California Satellite Methane Project (CalSMP): Community Engagement Subgrants

Solicitation released: November 10, 2026

Central California Asthma Collaborative

California Climate Investments
Cap and Trade Dollars at Work

California Air Resources Board

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Background

California has recognized the urgency of addressing the climate crisis and has set ambitious goals including SB 32, which calls for greenhouse gas reductions to be below 1990 levels by 2030. Additionally, SB 1383 targets reducing methane emissions to 40 percent below 2013 levels by 2030 and AB 1279 sets a goal of carbon neutrality and reducing greenhouse gas emissions to 85 percent below 1990 levels by 2045.

Methane is a potent greenhouse gas (GHG) – more than 80 times more effective at trapping heat than carbon dioxide over a 20-year period - and is responsible for more than 25 percent of current global warming. It is emitted from sources such as oil and gas operations, landfills, and agriculture, among others.

Between 2016 and 2021, CARB partnered with NASA's Jet Propulsion Laboratory to conduct aerial methane surveys across California. These surveys, while limited, demonstrated the value of remote sensing and laid the groundwork for satellite-based detection. In 2022, California dedicated $100 million through the State Budget to acquire satellite methane plume data and an additional $5 million to support community capacity building and engagement with that data.

Through a competitive Request For Proposal process, CARB selected Carbon Mapper to provide ongoing, high-resolution satellite imagery of methane plumes in key areas of California. This technology is cutting-edge, greatly expands our understanding of methane emissions, and supports the State's regulations by detecting methane sources that may be leaking. CARB started receiving satellite data in mid-2025.

Satellite-based detection enables near-real-time responses, faster than traditional periodic inspections. These early interventions reduce emissions, promote infrastructure safety and may protect public health. Methane is non-toxic, and the concentration and conditions needed for it to pose a safety risk are rare. However, other pollutants may be emitted alongside methane, raising important questions about potential health impacts of the co-pollutants associated with methane plumes. The potential for health impacts is affected by a number of factors, including the type of co-pollutants, which vary by source, their concentration, how they disperse, and an individuals' exposure. CARB is considering ways to improve our understanding of the potential presence and impacts of these co-pollutants in methane plumes.

Project Objectives and Vision

This competitive Solicitation seeks to select a dozen or more community-based organizations (CBOs), as defined in the Definitions section, to perform and support community engagement related to CalSMP. The goal of this project is to bridge the gap between technical satellite methane data and meaningful, community-driven engagement. A total of $3,167,000 in subgrants is available to CBOs across California through this Solicitation.

CBOs selected for CalSMP Community Engagement Subgrants (CES) will develop and implement community engagement projects, including, but not be limited to:

- Creating and disseminating source and community-specific educational materials about methane emissions and their potential impact on the community (e.g., written content,

videos, short-form media).

- Hosting educational events with local residents and stakeholders that focus on methane sources, emissions, and health or climate impacts.
- Gathering community feedback on CARB resources, such as the CalSMP Dashboards.
- Developing recommendations for informing communities when a methane plume is detected near a community and providing updates on the status of the leak and mitigation.
- Developing communication pathways for community members to suggest new areas for CalSMP program focus.
- Participating in statewide CalSMP CES CBO work groups to share best practices and lessons learned.

Through these efforts, this Solicitation seeks not only to inform communities about methane emissions but also to empower them to shape how this data is communicated and acted upon. CARB aims to build long-term community capacity to engage with emerging technologies and ensure that CalSMP's monitoring and mitigation strategies reflect local input. Ultimately, this initiative will help ensure that satellite-based methane detection translates into real-world benefits: reduced emissions and healthier communities.

Available Funding

Methane sources in California are not evenly distributed across the state. The San Joaquin Valley (SJV) contains the highest concentration of oil and gas operations as well as agricultural sources, while the largest landfills tend to be located near major population centers, such as the South Coast and the San Francisco Bay Area (SFBA). In recognition of these geographic patterns, allocation of CalSMP CES has been divided into three regions.

- Region 1: San Joaquin Valley ($1,583,000)
- Region 2: Northern California ($792,000)
- Region 3: Southern California ($792,000)



A minimum of six (6) CBO subgrants will be awarded in the San Joaquin Valley, three (3) in Northern California and three (3) in Southern California.

Funding allocations among CBOs will be proportional to the scale and scope of each Sub-Grantee's proposed work. All proposals must specify the region(s) of focus.

The Grant Term for the Grant Agreement between the CalSMP CES Administrator (Central California Asthma Collaborative, CCAC) and the Sub-Grantee will begin from the date of full grant execution through January 31, 2029. CCAC and CARB retain the option to extend the Grant Agreement term and funding if future funding becomes available. The Sub-Grantee understands and agrees that there is no guarantee that additional CARB funds will be awarded or that the Grant Agreement will be extended.

Timeline

During the Solicitation period, CCAC will provide office hours during which CBOs can schedule time to ask questions about the Solicitation. CCAC will also host a Question and Answer (Q&A) session to review and answer questions about the Solicitation (see *Application Support* below for details).

CCAC must receive complete applications by **11:59 pm (Pacific Time) on December 18, 2026.**

Grant Agreements must be fully executed by the Sub-Grantee and CCAC no later than April 31, 2027. The Sub-Grantee must plan all work to be completed (including a Final Report) and all final disbursement requests for reimbursement to be received by CCAC no later than January 31, 2029, to ensure adequate time for processing prior to the end of the fiscal year. All grant funds must be expended within the Grant Term of April 1, 2027, through January 31, 2029.

