

Appendix F to the Fiscal Year 2023-24 Clean Truck and Bus Voucher Incentive Project

Innovative Small E-Fleet Pilot Set-Aside

Implementation Manual

Effective June 3, 2024

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Summary of Fiscal Year 2023-24 Funding Plan Implementation Updates

Several changes have been implemented in the Innovative Small E-Fleet (ISEF) program to better align its policies with Clean Truck and Bus Voucher Incentive Project (HVIP), while maintaining small fleet accessibility and flexibility. This Implementation Manual (IM) will become effective for voucher requests submitted on or after June 3, 2024.

A summary of changes includes:

- ISEF is now solely dedicated to innovative offerings including rentals, short-term leases, truck-asa-service, and other solutions. The ISEF agreement term may be any length of time – such as a short-term rental or multi-year service agreement.
- Small fleet straight purchases and long-term leases are now processed through standard HVIP. Please see www.californiahvip.org/purchasers for details.
- New voucher requests placed on or after June 3, 2024, will have voucher modifiers calculated on a doubled base, to align with HVIP policies. See the Example ISEF Voucher Calculations section.
- Public agencies with 20 or fewer vehicles may now participate.
- Certain buses are now eligible for ISEF funding. See the Eligible Vehicles Section for details.
- Manufacturer soft rolling cap exemption expands to fleets of 20 or fewer vehicles.
- Providers must clearly pass the value of the voucher to their small fleet customers. California Air Resources Board (CARB) and project administrators reserve the right to deny voucher requests at any time during voucher processing where this requirement is not met.
- Short-term rental Providers are required to submit a usage report every 6 months in lieu of pre-approval of domicile address changes.
- Drayage Truck Funding from the Ports of Los Angeles and Long Beach cannot be combined with ISEF innovative models that involve third party providers. Small fleet straight purchases and long-term leases funded through standard HVIP may be combined with port funding. Note: This limitation is per the Ports funding policy.

ISEF at a Glance

Qualifying projects include innovative product offerings that are designed to meet the needs of small fleets. Examples may include monthly service agreements or mileage-based fees.

Providers:

- ✓ Must submit an innovative solution proposal prior to requesting vouchers
- ✓ 30 vouchers per provider in the first 90 days of opening after which the cap is lifted
- ✓ Short-term rental vehicles must be with a small fleet at least 200 days per year

Providers must ensure small fleet customers meet the following criteria:

- ✓ 5 voucher requests per fleet per funding year
- ✓ Fleet size of 20 vehicles or less
- ✓ \$15 million in revenue (except non-profits and government fleets)



Introduction and Overview

The goal of the Innovative Small e-Fleet (ISEF) set aside is to offer a simple and low-cost solution for deploying zero-emission vehicles to California companies with small fleets who seek to solve the unique challenges faced by fleets through innovative solutions. ISEF aims to assist small fleets in making the transition to zero-emission trucks by offering increased funding for flexible leases, short-term rentals, vehicles-as-a-service, subscription services or other mechanisms such as owner planning assistance.

The barriers to zero-emission vehicle adoption, such as high upfront costs, limited financing and insurance options, and complex planning for fueling infrastructure, present a significant challenge, particularly to small fleets and owner-operators. By dedicating a portion of HVIP funds to small fleets who choose to purchase a zero-emission vehicle, CARB can position itself to better understand the specific needs of this traditionally underserved group and support their transition to zero-emission.

The policies and requirements in the HVIP Implementation Manual (IM) apply to ISEF. In instances where policies and requirements differ, those outlined in this Appendix will supersede those in the HVIP program.

History of ISEF

ISEF was approved in the Fiscal Year (FY) 2020-2021 CARB Funding Plan with key program development occurring in 2021 and 2022. ISEF Launched in August 2022 with a \$25 million allocation and due to significant demand an additional \$10 million was allocated from HVIP. ISEF then re-opened on August 30, 2023, with a total of \$83 million available.

On November 16, 2023, the Board approved the FY 2023-24 CARB Funding Plan, which allocated an additional \$14 million for ISEF and transitioned the straight small fleet purchases to standard HVIP.

Project Framework

Transactions through ISEF involve three primary parties - an ISEF Provider, an HVIP approved dealer, and an eligible small fleet participant that will use services of the Provider. In some cases, only two parties may be involved, such as when the Dealer is also acting as the Provider.

