subsidies, the cost of those subsidies may be included as a non-labor cost within that sub- task.

26. Question: This is regarding the budget spreadsheet, on the third tab where it has budget details. One of the tasks that I have has multiple subtasks, and it's actually more than the 5 subtasks that seem to be allowed in the template. I'm trying to add at least one of my tasks that has more than 5 sub tasks, and I'm unable to add another line. So I'm reaching out to figure out what I could do for that.

Answer: CARB purposefully provided space for at most 5 sub-tasks per task in the Budget Details tab of Attachment III: Budget Template. Applicants must determine how to divide up the sub-tasks within the tasks to include at most 5 sub-tasks per task.

## **Q&A Session #2**

### **27. Questions:**

- a. The RFA requires that at least 5% of the total proposed budget be allocated to Data Collection, Evaluation, and Reporting. Are these activities captured by Task 1 provided by CARB? Are there any other tasks that you would consider relevant that should be included in that calculation?
- b. Where do you want the 5% of total budget for program evaluation to be captured in the budget? Should it be its own task?

Answer: Page 30 of the CMIS/STEP RFA and page 22 of the Planning RFA describe the expected data collection, evaluation, and reporting activities. These activities may be captured under Task 1.5 "Project Records" in the Planning, CMIS, and STEP Appendix B Attachment II. Applicants may choose to include other tasks and budget for activities they deem relevant to meeting the expected data collection, evaluation, and reporting activities

described in the RFA or that they deem necessary for successful project implementation. However, do not double-count, over-bill, or double-bill.

28. Question: The budget template asks about the costs associated with projects located within disadvantaged or low-income community census tracts within the Project Community. Is this 100% if the entire project area falls in this designation? If a sub-applicant of the project is not a local organization, does this alter the percentage, even if activities are in the Project Community?

Answer: This request is related to whether the application meets the following eligibility requirement from page 40 of the CMIS/STEP RFA: “Does more than 50% of the total proposed budget fund projects located within disadvantaged or low-income community census tracts within the Project Community?” This is based on the location of the projects – not the location of the Sub-applicants.

29. Question: Please clarify if the following costs associated with community engagement activities are eligible for CARB planning funds: childcare, food and beverage, stipends. I noticed different information in the application guidance and the RFA section on ineligible costs.

Answer: Per pages 18 and 19 in the Planning RFA, costs that are ineligible include childcare-related costs and food and beverages. Per page 18 of the Planning RFA, eligible costs include, “Salaries, wages, and stipends for staff and residents dedicated to the project (excluding bonuses, profit sharing, or anything not otherwise allowed by applicable laws).” Per page 13 of the Application Guidance, “CARB funds may be used to pay for some of the recommendations, but CARB funds may not be used to pay for childcare- related costs, food and beverages, general meetings that do not specifically discuss or advance implementation of the CARB-funded projects, or any of the other costs listed as ineligible in the CMIS and STEP RFA. CARB recommends that Grantees use resource contributions to fill the funding gaps that CARB funds cannot fill.”

30. Question: I see that there is no match funding requirement, however will providing match funding positively affect the scoring, or on the other hand will not providing match funding negatively affect the scoring?

Answer: Applications will be scored based on the scoring criteria identified in the RFA. Match funding (i.e., resource contribution) is not included in the scoring criteria.

31. Question: What expenses are included in their definition of indirect costs (and thus capped at 15% of total project budget)? The budget template states that all labor-related overhead and fringe benefits are excluded from this cap. However,

there is no further description of what those labor-related overhead costs may include for us to reconcile that our overheads are all allowable.

Answer: Page 9 of the Planning RFA includes a definition of indirect costs. CARB does not have a definition of labor-related overhead and fringe benefits beyond what is included in the budget template.

32. Question: One of our sub-applicants wants to hire a consultant to help us meet a program objective they are leading. We support this. Should this cost be included in the budget we have allocated for that sub applicant with a note in the budget? Should we note this in the narrative as well?

Answer: Applicants should provide all the information they think CARB will need to understand how the project will be implemented, to account for all budget needs, and to help CARB accurately score the application.

## Letters of Commitment and Support

### **Q&A Session #1**

#### 33. Questions:

- a. Should the Lead Applicant submit a Letter of Commitment?
- b. For the STEP application – Question 6, Appendix B: what do you mean by each applicant? Is it each lead or lead and co-applicants?

Answer: Per page B-11 of Appendix B of the CMIS/STEP RFA and page B- 10 of Appendix B of the Planning RFA, Applicants must “provide a letter of commitment and support from each Applicant.” Per page 9 of the CMIS/STEP RFA and page 8 of the Planning RFA, Applicants is a “term used to refer to the Lead Applicant and all Sub-applicants.”