Timelines are subject to change at CCAC and/or CARB's sole discretion.

Milestone	Date	Time (Pacific Time)
Release of Solicitation	November 10, 2026	N/A
Q&A Session Questions Submitted By	November 16, 2026	No later than 5:00 pm
Applicant Q&A Session	November 23, 2026	2:00 – 3:30pm
Final Written Q&A Responses Posted	December 7, 2026	N/A
Application Deadline	**December 18, 2026**	**11:59 pm**

Milestone	Deadline
Preliminary Sub-Grantee selection	February 1, 2027
Draft Grant Agreement to Sub-Grantee	February 18, 2027
Draft Grant Agreement returned to CCAC	March 1, 2027
Grant Agreement Ready for CARB Final Review	March 15, 2027
Grant Agreement Executed & Grant Term Starts	April 1, 2027
Draft Final Report to CCAC	December 31, 2028
Grant Term Ends (Final Report & Disbursement Request Deadline)	January 31, 2029

Definitions

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

Applicant: The nonprofit organization or tribal government that is responsible for leading the development of the application under this Solicitation. The applicant becomes the Sub-Grantee if their application is selected for funding under this Solicitation. Within this Solicitation the titles Applicant and Sub-Grantee are interchangeable.

Community-based organization: A grassroots-level, nonprofit organization (as defined below) that is place-based and representative of a community or significant segments of a community and provides educational or related services to individuals or other organizations in the community. Community colleges that are part of The California Community Colleges[1] and demonstrate active community participation in disadvantaged communities may also be considered as equivalent to community-based organizations for purposes of subgrant awards.

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, and taxes (real and personal) are not reimbursable as direct or indirect costs for this grant.

Allowable costs are paid on a reimbursement basis except where all advance pay requirements have been satisfied as set out in this Solicitation.

Disadvantaged community: Areas that experience disproportionate amounts of pollution, environmental degradation, and socioeconomic and public health conditions, identified as disadvantaged by the California Environmental Protection Agency per SB 535. Disadvantaged communities include: 1) the top 25 percent of census tracts in CalEnviroScreen version 4.0 or later; 2) census tracts lacking overall scores in CalEnviroScreen version 4.0 or later due to data gaps but receiving the highest five percent of CalEnviroScreen version 4.0 or later Pollution Burden composite scores; 3) census tracts identified in 2017 as disadvantaged regardless of their scores in CalEnviroScreen version 4.0 or later; and 4) lands under the control of federally recognized tribes.

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.

[1] https://www.cccco.edu/

Profits, profit sharing, shareholder interest, and taxes (real and personal) are not reimbursable as direct or indirect costs. Indirect costs shall not exceed five (5) percent of the total CARB Grant Funds awarded. Allowable costs are paid on a reimbursement basis except where all advance pay requirements have been satisfied as set out in this Solicitation.

Nonprofit organizations: 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 Solicitation, 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.

Eligibility

This competitive Solicitation is open to California tribal government and community-based organizations with expertise in effective outreach to underserved communities and/or expertise in methane emission sources. Specific requirements for the Sub-Grantee are described in this Solicitation.

Eligible applicants must meet all applicable requirements of State laws and regulations, the *2024 Funding Guidelines* for agencies that administer California Climate Investments, and this Solicitation. To be considered for the subgrant award, applicants must fully complete the Application and be in good standing with the Franchise Tax Board and Internal Revenue Service, which means (1) the organization's federal tax-exempt status has not been revoked by the Internal Revenue Service;[2] (2) the organization's tax-exempt status in California has not been revoked by the California Franchise Tax Board;[3] and (3) the organization is not prohibited from soliciting or operating in the State by the California Attorney General. CCAC may request clarification regarding application responses during the application review process.

Scope of Work

Approved scope of work tasks are subject to change at CCAC and/or CARB's sole discretion.

Task 1: Grant Management
This Task is required for all CBOs applying for a CalSMP CE Subgrant. The Applicant will manage the Subgrant according to the terms and conditions of the fully executed Grant Agreement and this Solicitation. The Sub-Grantee's administrative duties include, but are not limited to:

1. Kick-off meeting with the CCAC CalSMP CES team to clarify roles and responsibilities,

[2] Revocations of 501(c)(3) determinations | Internal Revenue Service
[3] https://www.ftb.ca.gov/file/business/types/charities-nonprofits/revoked-entity-list.html

discuss timelines, and outline expectations for project deliverables and procedures.
2. Regular coordination with CCAC (and CARB as needed). Sub-Grantee must meet with CCAC's CalSMP CES team at least once a month. The frequency of these meetings may increase based on need and mutual agreement between CCAC and the Sub-Grantee.
3. Establish and maintain accurate and detailed project records for each aspect of implementation.
4. Prepare project quarterly reports, beginning three months after the Grant Agreement is executed. Reports must contain at minimum: Sub-Grantee task progress; summary of data collected to date; any educational materials in progress or developed; important challenges and barriers with the overall implementation of the project; and lessons learned. Draft quarterly reports must be submitted for review and approval by CCAC.
5. Develop the Draft and Final Report, in coordination with the CCAC CalSMP CES team, that comprises a user-friendly and comprehensive assessment of the activities conducted as part of the Grant. A Draft Report must be submitted at least three months before the project end date for CCAC review and approval. Recommendations and lessons learned in the report will be used to assess potential methods for informing communities when a methane plume is detected and to improve communication and use of satellite methane data for communities.
6. Document and track expenditures of Grant Funds. Expenditures must be reported to CCAC at least quarterly, with more frequent reporting as needed. Sub-Grantee is responsible for submitting invoices to receive payments associated with expense reports.