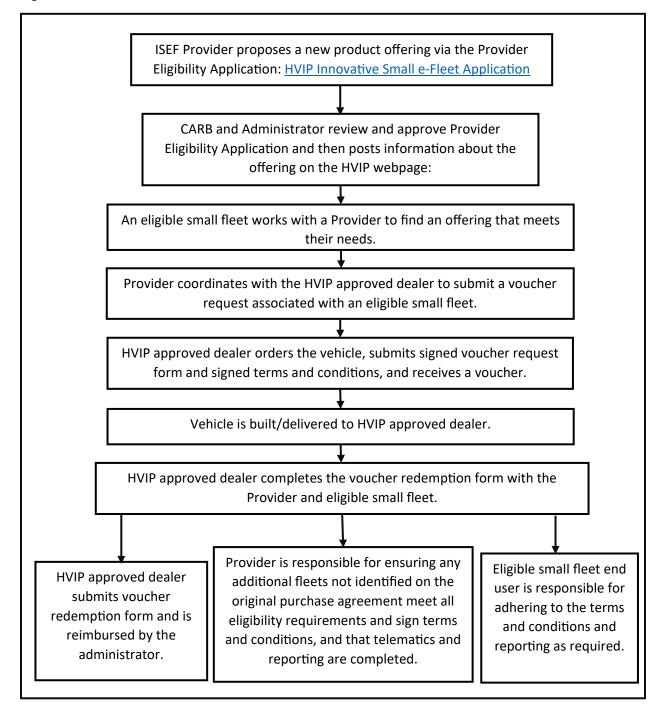
Approved Providers may offer zero-emission vehicle solutions at reduced costs to eligible small fleets through the ISEF program. The Provider works with an HVIP approved dealer who then requests an ISEF voucher through the Voucher Processing Center, which is the HVIP online database. Dealers submitting ISEF vouchers will have access to a separate ISEF request form in the system.

Please note that Providers do not have direct access to the voucher processing center. Dealers and Providers will both be included in voucher communication, but it is the responsibility of the Dealer to upload proper documentation and to review and respond to inquiries.

Figure 1 below illustrates how the dealer, Provider, and small fleet interact during the ISEF transaction process.



Figure 1. ISEF Provider Transaction Framework for Innovative Solution Vouchers





Project Participants

<u>ISEF Providers:</u> ISEF Providers may include companies involved in the lease, rental, finance, bus or truckas-a-service, fleet management, and fueling of zero-emission commercial vehicles. Providers develop and propose innovative zero-emission product offerings that are designed to meet the needs of small fleets, examples may include monthly service agreements or mileage-based fees that are equivalent to a comparable conventional vehicles operating cost. Providers are encouraged to discuss new proposed innovative business models with CARB and the administrator.

For straight purchases and basic finance leases of three years or longer fleets utilize standard HVIP.

<u>HVIP Approved Dealer</u>: An HVIP approved dealer includes dealers and manufacturers that sell new and converted medium- or heavy-duty zero-emission vehicles. In ISEF, HVIP approved dealers coordinate with an ISEF Provider to submit a voucher request on behalf of an eligible small fleet participant. An HVIP approved dealer may also be a Provider.

<u>Eligible Small Fleet Participants</u>: Eligibility includes entities with operations in California, including independent owner-operators, with 20 or fewer vehicles¹ that have a gross vehicle weight rating (GVWR) greater than 8,500 lbs., and that have less than \$15 million in annual revenue - non-profits and government agencies are exempt from the revenue cap.

Fleet size is inclusive of vehicles registered with the California Department of Motor Vehicles (DMV), including those listed as planned non-operation and unregistered vehicles, but excludes off-road vehicles, and vehicles registered with the DMV as non-revivable junk or dismantled. Vehicles over 8,500 lbs. GVWR registered outside of California also count towards fleets' vehicle count.

In situations where the new addition of ISEF funded vehicles would increase the eligible small fleet size to over 20 vehicles, the fleet will still be considered eligible. Unredeemed vouchers in HVIP and ISEF will count against the fleet size limit.

<u>Common Ownership or Control</u>: Any vehicles under common ownership or control must be included in the fleet size.

Common ownership or control includes fleets that operate under different names but are controlled by related companies or where vehicles are managed day to day by the same directors or managers, even if their title is held by different business entities. This includes vehicles using common or shared resources for day-to-day operations or by using the same motor carrier number, name or logo, or contractors who represent the same company. It also includes relationships where the controlling party has the right to direct or control the vehicle as to the details of when, where, and how work is to be performed.

Individual loads offered by a hiring carrier that are competitively bid from a load board to the lowest qualifying bidder are not included. Please refer to the definition in the HVIP IM for full details.

Failure to disclose accurate fleet and financial information to misrepresent fleet eligibility is considered fraud and may result in being barred from future participation in the program for the fleet, dealer, and Provider.