34. Question: I'm hoping you can clarify the letters of support and commitment. Who should we be soliciting those from? Only organizations that are contributing in some way to the project?

Answer: Per page B-11 of the CMIS/STEP Appendix B and page B-10 of the Planning Appendix B, “Letters of commitment and support from Community Partners, as well as from entities that are necessary for planned projects to be implemented in the long-term, such as elected officials, electrical utilities, and government entities that own the right-of-way, are encouraged.” Per Table 12 of the CMIS/STEP RFA and Table 9 of the Planning RFA, CARB will be using the letters of commitment and support to score the partnership structure and long- term sustainability of the projects in the application. NOTE: CARB employees, officers, board members, advisory groups, and subcommittee members are

NOT to provide letters of commitment, letters of recommendation, or references.

35. Question: In regard to the letters of support from groups who are not Sub- applicants, is there a particular format or template that they need to follow? Like does it have to be similar to the format that Sub applicants have to use? Or can it be kind of any format?

Answer: Attachment I: Letters of Commitment and Support Template is meant to be a resource for any letter of commitment and support but is not required to be used if the format does not meet the needs of the applicant, particularly for letters that are not from Sub-applicants.

36. Question: At least the Planning RFA says that members of CARB advisory groups cannot provide a letter of support. It doesn't identify who the members of the CARB advisory groups are. I'm interested in possibly getting a letter of support from another State agency. So how could I figure out if the State Agency is part of an advisory group or not?

Answer: Per page 15 of the CMIS/STEP RFA and page 13 of the Planning RFA, "Members of CARB advisory groups...cannot provide letters of support or references." All members of CARB advisory group should be aware of this requirement. CARB recommends asking the person that the applicant is interested in getting a letter of support from about whether they are on a CARB advisory group.

## **Q&A Session #2**

37. Question: Do the letters of support need to state any type of commitment from the person who is providing the letter? Or can they just provide general support of our application and our project? I see the template has if applicable. So that means any resource contribution is not required. Is that correct?

Answer: Page B-11 of the CMIS/STEP RFA Appendix B and page B-10 of the Planning RFA Appendix B instructs Applicants to, "Provide a letter of commitment and support from each Applicant. Use the Letters of Commitment and Support Template (Attachment I) to ensure that all necessary topics are covered. Letters of commitment and support from Community Partners, as well as from entities that are necessary for planned projects to be implemented in the long-term, such as elected officials, electrical utilities, and government entities that own the right-of-way, are encouraged." The contents of letters from Applicants versus letters from Community Partners and other supporters may differ. While Attachment I may be a useful tool in both cases and does include "if applicable" language to identify content that may not be relevant in

all letters, it is not required to be used if the format does not meet the Applicant's needs.

38. Question: For the letter of commitment, can it come from the unincorporated organization or does it have to come from the fiscal sponsor?

Answer: Per the RFA Errors & Clarifications section above, page B-11 of the CMIS/STEP RFA Appendix B and page B-10 of the Planning RFA Appendix B should state, "Letters of commitment and support from Sub-applicants with fiscal sponsors should identify and describe the role of the fiscal sponsor. The fiscal sponsor does not need to provide a separate letter of commitment and support."

#### Full Phase Application (Other)

##### **Q&A Session #1**

39. Question: Is there a word/character count limit on the SOW/Timeline?

Answer: CARB has not provided a word or character count limit for the scope of work and timeline.

40. Question: Can a Full Phase proposal/application increase their funding request by as much as \$750,000?

Answer: CARB has not provided any limits to what changes can be made between the Concept and Full Phases of the RFA. Please note however that, per page 39 of the CMIS/STEP RFA and page 30 of the Planning RFA, "If updates made to the Concept Phase application result in an application that would not have proceeded to the Full Phase application, per CARB's discretion, the Full Phase application will not be scored."

41. Question: What type of documentation do you want for this question: Provide documentation and describe the outcomes of past work with Community Partners and representatives?

Answer: Per the clarification above, "Documentation may include but is not limited to a description of processes and outcomes; testimonials from Community Partners and representatives in Letters of Commitment and Support; press releases or news articles; or examples of deliverables such as outreach and engagement materials, needs assessments, and plans."

42. Question: When filling out the application and there is a character count limit— does that include spaces or not?

Answer: The character count limits included in the application templates do count spaces as part of the limit.

## **Q&A Session #2**

43. Question: Can you please tell me if there is a required font type and size for the Word documents (Scope of Work)?

Answer: CARB has no requirements regarding font type or size.

44. Question: What type of documentation is expected for question 6B, “Provide documentation of each Applicant’s commitment to furthering equity and environmental justice”?