Task 2: Local Community Engagement (LCE)

This Task is required for all CBOs applying for LCE subgrants (see section E of the Application for a description of subgrants). The deliverables of this task include, but are not limited to:

1. Creating and disseminating source and community-specific educational materials about methane emissions and their potential impact on the community (e.g., written content, videos, short-form media)**
2. Hosting educational events with local residents and stakeholders that focus on methane sources, emissions, and health or climate impacts**
3. Gathering community feedback on CARB resources, such as the CalSMP Dashboards
4. Developing recommendations for informing communities when a methane plume is detected and providing updates on the status leak mitigation
5. Developing a pathway for community members to suggest new areas for CalSMP program evolution

**Note: Deliverables for subtask 2.1are subject to CCAC and CARB review. Subgrantees should ensure materials have adequate time for CCAC and CARB review before planned dissemination. Materials under review by CCAC and CARB shall not be posted or disseminated until approved.

Task 3: Source-specific Content Experts (SSCE)

This Task is only required for CBOs applying for SSCE subgrants (see section E of the Application section E for description of subgrants). The deliverables of this task include, but are not limited to:

1. Creating content and materials for a specific methane source (e.g. upstream oil and gas infrastructure).**
2. Sharing materials and educating CalSMP CES CBOs engaging communities near this methane source category.**
3. Compiling community-specific outreach materials related to this methane source

category.**

**Note: Deliverables for subtasks 3.1-3.3 are subject to CCAC and CARB review. Subgrantees should ensure materials have adequate time for CCAC and CARB review before planned dissemination. Materials under review by CCAC and CARB shall not be posted or disseminated until approved.

Task 4: Regional CBO Coordination (RC) in Kern County

This Task is only required for CBOs applying for the RC (Kern County) subgrant (see section E of the Application section E for description of subgrants). The deliverables of this task include, but are not limited to:

1. Educating CalSMP CES CBOs in Kern County about local methane sources and existing community engagement efforts.**
2. Providing source-specific expertise and materials to CalSMP CES CBOs conducting community engagement in Kern County.**
3. Coordinating outreach activities among CalSMP CES CBOs conducting community engagement in Kern County.

**Note: Deliverables for subtasks 4.1-4.2 are subject to CCAC and CARB review. Subgrantees should ensure materials have adequate time for CCAC and CARB review before planned dissemination. Materials under review by CCAC and CARB shall not be posted or disseminated until approved.

Task 5: Special Project (SP)

This Task is only required for CBOs applying for SP subgrants (see section E of the Application section E for description of subgrants). The deliverables of this task shall be developed by the CBO and include activities outside the scope of Tasks 2-4 above.

1. *Special Projects* will include activities beyond the scopes for Local Community Engagement (LCE), Source-specific Content Experts (SSCE) and Regional Coordination (RC), as described in Tasks 2-4 above.
2. An example of a Special Project may include community assessment and engagement related to a local methane source (site) with minimal historical plume observations, but documented community concerns associated with emissions from the site.

**Note: Deliverables for subtasks 5.1-5.2 are subject to CCAC and CARB review. Subgrantees should ensure any materials to be utilized for this task have adequate time for CCAC and CARB review before planned dissemination. Materials under review by CCAC and CARB shall not be posted or disseminated until approved.

Task 6: Statewide CalSMP CES Coordination

This Task is required for all Sub-Grantees. The deliverables of this task include, but are not limited to:

1. Participating in statewide CalSMP CES CBO work groups to share best practices and lessons learned.
2. Attending statewide meeting(s) hosted by CCAC and/or CARB to share CalSMP CES experiences.

Application Instructions

Applications must be accurate, brief, and clear. CCAC recommends that all submitted files be clearly labeled and include the Applicant name and corresponding application

attachment numbers (Attachment 1-5). Do not include any personally identifiable information in the application, such as home addresses, personal phone numbers, or personal email addresses. Business addresses, phone numbers, and email addresses are required.

Complete Applications, including required Attachments (Work Plan, Budget, Staff Credentials, Letters of Support, Application Checklist), must be submitted electronically via the CalSMP Community Engagement Subgrant online portal at communitymethane.org. No emailed, faxed, mailed, or hand-delivered applications will be accepted. Applicants must submit the complete application by 11:59 pm (Pacific Time) on December 18, 2026 (the Application Deadline). Incomplete applications will not be reviewed. It is the Applicants responsibility to ensure the Application and associated Attachments are complete and submitted by the deadline.

Communications regarding this Solicitation will be conducted by email. CCAC is not responsible or liable for email communications that do not make it to the intended destination. All communications regarding a submitted application must come from the applicant.

CCAC will send a confirmation email to each applicant within 24 hours of receiving the electronic version of the application or on the next business day. Email is not instantaneous. Applications received after the application deadline will be rejected and not scored.

All information and data submitted as a response to this Solicitation are the property of CARB and will become a public record.