¹ As of January 1, 2024, fleet size is inclusive of the fleet's vehicles domiciled anywhere globally that are over 8,500 lbs. GVWR - including all such vehicles under common ownership or control as defined in HVIP's IM.



Provider Eligibility Application Process

All Providers must apply for evaluation and approval of their innovative solution proposal prior to submitting a voucher request. The proposal should outline the general business model and framework for operations. Providers are encouraged to discuss proposals with CARB and the administrator prior to submission. Providers will submit a Provider Eligibility Application via the online portal available at: www.californiahvip.org/isef.

The Provider application must include contact information, a description of the proposal, projected vehicle price by class/type, comparable combustion vehicle pricing, projected zero-emission pricing on a per month or per mile basis, assurances of fueling provisions, supportive warranty, and service agreements. An eligible small fleet end user does not need to be identified until a voucher request is submitted.

Provider offerings will be evaluated based on the following criteria:

- Ease of use
 - Explanation of how the offering makes it easy for fleets to transition to zero-emission.
 - Cost structure to the fleet such as options for a low or zero down payment.
 - Assistance with utility and charger installation coordination, if needed.
 - Assistance with capturing Low Carbon Fuel Standard credits.
- Comprehensive Service Offering
 - Fueling solution/strategy must be identified. May be a private, public or a combination of shared fueling options. Price should be clear and/or ideally bundled for simplicity.
 - Inclusion of a service and maintenance strategy.
 - Clear finance terms and any included insurance.
- Pricing
 - Voucher benefit must flow to the small fleet and be itemized in their agreement.
 - Overall and monthly fleet costs.
 - Comparable pricing to conventional vehicles.

Provider Responsibilities

Any Provider that leases or rents a vehicle that receives an ISEF voucher must disclose the voucher amount and voucher terms to the vehicle renter or lessee. The Provider is responsible for ensuring 1) the vehicle operates in California as required in the HVIP IM and 2) all required activity reports are submitted to CARB.

Dealers and participating fleets that provide false or misleading information may be barred from future participation in CARB incentives and may be subject to enforcement action or other legal remedies at CARB's sole discretion.

Providers who enter a short-term lease, rental, or truck-as-a-service agreement that allows use by multiple fleets are responsible for ensuring the vehicles are deployed with an eligible small fleet a minimum of <u>200 days</u> per year, and that any required activity reports are accurate and submitted. See the *Telematics and Reporting* section below for additional details.



Providers are required to adhere to their approved innovative solution proposals. All final customer agreements (service, lease, rental, financing, etc.) provided during the voucher redemption process must be consistent with the proposal. Deviations may be approved by CARB, on a case-by-case basis, upon request.

ISEF Providers are expected to keep the vehicle and meet all applicable ISEF requirements for <u>a minimum</u> <u>of three-years</u> after the date of voucher redemption. Any vehicle resale during such time must be preapproved by CARB as outlined in the HVIP IM.

More information about basic HVIP eligibility can be found at: www.californiahvip.org/sellers

ISEF Eligible Vehicles

Eligible ISEF vehicles include new and conversion Class 2b-8 zero-emission vehicles listed in the HVIP Eligible Vehicle Catalog.

Certain buses, including student activity and youth buses, those utilized by daycares, and those utilized by retirement centers and similar organizations are eligible. School buses that transport pupils at or below a 12th grade level to school or school activities and meet the definition of school bus in CVC section 545(a) are not eligible. Class 2b and 3 transit vehicles are now eligible. Transit agencies are encouraged to use the HVIP Transit set-aside before exploring ISEF, which is designed for third-party operators and provider solutions.

HVIP requires vehicles to be no more than two model years old, have less than 3,500 miles on the odometer reading, and to have never been registered. If a purchaser is interested in a vehicle which does not meet these criteria, please submit a letter of request to CARB and its administrator for evaluation on a case-by-case basis.

Information about HVIP vehicle eligibility can be found located at <u>www.californiahvip.org/vehiclecatalog</u>.

Voucher Amounts

Voucher amounts in the ISEF set-aside are intended to reduce the cost of new Class 2b-8 zero-emission vehicles to a monthly or permile cost equivalent to a conventional truck or bus. The <u>ISEF voucher</u> <u>level is double the current HVIP Base Vehicle Incentive</u>, which is based on the vehicle's weight class in the Zero-Emission Funding Table.

In following with the HVIP IM, the double incentive becomes the new base amount, and any applicable Voucher Modifiers are calculated and then added to the new base amount. See the example calculations below.