Answer: Per the RFA Errors & Clarifications section above, Question 6.B in both Planning and CMIS/STEP Appendix B should include: “Documentation may include but is not limited to a description of the organization’s mission or purpose, a resolution or action plan, or a description of relevant past work.”

45. Question: Does “Applicants” in question 6 only refer to Lead Applicants and Sub-applicants, NOT community partners?

Answer: Per page 9 of the CMIS/STEP RFA and page 8 of the Planning RFA, Applicants is a “term used to refer to the Lead Applicant and all Sub- applicants.”

46. For the question regarding documenting the applicants’ work on equity and environmental justice, do you want documentation for each applicant’s past equity/EJ work or documentation of applicants/community partners working together on equity/EJ programs?

Answer: The question on page B-9 of the CMIS/STEP RFA Appendix B and page B-8 of the Planning RFA Appendix B reads, “Provide documentation of each Applicant’s commitment to furthering equity and environmental justice. Describe each Applicant’s relationships with Community Partners and representatives. Provide documentation and describe the outcomes of past work with Community Partners and representatives.” Both documentation of Applicant’s past equity/EJ work and of Applicants’ and Community Partners’ past equity/EJ work together are applicable.

47. Question: Passing around one signature page (specifically, page B-17 of the application template) is inconvenient when needing to collect signatures from multiple sub-applicants. Would CARB accept individual signature pages from each sub-applicant, which we can then merge into a single document and attach with our application?

Answer: Yes.

48. One of our sub-applicants is a University of California (UC). Due to its bureaucracy, it is challenging to obtain the UC's signature at this stage in the process. In this case, would it be acceptable to specify the authorized signatory for the UC and include a note stating "see attached letter of commitment" on the signature line? We intend to provide a packet with a letter of commitment from the UC Davis Office of Research.

Answer: The Lead Applicant and each Sub-applicant must sign the Declarations and Attestations section of Appendix B to meet the eligibility requirement on page 40 of the CMIS/STEP RFA and page 31 of the Planning RFA, "Have all sections of the Application Template been completed and does the application include all required components listed in the Application Checklist in the Full Phase Application Template?"

49. How do you want the signatures provided for the Declaration and Attestations?

Answer: CARB does not require a wet ink signature or formal digital signature.

#### Other

#### **Q&A Session #1**

50. Question: Does STEP award indirect costs to institutions (47% of the direct cost amount)?

Answer: Per page 10 of the CMIS/STEP RFA, "Indirect costs shall NOT exceed one percent of the total CARB Grant Funds awarded." Note that this is using the specific definition of indirect costs from the RFA and may or may not align with other entities' definition of indirect costs.

51. Question: Does CARB have guidance on how a jurisdiction can procure a sole source agreement with a new shared micromobility provider who is a proposal co- applicant?

Answer: CARB does not have guidance on sole source agreements at this time but encourages applicants to work with their technical assistance providers to explore these types of questions. CARB may be able to connect awardees with existing grantees that have used this approach once awardees have been selected. The Clean Mobility Options program does have a [Contract and Procurement](#) Guide that may be helpful to refer to, particularly for actions that will need to be taken after awardees are selected and grant agreements are executed.



52. Question: Can we provide CARB STEP funded services, outreach and education to non-citizens, undocumented immigrants?

Answer: CARB is unable to provide guidance on issues pertaining to immigration status. Please consult with your legal counsel for assistance. CARB has not expressly called out any such limitations in the RFA and would not be able to comment on an application proposal in advance of an application submission.

53. Question: I'm talking about the STEP implementation, not planning, application. It lists that we can only have a maximum total of one % be indirect cost. I just wanted to get a clarification because we also heard from the technical assistance team, and they told us that it was a typo and that it was supposed to be 15%.

Answer: Per the RFA Errors & Clarifications section above, that error is specific to the Planning RFA. For CMIS/STEP, "Indirect costs shall NOT exceed one percent of the total CARB Grant Funds awarded."

54. Question: I'm not trying to belabor the issue, but I have a little bit of concern. Early on we asked, you know, our project's relatively small, and I believe that we were given the guidance that, no matter how small we should apply. And I'm looking back on page 6 of the RFA that does say that no matter how small in the first paragraph. If we have a small project, is it going to only be scored on its merits? It doesn't matter that it's being scored against the multi-million-dollar project, correct? It's quite possible that if you got a bunch of projects that were only half a million and they scored high, you could do a lot more than you think?

Answer: CARB's estimate that between 2 and 4 CMIS/STEP applications will be awarded is based on the average size of the current CMIS and STEP grants.

Awarded funding is not limited to between 2 and 4 applications. The CMIS/STEP Full Phase applications will be scored based on the scoring criteria included in Table 12 of the CMIS/STEP RFA. Per page 45 of the CMIS/STEP RFA, "CARB will award funds to the applications that meet all eligibility requirements and that score the highest," based on the priorities and process described on the rest of that page.