Applicant Support

CCAC will host one-on-one *office hours* during which potential applicants can ask questions about the Solicitation. Office hours can be conducted in English or Spanish. Office hours can be scheduled online at communitymethane.org. CCAC will also host an Applicant *Q&A session* during which staff will review the Solicitation and be available to answer clarifying questions regarding the Solicitation process, including eligibility, scope of work and other related questions. The Q&A session will be available in English and Spanish.

Applicant Q&A Session:

Date: Monday, November 23, 2026

Time: 2:00 – 3:30 pm (English)

Time: 4:00 – 5:30 pm (Spanish)

Register for the Q&A Session at communitymethane.org. A call-in number will be provided in addition to a Zoom link after registration.

The Q&A session will be open to all interested prospective applicants. Participation in this meeting is optional but encouraged. Written questions submitted before the Q&A session will be given priority. Written questions should be sent to

support@communitymethane.org by 5:00 pm (Pacific Time) on November 16, 2026. Staff will only respond to questions regarding this Solicitation during the Q&A session and scheduled office hours.

The Q&A session questions and answers regarding this Solicitation will be posted online (communitymethane.org) on December 7, 2026. This date may be extended at CCAC's sole discretion.

CCAC will not answer questions regarding this Solicitation outside of scheduled office hours and the Q&A sessions. Any verbal communication with a CCAC employee concerning this Solicitation is not binding and shall in no way alter a specification, term, or condition of the Solicitation.

Selection Process and Scoring Criteria

Every application that meets the eligibility requirements will be reviewed and scored, up to a maximum of **100 points.** Sections B, D, E, F, G, and H of the Application are evaluated using the same criteria regardless of subgrant type. That single score then applies to every subgrant type and region for which the Applicant is being considered. Because the Section C questions differ by subgrant type, an Applicant that applies for more than one subgrant type will have each Section C response scored separately, using the criteria specific to that subgrant type.

After scoring, the highest-scoring qualified applicants will be preliminarily selected, based on the allotted regional funding and the minimum number of awards required per region.

To maximize geographic diversity and ensure resources are distributed as broadly as possible, **if multiple applications** overlap the same community and/or source, the highest-scoring qualified applicant **will be prioritized** (with the exclusion of Kern County which may fund multiple applicants proposing community engagement related to oil and gas).

CCAC and CARB will then begin working with the preliminarily selected Applicants to finalize a Grant Agreement. In the rare case that an agreement cannot be finalized, or an application is later found not to meet CalSMP's goals, CCAC and CARB may proceed to the next qualified applicant.

Scoring Criteria	Application Section(s)	Points Possible
Qualifications and Experience	Section B and H	25
Proposed Approach and Work Plan	Section C and Section E	40
Proposed Budget	Section F	25
Administrative Capacity	Sections D and G	10

Criterion #1 - Qualifications and Experience – Up to 25 Points

This category assesses the applicant's demonstrated qualifications and relevant experience, including familiarity with methane emission sources, a track record of engagement with disadvantaged, low-income, and/or tribal communities, and experience implementing grants of a similar size and scope.

Qualifications and Experience	Points Earned
The application demonstrates limited experience engaging the community or population of focus, limited experience with environmental justice, air quality, climate, or related topics, limited experience working with government entities, such as local air districts, and/or limited experience administering similar grants.	0 to 8 Points
The application demonstrates meaningful experience engaging the community or population of focus, along with relevant experience in environmental justice, air quality, climate, or related topics, relevant experience working with government entities, such as local air districts, and/or reasonable experience administering similar grants and reporting to funders.	9 to 17 Points
The application demonstrates substantial, directly relevant experience engaging the community or population of focus, strong knowledge of methane sources and/or environmental justice issues connected to the proposed work, successful experience working with government entities, such as local air districts, and a proven track record administering similar grants, tracking progress, and reporting to funders, as described in the application, and including at least one Letter of Support (attachment 4).	18 to 25 Points

Criterion #2 - Proposed Approach and Work Plan – Up to 40 Points

This category evaluates both the substance of the applicant's proposed approach (Section C) and the feasibility of the proposed Work Plan (Attachment 1), combined into a single score out of 40 points. Because Section C content differs by subgrant type, the narrative descriptions below are tailored to each subgrant type. The Work Plan expectations are the same across all types and are woven into each tier.

Local Community Engagement (LCE)	Points Earned
Limited clarity on the community/population of focus, a weak or generic plan for culturally and linguistically appropriate materials, and/or a limited approach to gathering community feedback on CARB resources. The Work Plan is vague, incomplete, or internally inconsistent, with an unclear or infeasible timeline.	0 to 13 Points
Reasonably identifies the community/population of focus and outlines a workable plan for developing materials and gathering community feedback. The Work Plan identifies activities, milestones, and a timeline with a generally realistic schedule.	14 to 27 Points
Clearly and specifically identifies the community/population of focus, with a strong, well-developed plan for culturally and linguistically appropriate materials and community feedback gathering. The Work Plan is clear, realistic, and well-scaled to the applicant's capacity and funding request.	28 to 40 Points