The maximum funding available per voucher is <u>capped at 90 percent</u> of the vehicle purchase price. For example, a \$95,000 class 3 van would have a maximum voucher amount of \$85,500 (\$95,000 x 0.90 = \$85,500).

The vehicle purchase price may not include taxes, registration, delivery fees, service agreements, extended warranties, and other

ISEF Funding Example

A Class 3 vehicle under ISEF, located in a Disadvantaged Community, would be eligible for a \$103,500 voucher. The base voucher amount is \$45,000 and doubled to become an ISEF base voucher of \$90,000. The Disadvantaged Community modifier of 15% is multiplied by \$90,000 and added to the ISEF base, for a total voucher amount of \$103,500. Additional examples are below.



applicable items when determining the maximum voucher amount. These may be paid for by the fleet or another funding source.

The current voucher amounts below are based on the Zero-Emission Vehicle Voucher Table, available at <u>www.californiahvip.org/funding</u> and in the HVIP IM.

Vehicle Weight Class	HVIP Base Voucher	ISEF Base Voucher
Class 2B	\$7,500	\$15,000
Class 3	\$45,000	\$90,000
Class 4-5	\$60,000	\$120,000
Class 6-7	\$85,000	\$170,000
Class 8	\$120,000	\$240,000

Modifier Type	Modifier Amount
Class 8 Drayage Truck	+25%
Refuse Truck	+25%
Disadvantaged Community	+15%
Class 8 Fuel Cell	+100%

ISEF Zero-Emission Vehicle Voucher Amounts & Voucher Modifiers for FY 23-24:

ISEF Voucher Calculation Examples

Voucher calculation with no adjustment or modifiers:

Example - An ISEF eligible fleet requests a voucher for a Class 8 truck that does not perform drayage operations and does not qualify for any base adjustments or modifiers. The voucher is calculated as followed:

HVIP Base Voucher Incentive: \$120,000

ISEF Final Voucher: (\$120,000 *2) = \$240,000

Voucher calculation with Voucher Modifiers:

Multiple HVIP Voucher Modifiers (also known as plus-ups) may apply and are added to the ISEF voucher. Any increases are calculated by multiplying the base voucher amount (after ISEF doubling) with the Voucher Modifier and then adding together with the base voucher amount.

Example - Class 6 battery-electric truck that is domiciled in a Disadvantaged Community (+15%):

HVIP Base Voucher: \$85,000

ISEF 2x calculation (\$85,000 * 2) = \$170,000

Disadvantaged Community Modifier: (\$170,000 *0.15) = \$25,500

ISEF Final Voucher: \$170,000 + \$25,500 = \$195,500



Example - Class 8 battery-electric truck that will perform eligible drayage operations (25%) and is domiciled in a Disadvantaged Community (15%):

HVIP Base Voucher: \$120,000 ISEF 2x calculation: (\$120,000 * 2) = \$240,000 Disadvantaged Community Modifier: (\$240,000 * 0.15) = \$36,000 "Class 8 Drayage Truck Early Adopter" Modifier: (\$240,000 * 0.25) = \$60,000 ISEF Final Voucher: (\$240,000 + \$36,000 + \$60,000) = **\$336,000**

Example - OEM Class 8 fuel-cell truck (+100%) that will perform eligible drayage operations (25%) and is domiciled in a Disadvantaged Community (15%):

HVIP Base Voucher: \$120,000

Class 8 Fuel Cell Truck Modifier: (\$240,000*1.00) = \$240,000

Disadvantaged Community Modifier: (\$240,000 * 0.15) = \$36,000

"Class 8 Drayage Truck Early Adopter" Modifier: (\$240,000 * 0.25) = \$60,000

ISEF Final Voucher: (\$240,000 + \$240,000 + \$36,000 + \$60,000) = \$576,000*

(*voucher is capped at 90% of vehicle price)

Base Voucher Amount Adjustments:

Example - Applicable HVIP Base Voucher Amount Adjustments apply and may change the HVIP Base Vehicle Incentive. For the "In-Use Converted/Remanufactured" and "Plug-in Hybrid" vehicle types, the HVIP Base Voucher is reduced (-50%) with the ISEF doubling.

