



Sample Terms and Conditions

EnergIIZE Applicant and/or Applicant Team

Effective Date: June 23, 2023

Applicable to EV Jump Start Q3 2023

These sample terms and conditions are intended for informational purposes only and do not constitute a legally binding agreement until they are incorporated in an Agreement fully executed by the Parties (CALSTART and Incentive Recipient); and are subject to change.

As a condition for participating in the Energy Infrastructure Incentives for Zero-Emission Commercial Vehicles (EnergIIZE) Project, either the incentive Applicant Team, Recipient, or Application/Installation Partners must comply with the requirements below with the Recipient of EnergIIZE funds bearing responsibility for ensuring compliance. Applicant Teams must mutually agree upon which items they intend to be responsible for by initialing each line below and by signing and dating the document. Upon execution of an agreement with CALSTART and the Incentive Recipient, CALSTART will counter sign the document executing the EnergIIZE agreement.

Infrastructure Will Support Medium and Heavy-Duty Vehicles

1. _____ I assure that equipment purchased with an EnergIIZE incentive, including electric vehicle charging and hydrogen fueling equipment, will be utilized for the charging or fueling of Class 2B – Class 8 commercial vehicles;
2. _____ I agree to provide access to charging/fueling equipment for the intended commercial fleet or the public at the agreed upon location;

Maintaining, Using, and Operating Equipment

3. _____ I agree to ensure that chargers/refueling stations installed in the project are operational at least 97 percent of a charging/refueling site's standard hours of operation for five years after commissioning. Without limitation to other rights and remedies which the CEC may have, including but not limited to provisions specified in the Terms and Conditions of this agreement, this requirement to ensure operability for five years after commissioning shall

survive the completion or termination date of this agreement. In addition to the foregoing requirements regarding uptime, I further agree to take reasonable and necessary steps in preparation for compliance with forthcoming legislation on uptime (i.e., AB 2061) which may impact infrastructure installed after 1/1/2024.

4. _____ I agree to maintain equipment insurance as required by law;
5. _____ I agree to ensure equipment purchased with an EnergIIZE incentive, including electric vehicle charging and hydrogen fueling equipment, will be maintained as recommended by the manufacturer and as needed to prolong the equipment lifetime;
6. _____ I agree that equipment purchased with an EnergIIZE incentive, including electric vehicle charging and hydrogen fueling equipment, will be operated as recommended by the manufacturer to ensure durability and efficiency;
7. _____ I agree to the Manufacturers Terms and Conditions for usage of the equipment and to purchase extended product warranty;

For Charging as a Service Vendors ONLY:

8. _____ I agree to full responsibility for project management, installation, construction, operation, and maintenance of charging infrastructure;
9. _____ I agree to provide and maintain cable management systems for charging stalls and shall ensure compliance with any associated authority having jurisdiction (AHJ) requirements for the fleet or site listed on the application;

For Hydrogen Awardees ONLY:

10. _____ I agree to follow requirements of the Hydrogen Safety Plan detailed in the Implementation Manual, including compliance, adherence to Hydrogen Safety Plan, and training.
11. _____ I agree that, should the Applicant's adherence with the public guidelines or its Hydrogen Safety Plan(s) lapse, without limitation to any other rights, EnergIIZE staff reserves the right to cancel the Applicant's agreement funded by this incentive project.



These sample terms and conditions are intended for informational purposes only and do not constitute a legally binding agreement until they are incorporated in an Agreement fully executed by the Parties (CALSTART and Incentive Recipient); and are subject to change.

12. _____ I agree to follow standards, laws, regulations, and guidelines applicable to Hydrogen listed in the Implementation Manual as well as though required by the applicable AHJ and by law.