Source-specific Content (SSCE)	Points Earned

Limited subject-matter expertise for the identified methane source, a weak plan for sharing materials/guidance with other CBOs, and/or a limited approach to compiling outreach materials. The Work Plan is vague, incomplete, or internally inconsistent, with an unclear or infeasible timeline.	0 to 13 Points
Reasonable subject-matter expertise and a workable plan for sharing materials and guidance with other CBOs, along with a sound approach to compiling outreach materials. The Work Plan identifies activities, milestones, and a timeline with a generally realistic schedule.	14 to 27 Points
Substantial, well-documented subject-matter expertise, a strong plan for supporting other CBOs, and a well-developed approach to compiling outreach materials. The Work Plan is clear, realistic, and well-scaled to the applicant's capacity and funding request.	28 to 40 Points

Regional CBO Coordination in Kern County (RC)	Points Earned
Weak or unclear plan for informing other Kern County CBOs, limited relevance of proposed materials/expertise, and/or a low-feasibility coordination approach. The Work Plan is vague, incomplete, or internally inconsistent, with an unclear or infeasible timeline.	0 to 13 Points
Reasonable plan for informing other Kern County CBOs, relevant materials/expertise, and a workable coordination approach. The Work Plan identifies activities, milestones, and a timeline with a generally realistic schedule.	14 to 27 Points
Strong, well-developed plan for informing other Kern County CBOs, highly relevant materials/expertise, and a clearly feasible coordination approach. The Work Plan is clear, realistic, and well-scaled to the applicant's capacity and funding request.	28 to 40 Points

Special Project (SP)	Points Earned
Vague, or lacking connection to CalSMP's goals, and/or substantially duplicates the LCE, SSCE, or RC scopes of work. The Work Plan is vague, incomplete, or internally inconsistent, with an unclear or infeasible timeline.	0 to 13 Points
Reasonably clear and relevant to CalSMP's goals, with some distinction from the LCE, SSCE, and RC scopes of work. The Work Plan identifies activities, milestones, and a timeline with a generally realistic schedule.	14 to 27 Points
Clear, original, and clearly relevant to CalSMP's goals, meaningfully complementing without duplicating LCE, SSCE, and RC scopes of work. The Work Plan is clear, realistic, and well-scaled to the applicant's capacity and funding request.	28 to 40 Points

Criterion #3 - Proposed Budget – up to 25 points

This category evaluates whether the proposed budget is reasonable, allowable, and cost-effective, and whether the requested funding is proportional to the scale and scope of the proposed work, consistent with the Available Funding section of this Solicitation.

Proposed Budget	Points Earned
The budget includes costs that are unallowable or insufficiently explained, is not clearly connected to the proposed Work Plan, and/or the requested funding does not appear proportional to the scale of the proposed work.	0 to 8 Points
The budget is generally allowable and reasonable, with most costs clearly connected to proposed activities; the requested funding is roughly proportional to the scale of the proposed work.	9 to 17 Points
The budget is fully allowable, well justified, and cost-effective; every cost is clearly connected to the Work Plan and selected Tasks; and the requested funding is clearly proportional to the proposed work, reflecting efficient use of grant funds.	18 to 25 Points

Criterion #4 – Administrative Capacity up to 10 points

This category evaluates the applicant's demonstrated staffing, infrastructure, and capability to fulfill the responsibilities of a Sub-Grantee, including its plan for meeting the reporting requirements outlined in Task 1 (Section D), the qualifications of key personnel (Section G, Attachment 3), and any supplemental evidence of capacity.

Administrative Capacity	Points Earned
The application demonstrates insufficient staffing, expertise, infrastructure, and/or a workable plan for meeting grant reporting requirements to carry out the project successfully.	0 to 3 Points
The application demonstrates sufficient staffing, expertise, infrastructure, and a workable plan for meeting grant reporting requirements to carry out the project successfully.	4 to 6 Points
The application clearly demonstrates strong staffing, expertise, infrastructure, and a solid plan for meeting grant reporting requirements; resumes, letters of support, or other evidence demonstrate a track record of success on similar projects.	7 to 10 Points

Post-award Process

The most qualified applicants will be preliminarily selected as the funding recipient(s), as described above. The selected funding recipient(s) must then work with CCAC to develop and complete the Grant Agreement. CCAC, in consultation with CARB and the applicant, may make changes to the proposed project milestones, work plan, budget, and/or fund disbursement schedules in consultation with the applicant, for inclusion in the Grant Agreement.

Requirements Prior to Execution of Grant Agreement

Once selected and prior to Grant Agreement execution, the selected funding recipient must submit a Governing Board Resolution or equivalent approval from an individual or body authorized to bind the organization, that commits the entity to do the following things:

- Comply with the requirements of the Grant Agreement

- Accept grant funds from CARB

Both the Sub-Grantee and CCAC must sign (execute) the Grant Agreement before it can take effect. Signing the Grant Agreement will commit the Sub-Grantee to fulfilling the administrative and technical duties associated with the project. A fully executed Grant Agreement must be in place before work may begin. Work, purchases, or activities occurring before full execution of the Grant Agreement are not reimbursable.

Administration

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

Advance Pay. Consistent with the Legislature's direction to expeditiously disburse subgrants, CCAC, in its sole discretion, may provide advance payments of subgrant 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 CARB's advance pay regulatory requirements.

Amended Proposal. Applicants may only submit an amended application before the application deadline. Such amended applications must be a complete replacement of a previously submitted application package and must be clearly identified as such in the cover letter transmitting the new application (the "Letter of Transmittal"). CCAC personnel will not merge, collate, or assemble application materials. Once received, the new amended application package will replace the previously submitted application package in its entirety. All amended application packages must be submitted and received by the application deadline.