HVIP Base Voucher: \$120,000

ISEF x2 calculation: (\$120,000 * 2) = \$240,000

Base Voucher Amount Adjustment: (\$240,000 * 0.5) = \$120,000

New ISEF Base Voucher: \$120,000



Voucher calculation with a Base Voucher Amount Adjustment and Voucher Modifier

Example - Remanufactured (-50% on base) Class 8 fuel cell truck (+100%) that will perform eligible drayage operations (+25%):

HVIP Base Voucher: \$120,000

ISEF 2x calculation: (\$120,000 * 2) = \$240,000

"In-Use Converted/Remanufactured" base adjustment: (\$240,000 * 0.5) = \$120,000

Adjusted new ISEF Base Voucher: \$120,000

"Class 8 Fuel Cell" Modifier: (\$120,000 *1.00) = \$120,000

"Class 8 Drayage Truck Early Adopter" Modifier: (\$120,000 * 0.25) = \$30,000

ISEF Final Voucher: (\$120,000 + \$120,000 + \$30,000) = \$270,000

Equitable Access for Fleets, Providers and Manufacturers

Vehicle Manufacturers

To ensure equitable access to funding, no vehicle manufacturer or Provider may reserve more than 30 percent of ISEF set-aside funding within the first 30 days of the new fiscal year funding becoming available or the date the project administrator begins accepting voucher requests following a closure.

Providers

Providers may only request 30 vouchers within the first 90 days of new fiscal-year funding becoming available or the date the project administrator begins accepting voucher requests following a closure. After 90 days the cap is lifted.

Small Fleets

Each eligible small fleet may request up to five vouchers per funding cycle/year.

Program Oversubscription Process

Funds are available on a first-come first served basis until funds are expended. Voucher requests after funding has been expended will be placed on a contingency list. However, funding for voucher requests on the contingency list are not guaranteed. While contingency lists will be managed by the project administrator, CARB reserves the right to set additional criteria for, modify, or eliminate any contingency lists, such as through updates to the Implementation Manual. CARB also reserves the right to evaluate funding needs by program category and may modify funding allocations to ensure that overall HVIP goals are appropriately met.

Voucher Request Process & Requirements

An HVIP approved dealer completes an initial voucher request in the Voucher Processing Center on behalf of the Provider for the small fleet. Provider contact information must be listed on the voucher request and the eligible small fleet end user must be identified.



Voucher requests must include <u>all</u> required documentation showing compliance with all California laws and regulations. In addition, prior to submitting voucher requests, drayage and short haul fleets of one vehicle or larger, must submit a public attestation that they are in full compliance with Assembly Bill 794² and all labor laws, at <u>www.cazevlaborlawcompliance.org/s/</u>. See the HVIP IM for details.

An individual purchase order between the Dealer and the Provider must be submitted for each small fleet customer. While a small fleet must be identified at the time of application, a separate executed final agreement between the Provider and small fleet is not required at the time of the voucher request but is needed prior to redemption. Once the HVIP approved dealer submits the voucher request with <u>all</u> required documentation, it is considered complete and ready for review. HVIP administrators will work directly with the dealer to gather information as needed to advance the voucher through approval.

Avoiding Submission Errors

Common issues that can delay application processing include invoices that are not sufficiently itemized or signed, invalid or unverified domicile addresses, missing CA or DOT numbers, showing as non-compliant in the TRUCRS database, and other issues. For a complete guide on successful voucher submission and requirements, please see the ISEF Voucher Intake Guide below. Please refer to the HVIP Implementation Manual for a complete Voucher Progression Overview.

Upon approval of the voucher request, terms and conditions will be issued to the Provider, small fleet, and HVIP approved dealer for signature. ISEF terms and conditions are unique to ISEF vouchers and are different from those in the HVIP IM. A sample of the ISEF terms and conditions can be found below.

All parties must respond to administrator requests in a <u>timely</u> <u>manner</u> to avoid risking voucher cancellation.

Per HVIP, all vouchers must be redeemed within 18 months of submission. Requests for voucher extensions beyond 18 months will be reviewed by the administrator in consultation with CARB on a case-by-case basis following the guidance outlined in the HVIP IM.

Provider Service Agreement Requirements

A service agreement between the Provider and the small fleet will be required before redemption. Service agreements must include, at a minimum, the following details:

- Vehicle quantity and description (must match voucher request)
- Lease/rental term The agreement must demonstrate how the incentive is being passed down to the small fleet.
- Vehicle domicile address (must match voucher request)
- Fees associated with rental, lease and transportation as a service (maintenance, fueling fees, infrastructure, telematics fees, etc.).
- Responsible party for insurance
- Any complimentary services offered

² Full text for Assemble Bill 794 is available at:

https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB794



If a vehicle is rented, leased, or subscribed to by a different eligible small fleet (i.e., not the original requestor) within the 3-year term, it must be reported to the administrator by completing the bi-annual report. Any vehicle resale within the 3-year term must be pre-approved by CARB.

Telematics & Reporting

In accordance with the HVIP IM, Providers must submit all required reports for at least three years, such as the annual usage survey and questionnaire. In addition, Providers must track users to reasonably ensure that funded vehicles are with small fleet operators at least 200 days per year.