## **Q&A Session #2**

55. Question: Are we able to get our score on our "concept" application?

Answer: CARB cannot provide information about specific applications while the RFA is open. CARB is exploring what information can be shared on specific applications during the debriefs that will be offered after the Full Phase of the RFA closes.

56. Question: Is there a way that you could get the information about eligibility requirements and the application completion and processes to me?

Answer: All information on eligibility requirements and application process can be found in the RFA.

57. Question: If a project has a Lead Applicant and two Sub-Applicants, is it acceptable/allowable for Sub-Applicant #1 to execute an agreement with the Lead Applicant and Sub-Applicant #2 execute an agreement with Sub-Applicant #1 only. Or do both Sub-Applicants need to execute an agreement with the Lead Applicant directly?

Answer: Per the RFA Errors & Clarifications section above, page 29 of the CMIS/STEP RFA and page 21 of the Planning RFA should read, "After Grant Agreements are executed, written agreements must be executed with each of the Sub-applicants." CARB does not require the written agreements be executed with the Grantee as opposed to another Sub-grantee.

58. Question: Regarding "incentives" – is there guidance on allowed incentives? For example, if gift cards are given after an outreach event, is there a maximum amount? Would a \$25 Starbucks or Visa card awarded in a drawing after an outreach event be allowed?

Answer: Per page 25 of the CMIS/STEP RFA and page 20 of the Planning RFA, funded outreach and engagement activities must "Appropriately compensate community residents for their expertise and information provided when participating in engagement activities." All other guidance on incentives from CARB starts on page 13 of the Planning, CMIS, and STEP Application Guidance. The purpose of such incentives is to incentivize engagement, so CARB encourages applicants to work with community residents and representatives to create an incentive structure that will efficiently and effectively achieve this purpose.

59. Question: I have a question about the grant activities timeline. Just wanted to clarify if the if the STEP grant has any prescriptions on when must grant activities wrap up and how long we have to implement the activities that are funded by the grant?

Answer: Per page 8 of the CMIS/STEP RFA, the grant term must end by and the final report and final disbursement request deadline is March 15, 2027.

60. Question: The sample agreement (item 28) requires the Grantee to comply with a number of specific insurance requirements. Our City is self-insured and does not purchase commercial insurance, so it can't meet many of these requirements, including provide a certificate of insurance that demonstrates the required levels

of insurance as described in 28.2. Would it suffice for us to provide a self- insurance letter and a letter of credit as required in 28.1e: "If the Grantee is self- insured for a portion or all of its insurance, review of financial information including a letter of credit may be required." We will require our microtransit operator to carry the insurance specified and to name City and State as additionally insured.

Answer: CARB does require that Grantees meet the insurance requirements described in Appendix C. CARB cannot confirm exactly what insurance documentation will be sufficient until we review the available documentation in this case. In the past, we have had self-insured Grantees that have been able to provide sufficient proof that they meet the agreement's insurance requirements. CARB does not require proof of insurance at the time of application and will work with the selected awardees and the State's Department of General Services to determine what proof is necessary.

61. Question: The City is planning to purchase EVs for our microtransit service and lease them (at a token fee) to its service operator. This is one of several steps we are taking to help improve the sustainability of the program. The RFA indicates that leasing vehicles for a microtransit service is permitted, but it's not clear if leasing vehicles to a microtransit service operator is. Can you please confirm that this is permitted?

Answer: CARB has no requirements about how vehicles may be procured or leased to be part of a microtransit service operation.

62. Question: We want to collaborate with our community on the design of the microtransit service, including potentially revising the boundaries of the service *within the STEP program area (which is more than 80% low-income or low-income and disadvantaged)*. We understand prior awardees were able to do this with CARB support. Can we assume the same this round?

Answer: The definition of the Project Community is on page 11 of the CMIS/STEP RFA. The Project Community boundary is not meant to indicate specific project locations or service area boundaries. CARB's only requirement for project locations is, per page 13 of the CMIS/STEP RFA, that "at least 50 percent of the total proposed budget must fund projects located within the low-income and disadvantaged community census tracts in the Project Community."

63. Question: I'm seeing many emails from different sectors of office of energy. It is the first time I am presenting new renewables and technologies over web applications, especially for emerging applications. My question is, I am in Canada in Toronto – should I have a US partner to apply for any program for new technologies, for transportation, but not only for transportation?

Answer: This Q&A session is specific to the Full Phase of the Planning, CMIS, and STEP RFA and CARB cannot speak to requirements or recommendations for other programs in this session. Information about eligible applicants for Planning, CMIS, and STEP starts on page 13 of the CMIS/STEP RFA and page 12 of the Planning RFA.