Applicant's Admonishment. This Solicitation 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 Solicitation, ask appropriate questions in a timely manner, submit a complete application with all required responses by the required date and time, and make sure that all procedures and requirements of the Solicitation are followed and appropriately addressed.

Agreement Requirements. The content of this Solicitation and sections of the Sub-Grantee's application shall be incorporated by reference into the final Grant Agreement. CCAC reserves the right to negotiate with the selected applicant(s) to modify the project scope, level of funding, or both. If CCAC is unable to successfully negotiate and execute a Grant Agreement with a preliminary Sub-Grantee, CCAC, in consultation with CARB, reserves the right to withdraw the pending award and fund the next most qualified Applicant. This does not limit CCAC or 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.

Claims Against Program Administrator or CARB. Each applicant acknowledges, accepts,

and understands that neither the Applicant's organization nor any of the Applicant's representatives shall have any claims whatsoever against CCAC or CARB or any of its respective officials, agents, or employees arising out of or relating to this Solicitation or these Solicitation procedures, except as between CCAC/CARB as the Grantor and the applicant as the Sub-Grantee, as set forth in the terms of a Grant Agreement signed by authorized representatives of CCAC and CARB and the selected Sub-Grantee.

Data and Intellectual Property Ownership. "Project Information Resources" means data, database, information, personally identifiable information (PII), documentation, materials, computer software, GenAI prompt, website, and any other intellectual property (IP) developed, substantially modified, licensed, or acquired by the Grantee, Resource Entities, or Grant Recipients, with any Grant Funds in performance of this Grant Agreement. Project Information Resources may be in hard copy form, such as computer printouts, or may be retained in machine-readable form, such as computer storage media.

Grantee shall comply with the following terms, and ensure that all agreements with their Resource Entities and Grant Recipients also include the following terms, as applicable:

a. Ownership. Project Information Resources developed or acquired by Grantee or a Resource Entity shall be the exclusive property of CARB. Project Information Resources licensed by Grantee or a Resource Entity shall list CARB as a co-licensee.

   Project Information Resources developed, licensed, or acquired by a Grant Recipient shall remain the exclusive property of that entity.

b. Copyleft License. Computer software developed or substantially modified using Grant Funds must include a copyleft license comparable to GNU General Public License version 3.0 or later (GPLv3).

   Other copyrightable Project Information Resources that are developed or substantially modified using Grant Funds and shared with third parties must also include a copyleft license comparable to Creative Commons Attribution Share Alike license, version 4.0 or later (Legal Code - Attribution-ShareAlike 4.0 International - Creative Commons).

   Exceptions to the copyleft license requirement of this subsection include where:

      i. The sharing of the material is restricted by law or regulation;

      ii. The sharing of the material would create an identifiable risk to the detriment of national security, confidentiality of State information, or individual privacy;

      iii. The sharing of the material would create an identifiable risk to the stability, security, or integrity of the systems or personnel of the State, or of the material's owner; or,

      iv. The sharing of the material would create an identifiable risk to the State's, or the material owner's, mission, programs, or operations.

c. Intellectual Property Law. Appropriate systems and controls must be in place to ensure that Grant Funds will not be used in the performance of this Grant Agreement for the acquisition, operation, development, or maintenance of computer software or other intellectual property in violation of copyright or any other State, federal, or international intellectual property laws; and,

d. CARB License. CARB grants to Grantee and Resource Entities, as needed, a no-cost, royalty-free, non-exclusive, non-transferable, revocable license to make, use, reproduce, share, publish, translate, modify, make collective works of, and make derivative works of the Project Information Resources, subject to applicable law on privacy and confidentiality, to the extent CARB has the right to do so.

   Grantee shall require Grant Recipients to grant CARB a no-cost, royalty-free, non-exclusive, transferable, irrevocable, worldwide, perpetual license to make, use, reproduce, share, publish, translate, modify, make collective works of, and make derivative works of the Project Information Resources, subject to applicable law on privacy and confidentiality, to the extent Grant Recipient has the right to do so.

Disposition of Applicant's Documents. All applications and related material submitted in response to this Solicitation become the sole and exclusive property of 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 applicant as a part of the application and the applicant has expressly claimed that such information falls within one or more CPRA exemptions, then 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 applicant prior to disclosure under the CPRA. If the applicant contends that any documents are exempt from the CPRA and wishes to prevent disclosure, the applicant is required at its own cost, liability, and expense to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Sacramento County at least three business days before CARB's deadline to respond to the CPRA request. If the applicant fails to obtain such a court remedy within said timeframe, then CARB may, at its discretion, disclose the requested information and CARB shall not be liable or responsible for such disclosure. The applicant agrees that it shall defend, indemnify, and hold CARB harmless for, from, and against any and all claims that may or do result from denial by CARB of a CPRA request for any applicant information.

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.

Errors. If an applicant discovers any ambiguity, conflict, discrepancy, omission, or other error in this Solicitation, the applicant shall immediately notify CCAC of such error in writing and request

modification or clarification of the document before the application deadline. CCAC shall not be responsible for failure to correct errors.

GenAI Technology Use & Reporting.

- Definitions:
  - "Generative AI (GenAI)" means "an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data." (Gov. Code § 11549.64.)
  - "Deliverable" means "software, services, goods, works of authorship, and any other items (e.g., reports, documentation) to be delivered pursuant to this Grant Agreement, including any incidental items."
- Grantee must notify CARB in writing, within 15 days or a period agreed to by CARB, and require their Resource Entities and Grant Recipients to notify CARB in writing in the same timeframe, if they:
  - Intend to provide GenAI as a deliverable to CARB; or,
  - Intend to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts:
    - Functionality of a State system;
    - Risk to the State; or,
    - Performance under this Grant Agreement.

  For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
- Notification shall be provided to CARB's Project Liaison identified in this Grant Agreement.
- At the direction of CARB, Grantee shall discontinue, and require their Resource Entities and Grant Recipients to discontinue, the provision to CARB of any previously unreported GenAI that results in a material impact to the functionality of a State system, risk to the State, or Grant performance, as determined by CARB.
- If the use of previously undisclosed GenAI is approved by CARB, then upon request by CARB, Grantee will amend the Grant Agreement accordingly, and their related agreements with Resource Entities and Grant Recipients, which may include incorporating the GenAI Special Provisions into these agreements, at no additional cost to the State.
- CARB, at its sole discretion, may consider Grantee's failure to disclose or discontinue the provision or use of GenAI as described above, or to incorporate terms as requested in this section into their agreements with Resource Entities and Grant Recipients, to constitute a material breach of the Grant Agreement when such failure results in a material impact to the functionality of the system, risk to the State, or Grant performance. CARB is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the Grant Agreement .

Grant and Budget Revisions. Changes in the project budget, deliverables, or extension of the project schedule should be avoided where possible. CCAC will work with the Sub-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 Sub-Grantee with formal amendments where needed.

Once a Grant Agreement is in place, changes to the work to be done or other project scope changes may be considered by CCAC, if necessary, in consultation with CARB and the Sub-Grantee. In cases where changes may be allowed by CCAC, they must be approved in advance and in writing by CARB and may require a Grant Agreement amendment.

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

No Agreement Until Signed. No agreement between CCAC and the selected applicant is in effect until the Grant Agreement is signed by the selected applicant and by the authorized CCAC representative. Qualifying costs may be reimbursed by CCAC 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 Solicitation and the selection process shall in no way be deemed to create a binding contract or agreement of any kind between CCAC, CARB and any applicant, nor shall any information herein be construed as a representation or warranty on behalf of CCAC or CARB or as a statement on which the applicant may justifiably rely in executing any license or agreement with CCAC or CARB. All legal rights and obligations between any successful applicant and CCAC 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.

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 of the Grant Agreement, CCAC and/or CARB may reject the application or withdraw the proposed award. This does not alter or limit CCAC and CARB's ability to withdraw a proposed award for other reasons, including for no cause.

Nondiscrimination. During the performance of this Grant Agreement, Grantee and its Resource Entities and Grant Recipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or veteran or military status, any other characteristic protected by law, or unlawfully deny family-care leave, medical-care leave, pregnancy-disability leave, or other legally-protected leave. Grantee, Resource Entities, and Grant Recipients shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination and harassment. Grantee, Resource Entities, and Grant Recipients shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990 et seq.) and the applicable regulations promulgated thereunder (Cal. Code of Regs., tit. 2, §11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of

Division 4.1 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

- During the performance of this Grant, Grantee and its Resource Entities and Grant Recipients shall comply with the provisions of California Government Code section 11135; Title VI of the U.S. Civil Rights Act of 1964; Section 504 of the federal Rehabilitation Act of 1973; the federal Age Discrimination Act of 1975; Section 13 of the Federal Water Pollution Control Act of 1972; and U.S. Environmental Protection Agency's implementing regulations at 40 C.F.R. Parts 5 and 7.

- Grantee, Resource Entities, and Grant Recipients shall give written notice of their respective obligations under this clause to labor organizations through which any of their employees may have a collective bargaining or other agreement related to work with their entity.

- Grantee, Resource Entities, and Grant Recipients shall permit access by representatives of the California Civil Rights Department or CARB upon reasonable notice to access all sources of information as required to ascertain compliance with this clause.

- Grantee acknowledges and agrees that, pursuant to Government Code section 11136, whenever CARB has reasonable cause to believe that Grantee, Resource Entities, or Grant Recipients have violated any of the provisions of Government Code section 11135 or section 12900 et seq., or any of the provisions of California 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 Government Code section 12960) of Chapter 7 of the Government Code, then CARB will notify Grantee or, where applicable, the Resource Entity or Grant Recipient, of such violation and will submit a complaint detailing the alleged violations to the California Civil Rights Department for investigation and determination pursuant to Government Code sections 11136 and 12960 et seq.

- In the event of Grantee's or its Resource Entity's or Grant Recipient's noncompliance with this provision, Grantee or its Resource Entity or Grant Recipient may be subject to remedial action determined appropriate and consistent with applicable law by CARB or the California Civil Rights Department, including but not limited to termination of this Grant Agreement.

- Grantee acknowledges that CARB's Civil Rights Policy applies to this Grant Agreement and CARB will administer this Grant consistent with such policy. The policy may be found at: https://ww2.arb.ca.gov/california-air-resources-board-and-civil-rights.