Vendor Assurances

13. _____ I agree to carry Worker's Compensation Insurance for all employees who will be engaged in the performance of this Agreement and agree to furnish EnerGIIZE staff with satisfactory evidence of this insurance at any time it may be requested;
14. _____ If self-insured for worker's compensation, I hereby warrant such self-insurance is permissible under the laws of the State of California and agree to furnish to EnerGIIZE staff satisfactory evidence of this insurance at any time EnerGIIZE staff may request;
15. _____ I agree to ensure vendor and/or sub-vendor's, Contractors State License Board (CSLB) number active, in good standing, and make EnerGIIZE staff aware of any updates to my status in a timely manner.
16. _____ I agree to perform reasonable due diligence in the selection of a vendor, installer, or subcontractor who aids in the construction, installation, commissioning, or completion of an infrastructure site and hereby waive any rights to hold responsible EnerGIIZE staff for potential delays, damages, or injuries; if applicable.

Equipment Compliance

17. _____ I agree that equipment must be in compliance and remain in compliance with all applicable US federal, California state, and local rules and regulations, including those regarding air quality; furthermore, I agree that EnerGIIZE staff reserves the right to check compliance at any time;
18. _____ I agree to be available for any follow-up inspection by EnerGIIZE staff or their designee, if requested, and agree to provide reasonable facilities and assistance for the safety and convenience of their representatives. All site visits and evaluations will be performed in a manner that does not unduly interfere with or delay the work;



These sample terms and conditions are intended for informational purposes only and do not constitute a legally binding agreement until they are incorporated in an Agreement fully executed by the Parties (CALSTART and Incentive Recipient); and are subject to change.

Project Communication

19. _____ When the incentive has been received by the Project Partner, and in any instance wherein the incentive is canceled for any reason, I will notify voucherprocessing@tetrattech.com if a different person should receive these messages instead;

Public Funding Sources

20. _____ I agree to disclose to EnergIIZE staff all sources of public funding that apply to the purchase of any equipment for which I request EnergIIZE incentives;

ADA Compliance

21. _____ I agree to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA;

AB 841 Compliance

22. _____ I agree to comply with Assembly Bill 841 (2020), as applicable. AB 841 (Ting, 2020) added Public Utilities Code (PUC) section 740.20, which requires Electric Vehicle Infrastructure Training Program (EVITP) certification to install electric vehicle charging infrastructure and equipment for work performed on or after January 1, 2022, subject to certain exceptions. I agree to comply with EnergIIZE staff requests for information to confirm compliance with this item.

All electric vehicle charging infrastructure and equipment located on the customer side of the electrical meter shall be installed by a contractor with the appropriate license classification, as determined by the Contractors' State License Board, and at least one electrician on each crew, at any given time, who holds an EVITP certification. Projects that include installation of a charging port supplying 25 kilowatts or more to a vehicle must have at least 25 percent of the total electricians working on the crew for the project, at any given time, who hold EVITP certification. One member of each crew may be both the contractor and an EVITP certified



These sample terms and conditions are intended for informational purposes only and do not constitute a legally binding agreement until they are incorporated in an Agreement fully executed by the Parties (CALSTART and Incentive Recipient); and are subject to change.

electrician. The requirements stated in this paragraph do not apply to any of the following:

- 1) Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.
- 2) Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Subarticle 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).
- 3) Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

Billing and Payment

23. _____ I agree that all projects receiving funds through an EnergIIZE incentive shall comply with all California public works requirements (Lab. Code § 1720 et seq. and 8 CCR 16000 et seq.) including but not limited to the payment of prevailing wages;
24. _____ I agree that all project billings shall clearly summarize actual itemized costs billed and requested for reimbursement as outlined as eligible costs in the EnergIIZE Implementation Manual. I agree that I will not present ineligible costs on any invoice submitted;
25. _____ I agree to submit these itemized project billings and to report matching costs (if applicable) with sufficient supporting documentation and based upon actual costs incurred. I further acknowledge that the failure to do so may result in delayed payment;
26. _____ I agree to notify EnergIIZE staff of any changes to this project's Milestone Payment Request Form and Schedule, including but not limited to expected timeline of payment requests, and understand that failure to do so may result in delayed payment;
27. _____ I agree to retain all project records for a minimum of three (3) years after the final payment has been received or after the agreement term, whichever is later, unless otherwise specified in the agreement. These records include but are not limited to payment requests, the