In situations where an approved provider solution allows for frequent fleet turnover, such as a shortterm rental, Providers may submit a report every 6 months that discloses the fleet and service use of the vehicles - this is in lieu of requiring pre-approval of all domicile address changes as outlined in the HVIP IM.

Stacking with Other Funding Sources

HVIP vouchers may be combined or "stacked" with other eligible public incentives, where applicable, to further support fleet purchase decisions. To combine eligible public incentives, the provider must ensure that all stacking requirements are met for both HVIP and any respective public incentive program. Please review the HVIP IM for detailed stacking requirements, disclosures, and examples.

Note that, per Ports funding policy, Drayage Truck Funding from the Ports of Los Angeles and Long Beach cannot be combined with ISEF innovative models that involve third party providers. However, small fleet straight purchases and long-term leases funded through standard HVIP may be combined with available Port funding.

Definition of Terms

"Fleet" for the purposes of this program is entities with operations in California that will operate the vehicle funded by an ISEF voucher.

"Innovative Solution" for the purpose of this program includes flexible leases, short-term rentals, truckas-a-service, bus-as-a-service, assistance with infrastructure, individual owner planning assistance, and includes other innovative financing solutions that may be proposed through the Provider application process.

"Provider" for the purposes of this program means the entity that completes the Provider Eligibility Application to propose an innovative solution offering for ISEF eligible fleets. Providers can be companies involved in the lease, rental, financing, subscription, and fueling of commercial zero-emission vehicles.

"Short- term lease" for the purpose of this program are long-term agreements, usually for two to four years, where a fixed monthly payment is set and sometimes results in a lease-to-own option. ISEF allows for leases less than 36 months, whereas HVIP requires leases to be at least 36 months or greater.

"Short-term rental" for the purpose of this program is a service agreement ranging from a day to multiple months.

For a full list of definitions for terms, view the HVIP IM at https://californiahvip.org/im/.



Innovative Small E-Fleet (ISEF) - Voucher Request Intake Guide

June 3, 2024

*To be used by Dealers to gather information in preparation of submitting ISEF voucher requests.

Below are the requirements needed for **Dealers** to successfully request an Innovative Solution Provider Voucher request through the Voucher Processing Center (VPC). Please note, only approved HVIP Dealers may request vouchers through the VPC, however, this form can be used by Providers to gather information for the Dealers.

Required Information -

Small Fleet Information:

- o Fleet Company Name:
- o Fleet Contact Name:
- o Fleet Email Address:
- o Fleet Phone #:
- o Fleet Domicile Address:
- o Fleet Mailing Address:
- o Fleet Size (20 and fewer, this includes any unredeemed HVIP vouchers in queue):
 - Check fleet size here: <u>SAFER Web Company Snapshot (dot.gov)</u>
- o Fleet DOT #:
- o Fleet CA # :
 - Fleets looking to lease a vehicle less than 10,000GVWR are exempt from needing to have a DOT or CA number.
- o Fleet Annual Revenue (\$15M or less):
- o TRUCRs Compliance Check (*Compliance is required at Accepting Pending Confirmation status*)
 - Check TRUCRs here: <u>Truck and Bus Regulation: Check Compliance Status | California</u> <u>Air Resources Board</u>
- o Fleet Attestation: <u>Submit Your Attestation (cazevlaborlawcompliance.org)</u>

Provider Information:

- o Provider Company Name:
- o Provider Contact:
- o Provider Email Address:
- o Provider Phone Number:
- o Service Providing (Short term lease, rental, Truck-as-a-service, financing):
- o Signed purchase order between the Dealer and Provider.
 - Separate purchase orders are required for each customer request. Please do not submit one purchase order between the Dealer and Provider with all customer sales.
 - A service agreement will be required later in the voucher processing time, but not at the time of request.



ISEF Terms and Conditions

Innovative Small E-Fleet (ISEF) Providers and Fleets - Voucher Request and Terms and Conditions Form 06/03/2024

As a condition for participating in the State of California, Air Resources Board (CARB) Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP), the provider and fleet must comply with the requirements below:

As it pertains to - Provider

- 1. I, the Provider have read, understand, and agree to all provisions in the HVIP Implementation Manual;
- I, the Provider understand that I must notify the administrator as required of fleets who operate the vehicle and understand that I must verify that the new fleet meets ISEF Requirements. CARB and its administrator reserve the right to deny new agreements if they do not comply with ISEF requirements;
- 3. I, the Provider certify that if the Drayage Early Adopter Incentive is requested that the fleet meets all definitions and operational requirements;
- 4. I, the Provider agree to disclose all sources of public funding that apply to the purchase of any vehicles and infrastructure for which I request HVIP vouchers;
- 5. I, the Provider, agree to retain ownership/lease of the vehicle for at least three years from the date of purchase/lease, unless given explicit prior written approval from CARB to sell or transfer the vehicle;
- 6. I, the Provider agree to keep written records of the vehicle purchase/lease for three years after the purchase/lease date and provide CARB, Administrator, or their designee with these records within ten days of their request. Records include but are not limited to: the vehicle invoice, proof of purchase, bill of lading, DMV records, vehicle payment information and related bank records, and purchaser/lessee fleet information. The Provider understands that this voucher request is only valid for the equipment acquired through this specific dealer/manufacturer, and that any voucher provided based on this voucher request will be null and void if the purchaser/lessee, dealer/manufacturer, or vehicle identified herein change prior to voucher redemption or for noncompliance with applicable HVIP requirements, unless pre-approved by CARB;
- 7. I, The Provider agree to own/lease/rent and operate this vehicle 100 percent in California for a minimum of three years from the date of purchase/lease unless: 1) the vehicle is an emergency response vehicle which may be deployed out of state, 2) the vehicle address identified in this form is in a county that borders Arizona, Nevada, Oregon or Mexico, or 3) the vehicle is a Class 8 truck conducting business outside of California. In the first two cases only, the vehicle may operate outside of California for up to 25 percent of its mileage. For the third case, the vehicle may operate outside of California for up to 50 percent of its mileage. Military vehicles are not subject to this requirement. The Provider have the legal authority to apply for incentive funding



for the entity described in this agreement. The Provider, agree that failure to comply with the terms of this agreement may result in repayment to CARB of voucher funds received;

As it pertains to – Provider and Small Fleet Operator

- 8. The Provider/Fleet, agree to register the vehicle in California with the Department of Motor Vehicles (DMV). Military and U.S. Postal Service vehicles are not subject to this requirement;
- 9. The Provider/Fleet agree to maintain vehicle insurance as required by law;
- 10. The Provider/Fleet, agree to provide access to the necessary charging/fueling equipment at the domicile location or a copy of their company's charging policy showing private or public charging/fueling access;
- 11. The Provider/Fleet agree to allow CARB or their designee to verify the vehicle registration with the DMV;
- 12. The Provider/Fleet understand they will receive automated emails from the HVIP Voucher Processing Center when the Dealer requests or redeems a voucher on their behalf, or if the voucher is cancelled for any reason. If a different person should receive the messages, then voucherprocessing@tetratech must be notified. The Provider/Fleet agree to respond promptly to requests for information;
- 13. The Provider/Fleet have reviewed and verified all information in all sections of the voucher request, including the fleet definitions, Disadvantaged Community, and all other Purchaser Information on this request form, and including the Vehicle and Vehicle Vocation / Type selected for this voucher; the Provider/Fleet agree to never modify the vehicle's emission control system, engine, or engine software calibrations, if equipped;
- 14. The Provider/Fleet, agree to ensure that all funded plug-in electric vehicles, including plug-in hybrid, battery-electric and equipment with zero- emission power take-off units, will be charged regularly as recommended by the vehicle manufacturer in order to ensure battery durability and reliability;
- 15. The Provider/Fleet understand that the fleet must maintain compliance with all applicable federal, state, and local air quality rules and regulations, including but not limited to the CARB Truck and Bus Regulation or Advanced Clean Fleets Regulation; furthermore I understand that CARB reserves the right to check compliance at any time. The Provider/Fleet, agree that if a TRUCRS reporting exemption is claimed, that a letter of explanation must be submitted within 30 calendar days of the date the voucher was requested to <u>voucherprocessing@tetratech.com</u>. The Provider/Fleet agree that the purchased/leased vehicle and emission reductions it generates shall not be used as emission reductions to comply with an enforcement obligation;
- 16. The Provider/Fleet agree to complete the annual usage survey and questionnaire for three years, as requested by CARB. Military vehicles are not subject to this requirement;
- 17. The Provider/Fleet agree to the Manufacturers Terms and Conditions for usage of the vehicle's telematics device. Additionally, the Provider/Fleet agree to allow the Manufacturer to have access to the vehicle location and on/off data so the Manufacturer can report to CARB, or their



designee, the vehicle operation telematics for each HVIP-funded vehicle within disadvantaged communities. Military vehicles are exempt from this requirement;