- To the extent that the Grant includes federal funding, Grantee and its Resource Entities and Grant Recipients should refer to the U.S. EPA Civil Rights Guidance on Procedural Safeguards: Requirements and Best Practices. Though not legally required, this guidance document may assist recipients of U.S. EPA financial assistance (such as grantees) when developing and improving their legally required federal civil rights compliance efforts.

- Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts, subcontracts, and agreements, including but not limited to those with Resource Entities and Grant Recipients, where work is performed to fulfill any term or condition of this Grant Agreement.

No Public Opening. There will be no public opening of the application packages for this Solicitation.

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 Solicitation in whole or in part.

Office of Foreign Asset Control. Transactions may be or are prohibited if they involve the property or interests in property of an entity or individual listed on the Office of Foreign Asset Control (OFAC) targeted lists. OFAC publishes lists of targeted individuals, groups, and entities, which can be found at *https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information*. 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*. 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.

Grantee represents, warrants, and agrees that Grantee is not, and will not become, in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists. Grantee shall include in all agreements with its Resource Entities and Grant Recipients an acknowledgment that the entity and its agents and property are not in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists. Grantee shall notify CARB within 15 calendar days if it has knowledge that Grantee, any Resource Entity, or any Grant Recipient is in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists.

Payment of Prevailing Wages. All Applicants must agree to provide prevailing wages to any employee funded through the Grant Agreement. 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.

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 (on their own or through others) 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.

Remedies for Non-performance. In the case of non-performance, remedies detailed in this section may be utilized at CCAC and 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 the Grant Agreement. Remedies may include, but are not limited to:

- CCAC and/or CARB may seek to resolve the dispute directly with the Sub-Grantee or involve a third-party mediator.
- CCAC and/or CARB may issue a stop work order.
- CCAC and/or CARB may terminate the Grant Agreement at its sole discretion.
- CCAC and/or CARB may recover grant funds, spent and unspent.
- CCAC and/or CARB may withhold funds from payment.
- CCAC and/or CARB may take civil action or refer for criminal action.

Russia Sanctions. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 ("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 of California ("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.

Solicitation Cancellation, Amendments, and Outcomes. CCAC and CARB reserve the right to do any of the following at any time:

- Terminate this Solicitation (even after an intent to award has been determined), and, at CARB's sole discretion, issue a new Solicitation.
- Revise the amount of funds available under this Solicitation.
- Extend or modify deadlines specified in this Solicitation 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 Solicitation, or in the Solicitation process, or as party of any

subsequent grant negotiation.

- Modify the selection process, the Grant Terms, or the contents or format of the forms, conditions, instructions, or requirements.

- Request that an 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 Solicitation, without indicating any reason for such rejection.

- Modify any terms or conditions of the Draft Sample Grant Agreement.

- Terminate failed negotiations without liability and, at CCAC and CARB's sole discretion, negotiate with other applicants.

- Negotiate with any or none of the applicants.

- Issue subgrants specified in this Solicitation by any other legal means.

- Disqualify any applicant or the Sub-Grantee on the basis of a real or apparent conflict of interest or evidence of collusion that is disclosed by the applicant or disclosed through other data available to CCAC and/or CARB.

- Eliminate, reject, or disqualify an application from any applicant who fails to submit a responsive application or who later fails to demonstrate that they are a responsible applicant, as determined solely by CCAC and CARB.

- Accept all or a portion of an application.

Third Party Agreement Required and Prohibited Terms. All grants, subgrants, technical grants, contracts, vouchers, agreements and subcontracts entered into by and between Grantee and any Resource Entity or Grant Recipient using or applying Grant Funds (in whole or in part) shall contain the language (or similar language with the same meaning and intent) in the following terms of this Grant Agreement: Audits, Authority, Availability of Funds, California Climate Investments (CCI) (if applicable), Compliance with Law, Confidentiality and Data Security, Conflicts of Interest, Data and Intellectual Property Ownership, Electric Vehicle Charging Infrastructure and Equipment Installation (if applicable), Electric Vehicle Charger Uptime (if applicable), Entire Agreement, Equipment/Vehicle Ownership, Fiscal Administration, Force Majeure, Funding Prohibitions for Sectarian Purposes and Non-Public Schools, Governing Law and Venue, Indemnification and Hold Harmless, Independent Actor, Labor Compliance for Drayage and Short-haul (AB 479) (if applicable), Non-Discrimination, Prevailing Wage and Labor Compliance, Professionals, Russia Sanctions, Severability, Survival, and Third Party Beneficiaries.

Grantee may not include an arbitration clause, mandatory or optional, in any agreement related to this Grant Agreement with any Resource Entity or Grant Recipient, without CARB's prior written approval.

Third Party Beneficiaries. Grantee represents, warrants and agrees that CARB and the State of California are third party beneficiaries in all contracts, subcontracts, grants, subgrants and other agreements entered into using Grant Funds, or for the purpose of carrying out any of the terms or conditions of this Grant Agreement during the Term, and upon request by CARB, shall send to CARB a copy of said agreements.

The existence of this Grant Agreement does not create, and nothing stated in this Grant Agreement creates, rights in or grants remedies to any third party or third parties, other than CARB and the State of California as stated in this section, as a beneficiary or beneficiaries of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.

Withdrawal of Application. Applicants may withdraw their applications at any time. The applicant must submit a written withdrawal request signed by the applicant's duly authorized representative and addressed and submitted to *support@communitymethane.org.*