These sample terms and conditions are intended for informational purposes only and do not constitute a legally binding agreement until they are incorporated in an Agreement fully executed by the Parties (CALSTART and Incentive Recipient); and are subject to change.

equipment invoice(s), proof of purchase, equipment payment information and related bank records, documentation of match funding, and purchaser information;

28. _____ Upon written request from EnerGIIZE staff I agree to provide detailed documentation of all project expenses at any time throughout the project and for a period of at least three (3) years thereafter. I acknowledge and agree that project documentation, including documentation of project expenses, is subject to audit by the California Energy Commission or its designated representative.

Requesting New Equipment

29. _____ I agree to seek pre-approval from the EnerGIIZE staff on the inclusion of new equipment for approval if not included on the Site Equipment Manifest. I understand that changes to charging/refueling equipment is not permitted after moving to Step 3;

Incentive Processing Center

30. _____ I agree to keep my EnerGIIZE Incentive Processing Center account, and any shared accounts, active while I have unredeemed incentives, for the three (3) years after project commissioning;
31. _____ If applicable, I agree to partner with any Project Partner requesting an incentive on my behalf to ensure complete documentation for incentive redemption. I further understand that I will receive automated emails from the EnerGIIZE Incentive Processing Center if a Project Partner requests an incentive on my behalf;

Data Collection

32. _____ I agree to ensure a minimum of thirty-six (36) months of data collection on deployed infrastructure equipment, reported quarterly, starting from the date of final commissioning. Data requirements are outlined in section 9.6 of the Implementation Manual;
33. _____ I agree to respond to surveys put forth by EnerGIIZE staff on a quarterly basis for a period of thirty-six (36) months from the date of final commissioning;



These sample terms and conditions are intended for informational purposes only and do not constitute a legally binding agreement until they are incorporated in an Agreement fully executed by the Parties (CALSTART and Incentive Recipient); and are subject to change.

Project Timeline

34. _____ I agree to inform EnergIIZE staff in a timely manner if the deployment timeline (time from execution of this agreement to final commissioning) exceeds twenty-four (24) months. Failure to do so may place the Applicant at risk of delayed or cancelled incentive payment(s).

EnergIIZE Applicant and, if applicable, Application Partner and Additional Signatories undersigned agree jointly to the following items:

Information Sharing

35. I understand and agree that basic project information (i.e. location, organization name, and infrastructure to be installed) will be shared with geographically relevant utility provider(s) for the purposes of infrastructure planning and incentive coordination;

General information about my project may be shared publicly including but not limited to awardee name, project type, project zip code, number and type of infrastructure installed, and number of vehicles being serviced. EnergIIZE staff will share approximate location on a map for the public to view.

Confidential Information

36. I agree that application materials submitted for this incentive request are considered confidential if marked as such;

Compliance with Terms

37. I agree that failure to comply with the terms of this agreement may result in withholding of future payments or repayment of received incentive funds to EnergIIZE staff and may be considered for any future award determinations;
38. I agree to comply with applicable US federal, California state, and/or local rules, regulations, and law. I agree that failure to do so may result in a cancellation of my incentive and repayment of received incentives.



These sample terms and conditions are intended for informational purposes only and do not constitute a legally binding agreement until they are incorporated in an Agreement fully executed by the Parties (CALSTART and Incentive Recipient); and are subject to change.

39. I agree the information represented on all forms submitted to EnergIIZE staff as part of my application are true and correct and all supporting documentation is true and correct and meet the minimum requirements of EnergIIZE;
40. I understand and agree that after an incentive request is submitted, the end-user cannot be changed;
41. I understand that EnergIIZE staff reserves all rights and remedies available under the law to enforce the terms of this agreement;

Implementation Manual

42. I acknowledge that EnergIIZE staff may at any time, by written order, make changes within the EnergIIZE Implementation Manual to affect future incentive rollout. Any such changes will not cause an increase or decrease in the estimated cost of, or the time required for, completion of the current project under this agreement;
43. I have read, understand, and agree to all provisions in the EnergIIZE Implementation Manual published on March 28, 2023;

Privacy Policy

44. I have read and agree to the EnergIIZE Commercial Vehicles Privacy Policy;

Equipment

45. I understand and agree that this EnergIIZE incentive request is only valid for the specific equipment purchased through this specific vendor/manufacturer, and that any incentive provided based on this request will be null and void if the purchaser, vendor/manufacturer, or equipment identified herein change after incentive receipt or for noncompliance with applicable EnergIIZE requirements;

Acknowledgement of Terms

46. Please place an "X" in the space provided indicating whether one or more parties are signing this agreement:



These sample terms and conditions are intended for informational purposes only and do not constitute a legally binding agreement until they are incorporated in an Agreement fully executed by the Parties (CALSTART and Incentive Recipient); and are subject to change.

- _____ **Applicant is sole signer of this agreement:** By signing this EnerGIIZE Incentive Request Terms and Conditions Form, I acknowledge that I have read and understand, and Applicant agrees to be bound by, the entire terms and conditions as described above. I certify under penalty of perjury that the information provided is accurate and (if applicable) do hereby assert I have been granted authority by my organization to sign and agree on their behalf.
- _____ **Applicant, Applicant Partner, and/or additional signatories are signing this agreement:** By signing this EnerGIIZE Incentive Request Terms and Conditions Form, we acknowledge that we have read and understand, and all signatories agree to be bound by, the terms and conditions as described above. We agree that each party is separately responsible for the numbered items above as defined by the party name next to each numbered item. We acknowledge all parties agree to all of the lettered items listed above, jointly. We certify under penalty of perjury that the information provided is accurate and (if applicable) do hereby assert we have been granted authority by our organizations to sign and agree on their behalf.

If applicable, does this incentive request represent your organization’s first zero-emission infrastructure purchase?

Yes No

By Signing the EnerGIIZE Incentive Request and Terms and Conditions Form, I acknowledge that I have read and understand, and agree to be bound by, the terms and conditions as outlined above.

I certify that under penalty of perjury that the information provided is accurate.

Applicant

Company/Organization Name:	
Name of Authorized Representative and Title:	
Signature of Authorized Representative:	



These sample terms and conditions are intended for informational purposes only and do not constitute a legally binding agreement until they are incorporated in an Agreement fully executed by the Parties (CALSTART and Incentive Recipient); and are subject to change.

Date:	
-------	--

CALSTART, Administrator of EnergIZE

Company/Organization Name:	CALSTART
Name of Authorized Representative and Title:	Piero Stillitano
Signature of Authorized Representative:	
Date:	

Application Partner, if applicable

Name of Application Partner (Company/Organization Name):	
Name of Authorized Representative and Title:	
Signature of Authorized Representative:	
Date:	

Additional Signatory, if applicable

Company/Organization Name:	
Relationship to project (recipient, applicant team member, installation partner, fleet, etc.):	
Name of Authorized Representative and Title:	
Signature of Authorized Representative:	
Date:	

Additional Signatory, if applicable

Company/Organization Name:	
----------------------------	--



These sample terms and conditions are intended for informational purposes only and do not constitute a legally binding agreement until they are incorporated in an Agreement fully executed by the Parties (CALSTART and Incentive Recipient); and are subject to change.

Relationship to project (recipient, applicant team member, installation partner, fleet, etc.):	
Name of Authorized Representative and Title:	
Signature of Authorized Representative:	
Date:	

June 2023



These sample terms and conditions are intended for informational purposes only and do not constitute a legally binding agreement until they are incorporated in an Agreement fully executed by the Parties (CALSTART and Incentive Recipient); and are subject to change.