- 18. The Provider/Fleet agree to be available for a follow-up inspection by CARB, Administrator or their designee, if requested; the Provider/Fleet agree that all information associated with this voucher request and voucher redemption, including business name and address, contact information, and sales transaction are public information and subject to release, The Provider/Fleet, understand that this information will also be shared with geographically relevant utility provider(s) for the purposes of infrastructure planning and incentive coordination;
- 19. The Provider/Fleet will abide by the terms of the service, rental, lease, or financing agreement supplied in support of this voucher request. Deviation from the supplied agreement may result in repayment to CARB of voucher funds.
- 20. The Provider/Fleet, as applicable, will certify compliance with state labor laws as required by AB 794, will remain in compliance with labor laws for at least three years after voucher redemption, and will retain direct control over the manner and means for performance of any individual using or driving the vehicle. Submit the attestation annually at https://www.cazevlaborlawcompliance.org/s/;
- 21. Providers/Fleets that provide false or misleading information may be barred from future participation in CARB incentives, may be subject to enforcement action, asked to return funding to CARB, and other legal remedies;
- 22. The Provider/Fleet agree the information provided in this application is true and all supporting documentation is true and correct and meet the minimum requirements of HVIP;
- 23. The Provider/Fleet understand that CARB reserves all rights and remedies available under the law to enforce the terms of this agreement.

Funding Source (i.e, name of	Funding Organization	Anticipated Funding	Date or Anticipated
grant program)		Amount	Date of Funding

Per #4: List Additional Public Funding Sources for this Vehicle, if any:

(Note: Federal Transit Administration Formula Funding does not need to be included but discretionary FTA funds must be included)



To support the deployment of your new clean vehicle, this HVIP voucher may be able to be accompanied by infrastructure funding from the California Energy Commission's EnergIIZE Commercial Vehicles program. Please indicate below whether you are interested in infrastructure funding, and more information about timeline and participation details will be provided to you.

I already have infrastructure funding in place to support this vehicle(s): o Yes o No I am interested in receiving EnergIIZE funding for infrastructure for this vehicle(s): o Yes o No I am purchasing a drayage vehicle and plan to use public charging: o Yes o No In addition to EnergIIZE infrastructure funding, I need help planning for my infrastructure project to support this vehicle deployment (i.e., siting coordination): o Yes o No This voucher request represents my organization's first zero-emission vehicle purchase: o Yes o No If you answered yes to the question above, have you contacted your utility service provider? o Yes o No If you are not sure which utility service provider is relevant to your project, refer to the map at California State Geoportal By signing HVIP Voucher 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 under penalty of perjury that the information provided is accurate. Name of Small Fleet: _____ Contact Name: ______ Signature of Small Fleet: Date: _____ Name of Provider Company: _____

Signature of Provider Company:	

Contact Name: _____

Date: _____



Innovative Small E-Fleet (ISEF) Dealer - Voucher Request and Terms and Conditions Form Effective 06/03/2024

- 1. I have read, understand and agree to all provisions in the HVIP Implementation Manual;
- 2. The vehicle and vehicle order information identified on this form are true and correct;
- 3. I certify that this HVIP voucher request corresponds with a real and completed vehicle order, which has not yet been delivered to the purchaser;
- 4. I understand that after a voucher request is submitted, the vehicle, the provider, or the lessee/end-user fleet operator cannot be changed, and that any voucher request will be null and void if changes are made prior to voucher redemption, unless otherwise pre-approved by the California Air Resources Board and its administrator;
- 5. I have not inflated the price of the HVIP funded vehicle and I agree to deduct 100% of the requested voucher amount from the price of the vehicle;
- 6. I agree to be available for a follow-up inspection by the California Air Resources Board, Administrator, or their designee, if requested;
- 7. I agree to keep written records of the vehicle purchase for three years after the purchase date and provide the California Air Resources Board or its designee with these records within ten days of their request. These records include but are not limited to the vehicle invoice, proof of purchase, bill of lading, California Department of Motor Vehicle records, vehicle payment information and related bank records, and purchaser fleet information;
- 8. I agree to keep my Voucher Processing Center account active while I have unredeemed vouchers, including any required training, and including shared accounts;
- 9. I have the legal authority to participate in HVIP for the Dealer described in this agreement;
- 10. I understand that any information submitted may be subject to public requests for information;
- 11. I understand that program participants who provide false or misleading information may be barred from future participation in CARB incentives, may be subject to enforcement action, asked to return funding to CARB, and other legal remedies.
- 12. I understand that California Air Resources Board reserves all rights and remedies available under the law to enforce the terms of this agreement.

By signing HVIP Voucher 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 under penalty of perjury that the information provided is accurate.

Dealer:
Name of Dealer Representative:
Signature of Representative:
Date: