

SECOND AMENDMENT TO AGREEMENT NO. 22-9856
BETWEEN THE CITY OF LOS ANGELES AND
CALSTART, INC.

THIS SECOND AMENDMENT to Agreement No. 22-9856 is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board"), and CALSTART, INC. ("Consultant") as follows:

1. Subsection B.1. of Section 3. EFFECTIVE DATE AND TERM OF AGREEMENT is deleted in its entirety and replaced with the following:

"B. This Agreement shall be in full force and effect commencing from the date of execution and shall continue until the earlier of the following occurs:

1. Five (5) years have lapsed from the effective date of this Agreement;"

2. Section 5. COMPENSATION AND PAYMENT is deleted in its entirety and replaced with the following:

"5. COMPENSATION AND PAYMENT

A. Compensation. Consultant shall not receive any compensation for performance of the services required by this Agreement.

B. City Funding. The maximum payable under this Agreement shall be Forty Million Dollars (\$40,000,000), payable as set forth in Exhibit A. City shall fund the Voucher Incentive Program using monies collected under the Department's Clean Truck Fund. Funding is expected to be allocated for the Voucher Incentive Program after the Clean Truck Fund begins on April 1, 2022. At the time of the effective date of this Agreement, no funding is available and shall become available only if the Department collects fees under the Clean Truck Fund and allocates said funds to the Voucher Incentive Program.

C. Port Voucher Incentive Account. Consultant shall establish a Port Voucher Incentive Account, which shall be used by Consultant to deposit City's funding contributions and make payments on behalf of the City for approved Voucher Agreements under the Voucher Incentive Program. Accrued interest on the Port Voucher Incentive Account shall be available for additional Voucher Incentives funding.

D. Invoice Submission. For each Voucher Incentive Program application, Consultant shall submit to City an invoice (in a format approved by the City) and a completed Voucher Incentive Program Voucher Agreement to the City. Consultant shall also submit additional supporting documents as set forth in Exhibit A - Second Amendment. Consultant shall not issue payment vouchers or release Voucher

Incentive funds unless and until it receives from the City a Program Voucher Agreement signed by a City representative as set forth in Subsection E. Consultant shall pay City-approved invoices from funds available in the Port Voucher Incentive Account. If no funds are available in such Account, consultant shall invoice the City for said invoices.

E. City Approval. All Voucher Incentive Program Voucher Agreements shall be reviewed and approved by the Executive Director or his designee. All Voucher Incentive Program Voucher Agreements found acceptable and approved by the City shall be returned to Consultant for issuance of the voucher(s) requested and release of Port Voucher Incentive funds in payment thereof.

F. Funding Account Balances. Upon approval of each Program Voucher Agreement, the City may provide additional disbursements into the Port Voucher Incentive Account in amounts not exceeding the total amount of approved Program Voucher Agreements at the time of disbursement. In the event of increased Program activity, the City may, at its sole discretion, provide additional funding into the Port Voucher Incentive Account, in order to maintain funds sufficient to provide timely payment of Incentive Vouchers upon truck delivery to dealers. In no event shall the Port Voucher Incentive Account be funded in excess of the higher amount of either \$6,000,000 or 15% of the total funding then available under Subsection B. Upon depletion of the Port Voucher Incentive Account below these amounts, the City shall not provide funding in excess of the total amount authorized under Subsection B without a written amendment to the Agreement executed by the Parties.

G Return of Unspent Funds. All funds paid by the City into the Port Voucher Incentive Account, including accrued interest, which are not committed for a Voucher Incentive payment at the time of expiration or termination of this Agreement shall be returned by Consultant to the City within 90 days after expiration or termination of this Agreement.”

3. Exhibit A - First Amendment “*Port of Los Angeles Zero-Emission Truck Voucher Incentive Program Scope of Work*” is removed in its entirety and replaced with Exhibit A - Second Amendment, “*Port of Los Angeles Zero-Emission Truck Voucher Incentive Program Scope of Work*” which is attached hereto and made a part hereof.

4. Exhibit A, Attachment 3 “*Port of Los Angeles Zero-Emission Truck Voucher Incentive Program, Voucher Request Form*” is removed in its entirety and replaced with Exhibit A, Attachment 3 – Second Amendment “*Port of Los Angeles Zero-Emission Truck Voucher Incentive Program Voucher Agreement*” which is attached hereto and made a part hereof.

Except as amended herein, all remaining terms and conditions of Agreement No. 22-9856 and First Amendment No. 23-9856-A shall remain in full force and effect.

The effective date of this Amendment shall be the date of its execution by Executive Director following authorization of the Board and the Los Angeles City Council. Consultant is aware that the City Council, pursuant to Charter Section 373 of the City of Los Angeles and Los Angeles Administrative Code Section 10.5, the City Council is required to approve this Second Amendment for it to be effective.

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IN WITNESS THEREOF, the parties hereto have executed this Second Amendment to Agreement No. 22-9856 on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners

Dated: _____

By _____
EUGENE D. SEROKA
Executive Director

Attest _____
AMBER M. KLESGES
Board Secretary

CALSTART, INC.

Dated: _January 17, 2025

By: _____ 

Marc Gottschalk - Chief Legal Counsel (Print/type name and title)

Attest: _____ 
Danielle Jones - Contract Financial Analyst

APPROVED AS TO FORM AND LEGALITY

January 27, 2024
HYDEE FELDSTEIN SOTO, City Attorney
Steven Y. Otera, General Counsel

By _____ 
JOY M. CROSE, Assistant General Counsel

EXHIBIT A - Second Amendment

PORT OF LOS ANGELES ZERO-EMISSION TRUCK VOUCHER INCENTIVE PROGRAM

SCOPE OF WORK

I. Voucher Incentive Program Description

The City of Los Angeles Harbor Department (“City”, “Harbor Department” or “Department”) established the initial Zero-Emission (“ZE”) Truck Voucher Incentive Program (“Voucher Incentive Program”) in March of 2022 to incentivize the purchase of ZE trucks that provide drayage services at the San Pedro Bay Ports. The Voucher Incentive Program is helping to fund the transformation of port drayage truck fleets, thereby assisting the City in meeting the goal of 100% ZE truck operations at the Port of Los Angeles by 2035. Funds for the Voucher Incentive Program come from the Harbor Department’s Clean Truck Fund Rate, which began collection in April 2022.

The California Air Resources Board (“CARB”) established its Clean Truck & Bus Voucher Incentive Project (HVIP, formerly Hybrid Truck & Bus Voucher Incentive Project) in 2009 as part of the AB118 Air Quality Improvement Program. This statewide HVIP is designed to provide funds to offset the incremental cost of eligible advanced medium- and heavy-duty vehicles. The statewide HVIP helps commercialize advanced vehicle technologies and supports a critical ramp-up in production that is necessary to increase deployment of lower emission vehicles, assisting the state in meeting its clean air goals.

CALSTART, Inc. (“CALSTART” or “Contractor”) administers CARB’s HVIP, through Grant Agreement Number G19-HVIP-01, effective January 23, 2024. Through HVIP, CALSTART has established a project infrastructure to provide program outreach, project planning and development, voucher distribution and processing, program monitoring and reporting. The Harbor Department is collaborating with CALSTART to utilize this existing HVIP project infrastructure to manage the Harbor Department’s incentive funding for qualifying truck purchases.

CALSTART shall ensure that the funds provided by the City are dedicated to the purchase of HVIP-approved ZE Class 8 trucks, with the purchasers/truck owners agreeing to provide truck drayage services to the San Pedro Bay Ports for at least a three-year period after the Date of Voucher Redemption, defined as the date the HVIP Redemption Voucher is last signed by either a dealer or purchaser/owner. Lessees are not acceptable Voucher Incentive Program signatories or recipients.

II. Voucher Incentive Program Funding Amounts

CALSTART will identify eligible participants of CARB’s HVIP program to receive the Department’s Voucher Incentive Program funds as follows:

- Up to \$75,000 from Harbor Department funds to be used toward the purchase

EXHIBIT A - Second Amendment

base price of CARB-approved ZE Class 8 trucks, not including taxes and fees, by a company or individual purchaser. This is additional to the CARB voucher amount per the HVIP Implementation Manual.

- Up to \$100,000 from Harbor Department funds for the purchase base price of the ZE Class 8 vehicle for POLA voucher applications by small fleets, as defined in CARB's HVIP implementation guidelines. This is additional to the CARB voucher amount per the HVIP Implementation Manual.
- The Department's Voucher Incentive Program funding may be used for trucks receiving incentive funding from other federal, state (including other CARB funding programs), or local government funding sources as allowed by HVIP and the individual funding source guidelines.
- Any applicant awarded an HVIP voucher only prior to the effective date of the First Amendment to Agreement No. 22-9856 is eligible for Harbor Department funding of \$75,000 or \$100,000 (small fleet applicants) only if the applicant's ZE truck has not been delivered to the authorized vendor prior to an applicant applying for Department funding. The Harbor Department shall not make payments for ZE trucks obtained prior to the effective date of the First Amendment to Agreement No. 22-9856 from other incentive funding sources.

To prevent cancellation of POLA voucher applications received during the initial Harbor Department only funding released on September 12, 2022, the Harbor Department funding amounts for each voucher will be increased to up to \$225,000 or \$250,000 (if they are a small fleet). These September 2022 solicitation POLA vouchers will not stack with HVIP vouchers and will be fully paid for by Harbor Department funding.

If CARB HVIP funding is exhausted during any funding year as defined by CARB's HVIP Program, the Harbor Department Executive Director has delegated authority to approve voucher funding up to \$400,000 per truck.

III. The Harbor Department is responsible for the following tasks under the Voucher Incentive Program:

1. The CARB-CALSTART Agreement, Grant No. G22-HVIP-01, is set forth herein as Attachment 1. If the CARB-CALSTART Agreement is amended in a way that materially impacts the Department's Voucher Incentive Program, the CARB HVIP amendment shall be approved by the Los Angeles Board of Harbor Commissioners through an amendment to Agreement No. 22-9856.
2. The CARB HVIP Implementation Manual ("Implementation Manual"), dated effective October 31, 2024, is set forth herein as Attachment 2. If the Implementation Manual is revised in a way that materially impacts the Department's Voucher Incentive Program, exclusive of the annual Implementation Manual update, the revised Implementation Manual shall be incorporated into

EXHIBIT A - Second Amendment

Agreement No. 22-9856 by amendment approved by the Los Angeles Board of Harbor Commissioners.

3. The Executive Director or his designee has delegated authority to confirm in writing that any modifications to CARB's HVIP approved ZE Class 8 drayage trucks that relate to new fuel type technologies, as posted on CALSTART's HVIP website at <https://californiahvip.org/vehiclecatalog/>, are acceptable to the City's program, and that the Department's incentive funding may be used for vouchers for the CARB HVIP approved ZE Class 8 drayage trucks.
4. The Executive Director or his designee has delegated authority to confirm in writing when funding becomes available for the Voucher Incentive Program, including but not limited to notice regarding the amount of available funding, when Harbor Department voucher funding may begin and the payment method the Department will use to transmit funds to CALSTART.
5. The Executive Director or his designee, shall review Voucher Incentive Program Voucher Agreements (Attachment 3), upcoming voucher payments and a monthly Status Report from CALSTART, and sign and return Voucher Agreements when each is found to be in compliance with Voucher Incentive Program requirements. In any instance where a Voucher Agreement or Status Report are not in compliance with the Voucher Incentive Program, the Executive Director or his designee shall provide a written response to CALSTART stating the reasons for rejecting said documents.
6. At least quarterly, or upon reasonable request from CALSTART, the Executive Director or his designee shall confirm in writing the amount of Voucher Incentive Program funding that is available for CALSTART to issue vouchers, and provide written notice to CALSTART if previously reported funding amounts have increased or decreased.
7. Participate in regular, as-needed, meetings with CALSTART to discuss Voucher Incentive Program status, project refinements, and any other project-related issues as they may arise from time to time.
8. Review modifications to CARB's HVIP Implementation Manual (at CARB's discretion), CALSTART's HVIP website as it relates to the Department's Voucher Incentive Program, HVIP voucher request forms, voucher payment verifications and CALSTART progress reports.
9. Fund the Port Voucher Incentive Account as set forth in Section 5 of the Agreement for the payment of the Department's funding of Voucher Incentive Program payments for qualified ZE truck purchases, and replenish the account with periodic payments for approved Voucher Incentive Program payments during the term of the Agreement.

EXHIBIT A - Second Amendment

10. Provide project oversight, review, and accountability in conjunction with CALSTART's obligations under the Agreement.

IV. Consultant shall perform the following tasks for the Department's Voucher Incentive Program:

1. Implement the Department's Voucher Incentive Program and integrate it into the CARB HVIP by performing; i) applicable duties and requirements set forth in the CARB- CALSTART Agreement, ii) applicable duties and requirements set forth in the HVIP Implementation Manual, and iii) any additional services specific to the Department's Voucher Incentive Program as set forth herein. Whether any duty or obligation of CALSTART under CARB's HVIP applies to the Department's Voucher Incentive Program shall be decided by the Harbor Department Executive Director after reasonable consultation with CALSTART.
2. Promote the Voucher Incentive Program through CALSTART's website by announcing and advertising the availability of funds under the Voucher Incentive Program and update the existing HVIP website to include the Department's Voucher Incentive Program with all applicable forms and program requirements. Ideally, the promotion and advertising will be done in conjunction with CARB's HVIP funding rounds as they occur from time to time. Maintain continuous real-time updates on CALSTART's website showing available Voucher Incentive Program funds.
3. Conduct outreach to potentially eligible applicants providing drayage services to the Port of Los Angeles and the Port of Long Beach and inform them of the additional funding that is (or may be) available through the Voucher Incentive Program, depending on actual funding allocation of collected Clean Truck Fund Rate revenues. Ideally, outreach will occur in conjunction with CARB's HVIP funding rounds as they occur from time to time.
4. Using the CARB electronic HVIP Voucher Request Form and Voucher Redemption Form, as modified to integrate the Department's Voucher Incentive Program Voucher Agreement, obtain applications for qualified ZE truck purchases.
5. Evaluate Voucher Incentive Program applications on a first-come, first-served basis pursuant to the requirements outlined in the HVIP Implementation Manual; verify eligibility of the applicants and the selected ZE truck; and ensure that applicants can satisfy the operational criteria with respect to performing drayage services at the San Pedro Bay Ports. The Department's Voucher Incentive Program purchaser eligibility requirements shall include the following provisions:
 - a) Comply with all CARB HVIP Program criteria.

EXHIBIT A - Second Amendment

- b) Select an eligible ZE truck to purchase from the list published on the HVIP website.
 - c) Complete and sign the Port of Los Angeles Zero-Emission Truck Voucher Incentive Program Voucher Agreement. See Attachment 3.
 - d) Register the ZE truck into the San Pedro Bay Ports' Port Drayage Truck Registry (PDTR) and comply with PDTR insurance requirements within 60 days of delivery.
 - e) Remain registered in the PDTR for three years after the date of Voucher Redemption.
 - f) Provide drayage services with the ZE truck to the San Pedro Bay Ports by making at least 50 trips per year for a period of three-years after the date of voucher redemption. Half of the 50 annual trips (25 trips) shall occur at Port of Los Angeles terminals. A trip is defined as a single loaded gate entry to a port terminal.
 - g) Comply with all local, state, and federal laws.
6. Maintain Excel spreadsheets, in a format approved by the Executive Director or his designee, to track all applications and vouchers associated with the Voucher Incentive Program, which shall include, but not be limited to, participant contact information, vendor contact information, vehicle information, delivery time information, voucher amount distributed, Date of Voucher Redemption, number of trucks per request, and annual survey information.
 7. Utilizing funds available in the account for Department funding, distribute voucher funds to dealers/vendors/manufactures for the Department's portion of approved funding and in accordance with the terms of the Voucher Incentive Program, using the procedures set forth in the CARB HVIP program.
 8. Include Harbor Department questions, if any, in CARB's Annual Usage Survey and collect vehicle operational information annually from each Voucher Incentive Program participant for a period of three years after the date of voucher redemption for each truck. Harbor Department survey questions will address vehicle miles traveled, truck trips to the Port of Los Angeles and the Port of Long Beach, truck maintenance performed, and current registry status with the San Pedro Bay Ports' Port Drayage Truck Registry.
 9. Provide to the Harbor Department all applicable reports and notices set forth in the CARB-CALSTART Agreement (as amended from time to time) and the HVIP Implementation Manual (as revised from time to time) for the Voucher Incentive Program, including monthly Status Reports (per Section b, iii, 5,g of the CARB-CALSTART Agreement) and provide the Department with written notice when program participants are at risk of non-compliance, or are non-compliant, with any Voucher Incentive Program participation requirements.

Exhibit A, Attachment 1

STATE OF CALIFORNIA
California Environmental Protection Agency
AIR RESOURCES BOARD
ASD/BCCB-337 (NEW 10/2017)

GRANT AGREEMENT COVER SHEET

GRANT NUMBER
G19-HVIP-01, **Amendment 1**

NAME OF GRANT PROGRAM Hybrid and Zero Emission Truck and Bus Voucher Incentive Project	
GRANTEE NAME CALSTART, Inc.	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 95-4375022	TOTAL GRANT AMOUNT NOT TO EXCEED \$105,435,000.00 \$122,709,962.00
FISCAL GRANT TERM FROM: March 2, 2020	TO: March 31, 2024 May 2, 2025
PROJECT PERFORMANCE PERIOD OF GRANT AGREEMENT FROM: March 2, 2020	TO: March 31, 2024 May 2, 2025

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and CALSTART, Inc. (the "Grantee"). The parties mutually agree to amend this Grant Agreement. Amendments are shown as deletions in strikethrough and as additions in **bold and underlined** text. All other terms and conditions remain the same.

Exhibit A – Grant Provisions

Exhibit B – Work Statement:

- Attachment I – Budget Summary
- Attachment II – Project Milestones and Disbursement Schedule
- Attachment III – Project Schedule
- Attachment III – Key Project Personnel

Exhibit C – Grantee Application Package

The purpose of Amendment 1 is to extend the time of the project and to add additional funding.

This Amendment also includes changes to Exhibit A and B. This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.

The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME California Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE) CALSTART, Inc.	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY: <i>Brandy Hunt</i>		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION) <i>[Signature]</i>	
TITLE Contracts, Procurement, and Grants Branch Chief, ASD	DATE 2/17/2021	TITLE EXECUTIVE VICE PRESIDENT	DATE 2/16/2021
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 48 South Chester Avenue, Pasadena, CA 91106	

CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT \$17,274,962.00	PROGRAM 351000L32 351000L32	PROJECT 3900-LCTI 3900-LCTI	ACTIVITY 3228HVIP19HVIP 3228HVIP20HVIP
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$105,435,000.00	FUND TITLE Greenhouse Gas Reduction Fund	FUND NO. 3228	
TOTAL AMOUNT ENCUMBERED TO DATE \$122,709,962.00	(OPTIONAL USE)	FISCAL SUPPLIER ID 000027167	CHAPTER 23 6 STATUTE AB 74 SB 74
APPR REF 101 1013	ACCOUNT/ALT ACCOUNT 5432500 5432500	REPORTING STRUCTURE 39006100 39006100	SERVICE LOCATION 57207 57101 FISCAL YEAR (ENV) 2019/20 (\$14,506,132.00) 2020/21 (\$2,768,830.00)

I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE: <i>D. K...</i>	DATE 2/8/21
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GRANT PROVISIONS

- A.** The parties agree to comply with the requirements and conditions contained herein, as well as all commitments identified in the Fiscal Year 2019-20 Funding Plan for Clean Transportation Incentives for Low Carbon Transportation Investments and the Air Quality Improvement Program (AQIP) and the Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP) and Grantee Application Package. This includes all provisions, roles, and responsibilities identified in the HVIP Implementation Manual as amended from time to time.
- B.** Where applicable, the Grantee agrees to acknowledge the California Climate Investments program and California Air Resources Board (CARB) as a funding source for HVIP. Below are specific requirements for acknowledgement.

The California Climate Investments logo and name serves to bring under a single brand the many investments whose funding comes from the Greenhouse Gas Reduction Fund (GGRF). The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits. The Grantee agrees to acknowledge the California Climate Investments program as a funding source from CARB's Low Carbon Transportation program whenever projects funded, in whole or in part by this Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. The acknowledgement must read as follows: "This Project is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment particularly in disadvantaged communities." Guidelines for the usage of the CCI logo can be found at <http://www.caclimateinvestments.ca.gov/logo-graphics-request>.



Grantee agrees to acknowledge the California Air Resources Board (hereinafter referred to as CARB, the State, or the Board) as a funding source for HVIP when publicized in any news media, websites, applications, brochures, publications, audiovisuals, or other types of promotional material. The grantee agrees to adhere

to the Board's logo usage requirements in a manner directed by CARB. CARB logos shall be provided to the Grantee by CARB staff.



The CARB logo is a visual representation of our air environment. The arcs represent; the different elements that make up air we breathe, the protection of our atmosphere and the efforts we take to protect the health of Californians, the collaboration of multiple stakeholders all moving in the same direction together, and innovation with the arcs all growing and changing.

C. GRANT SUMMARY AND AMENDMENTS (if applicable)

Project Title: Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP)

Authorized Officials: Bill Van Amburg
Title: Senior Vice President

Total Funding: ~~\$105,435,000~~ 122,709,962.00¹

D. GRANT PARTIES AND CONTACT INFORMATION

1. This Grant is from CARB to CALSTART, Inc. (hereinafter referred to as Grantee).
2. CARB Project Liaison is Patrick Chen. Correspondence regarding this project shall be directed to:

Patrick Chen
California Air Resources Board
Mobile Source Control Division
P.O. Box 2815
Sacramento, California 95812
Phone: (626) 350-6520
Email: patrick.chen@arb.ca.gov

¹ Assembly Bill 74 (Ting, Chapter 23, Statutes of 2019), Sec. 1.50 item 3900-101-3228, schedule (2)(a) excluding \$1.42 million for CARB administration ~~and 25 percent of total allocation until completion of the fourth GGRF auction. This Grant Agreement will be amended with additional funding depending on the result of the fourth GGRF auction. This amendment adds \$14,506,132 from the fourth GGRF auction and \$2,768,830 from Budget Act of 2020, Senate Bill 74 (Mitchell, Chapter 6, Statutes of 2020), item 3900-492-3228.~~

The Grantee Liaison is Tom Brotherton. Correspondence regarding this project shall be directed to:

Tom Brotherton
Senior Program Manager
CALSTART, Inc.
48 South Chester Avenue
Pasadena, California 91106
Phone: (626) 744-5626
Email: tbrotherton@calstart.org

E. TIME PERIOD

1. Performance of work or other expenses billable to CARB under this grant may commence after full execution of this grant by both parties. Performance on this grant ends once the Grantee has submitted the final report or if this grant is terminated, whichever is earlier.
2. Upon completion of the project, the Grantee shall submit a draft final report to the Project liaison no later than **March 15, 2024 2025** (See Section K, Reporting, of this Grant Agreement).
3. Final request for payment and Final Report shall be received by CARB no later than **March 31, 2024 2025** (See Sections H[3] and K[2] of this Grant Agreement).
4. CARB Executive Officer retains the authority to terminate or reduce the dollar amount of this grant if by **January 1, 2024 2025**, 75 percent of project funding has not been reserved in the form of vouchers issued by the Grantee. In the event of such termination, Section H(4) of these provisions shall apply.

F. OPTION FOR NEW GRANT AGREEMENT

CARB, in its sole discretion, may exercise the option to award a new Grant Agreement for each of the following two fiscal years (FY 2020-21 and FY 2021-22). The Grantee understands and agrees that there is no guarantee that the FY 2020-21 or FY 2021-22 Grant Agreement will be awarded.

G. DUTIES AND REQUIREMENTS

This section defines the respective duties and requirements of CARB and the Grantee

in implementing HVIP.

1. California Air Resources Board

CARB is responsible for the following:

- a. Provide policy direction and review proposed drafts of the Implementation Manual in consultation with the Grantee.
- b. Selecting the Grantee.
- c. Evaluating and approving vehicles and equipment for HVIP eligibility. CARB is responsible for working closely with vehicle and equipment manufacturers in order to determine vehicle eligibility.
- d. Determining vehicle voucher amounts and providing this information to the Grantee.
- e. Participating in regular meetings with the Grantee to discuss project refinements and guide project implementation.
- f. Reviewing and approving project elements provided by the Grantee, such as the HVIP incentives webpage, voucher payment verification, and progress reports.
- g. Review and approve or return all Grant Disbursement Request Forms (Form MSCD/ISB-90).
- h. Distributing project funds to the Grantee.
- i. Providing project oversight and accountability (in conjunction with the Grantee).
- j. Verifying vehicle ownership through checking vehicle identification numbers (VIN) with the California Department of Motor Vehicles.
- k. Verifying that applicant is in compliance with all applicable regulations when the applicant is unable to present a TRUCR's certificate or additional compliance checks.

2. The Grantee

The Grantee is responsible for implementation of HVIP as approved by the Board as part of the FY 2019-20 Funding Plan for Clean Transportation Incentives (Funding Plan). The Grantee's responsibilities encompass five project areas to ensure the efficient and proper distribution of vouchers for eligible vehicles: project planning and development; education and outreach; voucher distribution

and processing; recordkeeping and reporting; and transition. These phases are to be completed in a manner directed by CARB and on a timeframe as stated in this grant agreement.

The Grantee is responsible for the on-the-ground project implementation and distributing voucher payments for eligible vehicles, including, but not limited to, the following tasks:

a. Project Planning and Development

- i. Finalize and update the Implementation Manual in consultation with CARB throughout the grant term.
- ii. Develop a policies and procedures document and flow chart that describes the Grantee's administrative action for processing vouchers. Examples include details on acceptable supporting documentation for voucher applications, process for voucher payments, fiscal procedures, protocols for recording CARB case-by-case approvals, and recordkeeping and audit procedures.
- iii. Assist CARB in updating the heavy-duty three-year investment plan on an annual basis starting with the FY 2020-21 Funding Plan by providing information to CARB upon request. Information requested by CARB may include, but not limited to, the following:
 - a) Status of the heavy-duty market;
 - b) Market and technical analysis on commercialized and emerging vehicle and equipment and infrastructure to determine the state of technologies;
 - c) Barriers and potential solutions;
 - d) Recommendations to improve HVIP and heavy-duty incentive programs;
 - e) Role of incentives and how incentive programs can complement near-term regulatory measures;
 - f) Review other heavy-duty incentive programs from CARB and other local, State and Federal agencies that support the commercialization and deployment of advanced clean heavy-duty vehicles and technologies;
 - g) Coordinate with heavy-duty vehicle technology providers and end user fleets, including school bus fleets, to forecast sales; and,
 - h) Document findings and update the three-year heavy-duty investment strategy.
- iv. Meet all applicable requirements of statutes; all applicable Funding Plans;

CARB's Funding Guidelines²; this solicitation; Appendix B: Sample Grant Agreement; the final Grant Agreement; the HVIP Implementation Manual including any future updates and/or revisions issued during the grant term. The Grantee must also ensure its subcontractors meet all the aforementioned requirements, as applicable. CARB's Funding Guidelines and Funding Plan are available at: www.arb.ca.gov/msprog/aqip/aqip.htm.

- v. Closely communicate with CARB to ensure that the most current vehicle eligibility list is being used.
- vi. Support and help inform CARB's determination of appropriate base voucher amounts for eligible pieces of equipment and voucher enhancement amounts
- vii. This will include gathering and providing cost information to help support CARB's determination of the estimated aggregated cost of new conventionally-fueled vehicles or equipment that could perform the same function as the vehicles for which manufacturers seek eligibility. This information will be used to calculate the incremental cost. This will be performed for each eligible equipment category outlined in the Implementation Manual, and reviewed periodically as market shifts take place. This cost will be determined on an equipment-specific basis and informed by discussions with fleets and other stakeholders, market data, and/or other relevant information.
- viii. Evaluate and implement innovative strategies to deploy advanced clean vehicles that will help reduce barriers to adoption, such as cost, lack of knowledge with new technologies, maintenance, and infrastructure. Strategies include vehicle lease solutions, secondary lease market for zero-emission vehicles with a focus on DACs, and other innovative strategies.

b. Education and Outreach

- i. Conduct statewide public outreach to vehicle dealers and fleets necessary for the project to be successful. Outreach could include on-site dealer trainings and public question and answer sessions.
 - a) Develop and implement outreach strategies to increase the awareness of fleets and dealers of the incentives to spur the adoption of advanced clean heavy-duty vehicles and equipment statewide;
 - b) Target outreach in disadvantaged communities (based on CalEnviroScreen 3.0³); and

² CARB, 2018; <https://ww2.arb.ca.gov/resources/documents/cci-funding-guidelines-administering-agencies>

³ The CalEnviroScreen 3.0 mapping tool is available at <https://oehha.ca.gov/calenviroscreen/report/calenviroscreen->

- c) Develop and implement a strategy to engage lower-income and disadvantaged communities through activities relevant to the community being served.
- ii. Develop/maintain a user-friendly public website that may be hosted by CARB, the grantee, or a CARB approved third party. The website, and all content posted thereto must be ADA compliant in accordance to the Web Content Accessibility Guidelines 2.0, or a subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria. The website must include, at a minimum:
 - a) General project information and instructions on how to participate;
 - b) A list of eligible vehicles and equipment and associated voucher amount;
 - c) Voucher request and voucher redemption forms which include terms and conditions to which purchasers must attest or commit;
 - d) Real-time voucher statistics, including vouchers requested and vouchers redeemed, dollars awarded by funding source, available and expended funds, location of voucher, and other statistics as defined by CARB such as vehicle type, location, and vocation;
 - e) Ability to provide a visual representation of where vouchers are being requested and/or disbursed with a mapping tool;
 - f) Ability to provide user survey data to display information such as demographics, dealer experience, motivations to purchase, decision-making process, etc., upon request by CARB;
 - g) Applicable documents and forms related to the project; and
 - h) Other information to support fleets including infrastructure funding information and links to other funding sources.
- iii. Develop, make available, and distribute language-specific and culturally-appropriate materials, to be determined by CARB which will be used for the effective implementation of HVIP. Language-specific materials must include, but not limited to, the following:
 - a) Outreach and education materials;
 - b) Website;
 - c) Owner requirements;
 - d) Terms and conditions agreement forms;

- e) Frequently asked questions; and
 - f) Contact information.
- iv. Train and approve vehicle dealers for participation in HVIP based upon eligibility criteria identified in the Implementation Manual.
 - v. Respond promptly to legislative and public requests regarding HVIP in coordination with CARB.
 - vi. Work with vehicle manufacturers to create a list of dealerships authorized to submit voucher requests and receive HVIP voucher payments.
 - vii. Develop and provide outreach materials, to be determined by CARB, which will be used to help inform fleets and stakeholders about how to access HVIP, describe advanced clean technologies, and/or acknowledge California Climate Investments as a source of funding. Outreach materials may include, but are not limited to, the following:
 - a) Posters;
 - b) Stickers;
 - c) Flash drives or other electronic media;
 - d) Apparel;
 - e) Pamphlets, flyers, and banners; and
 - f) Merchandise to be distributed at outreach events.

c. Voucher Distribution and Processing

- i. Ensure participating equipment manufacturers, vehicle dealers, purchasers and lessees meet all applicable HVIP requirements.
- ii. Support three year ownership and lease-term requirements by identifying and reporting voucher recipients to CARB who are at risk of not meeting the requirements.
- iii. Track and report vehicle resale inquiries to CARB.
- iv. Contact voucher recipients that have, or will potentially sell their vehicle early (See Section E[3] of the Implementation Manual).
- v. Review required documentation prior to voucher redemption. Documents include, but are not limited to, the following:
 - a) Signed Final Invoice – must show the final purchase price less the voucher amount and any other additional incentive funding. It must also provide line items listing:

- 1) Vehicle or equipment base price.
 - 2) Price of equipment upgrades (i.e., non-standard features).
 - 3) Sale price of any other equipment supported by HVIP.
 - 4) Voucher discount, including all voucher enhancements itemized.
 - 5) All applicable taxes and fees.
- b) Financing/Lease Documentation – copy of check, money transfer receipt, financing/loan agreement identifying the lien holder, and/or lease contract indicating terms of lease.
- c) DMV Registration or application, which includes:
- 1) California registration.
 - 2) Gross Vehicle Weight Rating (GVWR).
 - 3) California License plate number.
- d) Delivery Bill of Lading – must be signed and dated at delivery location.
- e) Line Setting Ticket (Factory Build Sheet) – manufacturer issued indicating GVWR.
- f) Digital photos of vehicle showing:
- 1) Vehicle from left side – showing completed vehicle with applicable numbering.
 - 2) Engine tag – with engine serial number (ESN) & Engine Family Number (EFN).
 - 3) VIN tag.
 - 4) Odometer.
- g) HVIP Vehicle Inspection signed by authorized dealer or Grantee representative.
- h) Vehicle must have no more than 3,500 miles at time of the vehicle inspection. Vouchers for vehicles with more than 3,500 miles may be redeemed on a case-by-case basis at the sole discretion of the CARB Project Liaison with sufficient evidence or explanation justifying such mileage.
- i) Verify there is a label placed on or in any zero-emission vehicle stating that no on-board fuel-fired heaters or auxiliary motors that emit any vehicle exhaust emissions or fuel-based evaporative emissions are present on the vehicle.

- j) Documentation to demonstrate that voucher applicants are in compliance with all applicable federal, state, and local air quality rules and regulations, including, but not limited to the CARB Truck and Bus Regulation and Innovative Clean Transit Regulation.
 - k) For voucher applicants proposing to use multiple grant or incentive funding sources, collect information on the name of the funding source, amount of funding requested, and what portions of the purchase will be covered by the funding. Follow the HVIP Implementation Manual and CARB's guidance to determine if co-funding is allowed with the proposed funding source.
 - l) Coordinate with other funding programs, including but not limited to, the Carl Moyer Memorial Air Quality Standards Program, Prop 1B Goods Movement Emission Program, Volkswagen Environmental Trust Funding, AB 617 Community Air Protection Program, and Funding Agricultural Replacement Measures for Emissions Reductions (FARMER) Program funds, to ensure that fleets are not inappropriately accepting multiple funding sources.
- vi. Use the criteria in the Implementation Manual to review and approve or disapprove voucher requests and document this process in each project file.
- vii. Require the purchaser/lessee and dealer to sign and date the HVIP Voucher Request Form.
- viii. Establish safeguards to ensure HVIP participants (i.e., equipment manufacturers and purchasers) conform to all applicable terms and conditions set forth in the Implementation Manual.
- ix. Distribute voucher payments to vehicle and equipment dealers for eligible vehicle and equipment purchases.
- x. The Grantee will develop a mechanism to notify the electric utility for the service area of the vehicle operator of any plug-in equipment purchase plans, based on the details of voucher requests. The utility will be able to determine if there are any infrastructure requirements and upgrades needed to successfully utilize the additional zero-emission equipment. The Grantee will facilitate coordination between the utility/energy provider and the purchaser to ensure the necessary infrastructure installation or upgrades take place successfully.
- xi. Develop and maintain accounting procedures to track funding reservation and expenditures by grant award, fiscal year, and funding source.

- xii. Establish a process for returned voucher funds as a result of uncashed voucher checks, prorated returns, cancellations, etc.
- xiii. Establish a waiting list if the project becomes oversubscribed and CARB determines a waiting list is appropriate.

d. Recordkeeping and Reporting

- i. Establish and maintain voucher records (see Section M[3] of the Grant Agreement).
- ii. Utilize best practices to store all records in a safe and secure storage facility that maintains confidentiality and provides fire and natural disaster protection. Files shall be retained during the term of the Grant Agreement plus three years. Upon completion of the required record-retention period, the Grantee must submit all project records to CARB. Hardcopy or electronic records are suitable. Acceptable forms of electronic media must be approved based on prior written concurrence from CARB.
- iii. Develop a systematic process and schedule to back-up HVIP database(s) each day, at a minimum.
- iv. Develop and enforce security measures to safeguard HVIP database(s).
- v. Develop, in coordination with CARB, an annual vehicle user survey/questionnaire (Questionnaire) and mileage reporting tool, that characterizes vehicle usage and evaluates fleet user satisfaction with HVIP-funded vehicles. Grantee will, at a minimum:
 - a) Develop and implement an effective mechanism for vehicle operators to respond to the satisfaction and usage Questionnaire annually for three years from the vehicle purchase date;
 - b) Conduct quality control for Questionnaire data, and provide to CARB as part of the periodic HVIP Status Report; and
 - c) Provide a mechanism, which should be outlined in the Grantee's transfer plan, for subsequent Grantees to continue collecting such data from fleets for a three year period after voucher redemption.
- vi. Acquire key telematics data from HVIP-funded vehicles as required, except Low NOx and military vehicles for a minimum of three years from the vehicle purchase date collecting hours of operation and mileage within and outside of disadvantaged community census tracts. Grantee must

provide a mechanism for subsequent Grantees to continue collecting such data from fleets for a three year period after voucher redemption (See Section C[1][k] of the Implementation Manual).

- vii. Track vouchers issued to vehicles domiciled in AB 1550 (Gomez, Chapter 369, Statutes of 2016) in a manner directed by CARB and outlined in the Implementation Manual.
- viii. Provide data updates to CARB upon request, which could include all voucher records
- ix. Provide periodic data summaries to the public via a method approved by CARB.
- x. Provide monthly Status Reports to the CARB detailing vouchers approved for ordered vehicles and redeemed for purchased vehicles (See Section K[1] of the Grant Agreement).
- xi. Provide information, upon request, to individuals or organizations that wish to appeal a voucher denial to CARB.
- xii. If necessary, the Grantee shall support CARB's enforcement efforts, including the recapturing of funds, by providing CARB with any fleet information, purchaser information, documents, data, or other material needed to investigate or carry out such efforts.
- xiii. Support CARB in efforts to track key information about the distribution of State funds to support the development, deployment, and commercialization of eligible vehicles and equipment.

e. Transition

- i. Once the term of the HVIP grant agreement has ended, the Grantee shall deliver all project data to CARB or the subsequent Grantee in a format approved by CARB.
- ii. Develop and execute a project transfer plan, as part of the Grantee's closeout duties, to ensure a complete and timely transfer of data and website to the next administrator on a timely basis. The project transfer plan, which will be approved by CARB, includes at a minimum the following tasks:
 - a) Process vouchers for all of FY 2019-20;
 - b) Complete all tasks associated with the FY 2019-20 HVIP closeout (See Section K[2] of the Grant Agreement);

- c) Process vouchers for FY 2020-2021 for up to three months or until the subsequent Grantee is prepared to process vouchers; and
 - d) If applicable, transfer HVIP to new Grantee/administrator selected by CARB (See Section N of the Grantee Agreement).
- iii. Provide CARB with a Final Report that summarizes and evaluates total fund expenditures (including match, interest earned, and in-kind funds), vehicles funded, outreach efforts, and implementation challenges per source of funding and recommends potential program improvements (See Section K[2] of the Grant Agreement).
 - iv. All information, and data and webpages received or generated under this grant and subsequent grant agreement is the property of CARB. No information or data received or generated under this grant or subsequent grant agreement shall be released without CARB's approval (see Section N of this grant agreement).

H. FISCAL ADMINISTRATION

1. Budget

- a. The maximum amount of this grant is up to ~~\$105,435,000~~ 122,709,962.00. The maximum amount of this Grant may be increased further contingent upon receiving additional funds. The Grantee understands and agrees that there is no guarantee that additional funds will become available. Under no circumstance will CARB reimburse the Grantee for more than this amount. A written grant agreement amendment is required whenever there is a change to the amount of this Grant.
- b. The budget for this project is shown in Exhibit B, Attachment I. Grant Disbursement Requests (Form MSCD/ISB-90) for vehicle voucher and Grantee voucher processing fee shall not exceed the grant amount.
- c. The total funding may be reallocated at CARB's sole discretion in the event that the Grantee requests less than the total voucher processing fee than the amount stated in the budget.
- d. Subject to prior written approval from CARB, line item shifts of up to ten percent of the grant total may be made over the life of the grant. Line item

shifts greater than ten percent require a formal amendment to the grant. Line item shifts may be proposed by either the State or the Grantee and must not increase or decrease the total grant amount. All line item shifts must be approved in writing by CARB. If the grant is formally amended, all line item shifts must be included in the amendment.

2. Project Funding

a. Vehicle Voucher Funding

The success of HVIP is contingent upon vehicle dealerships deducting the voucher amount from the vehicle purchase price at the time the purchaser makes the purchase. A dealership is more likely to accept the voucher's cash value at the time of purchase if the voucher is redeemed quickly. As such, the Grantee will receive an initial disbursement of up to 10 percent of HVIP vehicle voucher funding as seed money at project start-up in order to turn around voucher redemptions from dealers within one to two weeks once the Grant Agreement has been signed and upon availability of funds (See Exhibit B, Attachment II of this Grant Agreement).

In order to ensure adequate project funds are available in the Grantee's account to cover the cost of vouchers, the Grantee may request subsequent disbursements by submitting a Status Report documenting the need for additional vehicle funding from CARB. Except for wait list situations in which voucher funds must be available, the Grantee must ensure that no more than 20 percent of total vehicle voucher funds are available in the Grantee's general ledger account. The Grantee must advise CARB whenever the 20 percent limit is exceeded. Additional funds may be disbursed, if necessary and at CARB's sole discretion, to reflect an increase in market activity.

b. Voucher Processing Fee (up to seven percent of the total project amount)

The Grantee shall receive voucher processing fees on the following schedule:

- i. Up to 50 percent of voucher processing fees at the time the Grant Agreement is signed and upon availability of funds for outreach, dealer training, and other project start-up costs.
- ii. Up to 5 percent of voucher processing fees after completion of dealer trainings, finalization of the HVIP implemented through the Implementation Manual, and HVIP website is fully functional.
- iii. Up to 5 percent of voucher processing fees after 25 percent of voucher funding is committed via vouchers issued.

- iv. Up to 5 percent of voucher processing fees after 50 percent of voucher funding is committed via vouchers issued.
- v. Up to 5 percent of voucher processing fees after 75 percent of voucher funding is committed via vouchers issued.
- vi. Up to 5 percent of voucher processing fees after all voucher funding is committed via vouchers issued.
- vii. Up to 5 percent of voucher processing fees after 25 percent of voucher funding has been expended on vehicles purchased.
- viii. Up to 5 percent of voucher processing fees after 50 percent of voucher funding has been expended on vehicles purchased.
- ix. Up to 5 percent of voucher processing fees after 75 percent of voucher funding has been expended on vehicles purchased.
- x. Final 10 percent (100 percent cumulative) of voucher processing fees after CARB has received all intellectual property and data needed to ensure continued smooth implementation of HVIP (See Section N of this Grant Agreement), the Grantee provides documentation describing expenditure of all match funding and in-kind services committed to in the project application and CARB has received a Final Report documenting vehicles paid for by the program and fulfillment of all project commitments.

CARB will have the sole discretion to accelerate the timeline for allowable disbursements of voucher processing fees identified above (with the exception of the final voucher processing fee disbursement) necessary to assure the goals of the project are met. With the exception of the initial 50 percent of voucher processing fees provided for project start-up, all voucher processing fees provided to the Grantee shall be on a reimbursement basis and requires cost summaries approved by CARB for completed tasks and/or eligible expenses. The Grantee must provide documentation of actual processing costs incurred for the first 50 percent of voucher processing fees before additional voucher processing fees will be provided.

Invoices used to justify voucher processing fees from CARB must provide documentation in accordance with Section H(6) for costs for work completed in the following categories: 1) labor expenses (including total staff time and labor costs); 2) external consultant fees for completed work (if applicable); 3) printing, mailing, travel, and other outreach expenses; and 4) indirect costs. Additional invoices may be provided to CARB if warranted. Documentation substantiating these costs must be maintained by the Grantee and provided to CARB upon request, as described in Section H(6)

of this Grant Agreement. Furthermore, in consultation with CARB and subject to CARB's approval, the grantee may redirect any voucher processing fees to fund additional vouchers for eligible vehicles.

3. Grant Disbursements

- a. Requests for payment shall be made with the Grant Disbursement Request Form (Form MSCD/ISB-90) and conform to the instructions identified in Sections H and J of this Grant Agreement. Disbursements requesting funds from multiple funding sources shall be submitted individually by funding source. Grant payments shall be made only for reasonable costs incurred by the Grantee and (with the exception of the first disbursement of voucher processing fee funds) only when the Grantee has submitted a Grant Disbursement Request Form (Form MSCD/ISB-90), milestones stipulated in Exhibit B, Attachment II, the requirements established herein including Section H(6) and in Section K of this Grant Agreement have been accomplished, documentation of accomplishment has been provided to CARB in the form of the Status Report, and any associated deliverables (if applicable) have been provided to CARB. CARB will have the sole discretion to accelerate the allowable timeline for disbursement of voucher processing fee funds identified in Exhibit B, Attachment II (with the exception of the final disbursement of voucher processing fee funds), necessary to assure the goals of the project are met.
- b. Grant payments are subject to CARB's approval of Status Reports and any accompanying deliverables. (See Section K, Reporting, of this Grant Agreement.) A payment will not be made if CARB Project Liaison deems that a milestone has not been accomplished or documented, that a deliverable meeting specification has not been provided, that claimed expenses have not been documented or accomplished, not valid per the budget, or not reasonable, or that the Grantee has not met other terms of the grant.

The Chief of the Mobile Source Control Division or designee of CARB may review the Project Liaison's approval or disapproval of a grant disbursement. No reimbursement will be made for expenses that, in the judgment of the Division Chief of the Mobile Source Control Division, are not reasonable or do not comply with the Grant Agreement.

- c. ~~The Grantee shall mail Grant Disbursement Requests to CARB Project Liaison.~~ **The Grantee shall submit the Grant Disbursement Requests to the CARB Project Liaison. The Grantee may submit this electronically, based on CARB's current electronic submission guidance at the time of request, or mail original with "wet" signatures in blue ink.**
- d. CARB will withhold payment of ten percent of voucher processing fees, as identified in Section H(2)(b) of this Grant Agreement, until completion of all

work, all intellectual property has been relinquished to CARB in accordance with Sections K and N of these provisions, CARB has received and approved the Grantee's mechanism for receiving annual activity reports and questionnaires, and submission to CARB by Grantee of a Final Report. It is the Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of funds.

- e. CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code, Section 927, et seq.

4. Termination and Suspension of Payments

- a. CARB reserves the right to terminate this grant upon 30 days' written notice to the Grantee. In addition, CARB may terminate this Grant in accordance with Section O(24). In case of early termination, the Grantee will submit a grant disbursement request form, a Status Report covering activities up to, and including, the termination date, following the requirements in Section K of these provisions. Upon receipt of the Grant Disbursement Request form, and Status Report, and once all intellectual property has been relinquished to CARB, a final payment will be made to the Grantee. This payment shall be for all CARB-approved, actually incurred costs that in the opinion of CARB are justified. However, the total amount paid shall not exceed the total grant amount.
- b. CARB reserves the right to issue a grant suspension order in the event that a dispute should arise. The grant suspension order will be in effect until the dispute has been resolved or the grant has been terminated. If the Grantee chooses to continue work on the project after receiving a grant suspension order, the Grantee will not be reimbursed for any expenditure incurred during the suspension in the event CARB terminates the grant. If CARB rescinds the suspension order and does not terminate the grant, CARB will reimburse the Grantee for any expenses incurred during the suspension that are reimbursable in accordance with the terms of the grant.
- c. CARB reserves the right to immediately terminate this Grant in accordance with Section O(24).
- d. Upon termination for whatever reason, vehicle voucher funds must be immediately returned to CARB.

5. Contingency Provision

In the event this Grant is terminated for whatever reason, CARB Executive Officer or designee reserves the right in his or her sole discretion to award a grant to the next highest scored applicant and if an agreement cannot be reached, to the next applicant(s) until an agreement is reached. If CARB is

unable to award a grant under these circumstances, CARB may reallocate funding to other projects.

6. Documentation of Voucher Processing Fees

- a. Voucher processing fees shall be used to fund Grantee costs for administering HVIP to process vouchers and activities covering voucher processing and outreach and includes all Grantee costs including:
 - i. Grantee's personnel costs and fringe benefits;
 - ii. Operating costs (i.e. rent, supplies, and equipment);
 - iii. Indirect costs (i.e. general administrative services, office space, and telephone services);
 - iv. Travel expenses and per diem rates set at the rate specified by California Department of Human Resources (CalHR)⁴;
 - v. Overhead;
 - vi. Consultant fees (if pre-approved by CARB); and,
 - vii. Printing, records retention, and mailing.

In no event shall the voucher processing fee exceed ~~\$7,838,113~~ \$9,117,350. In no event shall general and administrative costs, which are included within the voucher processing fees, exceed five percent of the total project amount.

- b. The Grantee must maintain documentation of HVIP voucher processing fees used for implementation and outreach, as follows:
 - i. Personnel documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff devoted to HVIP implementation and outreach.
 - ii. Fees for external consultants must be documented with copies of the consultant contract and invoices. All external consultant fees must be pre-approved by CARB. Fees included in the budget as a part of the Grantee Application Package are considered pre-approved by CARB.
 - iii. Printing, mailing, and travel expenses must be documented with receipts and/or invoices.
 - iv. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those amounts paid to the State's represented employees. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CARB. The State's travel and per diem reimbursement amounts may be found online at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.

⁴ CARB will only reimburse travel expenses and per diem rates that are set by CalHR. The Grantee will be responsible for travel expenses and per diem rates that exceed CalHR rates

Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee.

- v. If indirect costs are used to document voucher processing fees for HVIP, the Grantee must have an official written policy regarding calculation of these costs. The Grantee must maintain documentation for all costs referenced in the indirect cost calculation formula.
- c. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of three years after submittal of the final HVIP invoice to CARB.
- d. The above documentation must be provided to CARB in Status Reports and a Final Report.

7. Earned Interest

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

- a. Interest earned by the Grantee on HVIP funds must be reported to CARB. All interest income on HVIP funds, including both vehicle voucher funds and voucher processing fee /outreach funds, must be reinvested in HVIP to fund additional vouchers for eligible vehicles. The Grantee is responsible for reporting to CARB on all vehicles funded with interest earned on HVIP funds.
- b. The Grantee must maintain accounting records (e.g. general ledger) that tracks interest earned and expended on HVIP funds, as follows:
 - i. The calculation of interest must be based on an average daily balance or some other reasonable and demonstrable method of allocating the proceeds from the interest-generating account back into the program.
 - ii. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned on non-HVIP funds.
 - iii. The methodology for calculating earned interest must be consistent with how it is calculated for the Grantee’s other fiscal programs.
 - iv. Earned interest must be fully expended by **March 15, 2024 2025**.
- c. Documentation of interest earned on the HVIP funds must be retained for a minimum of three years after it is generated. Documentation of interest expended on eligible vehicles must be retained for a minimum of three years after the interest-funded voucher has been redeemed.

- d. The above documentation must be provided to CARB in a Status Reports and a Final Report.

8. In-Kind Services

The Grantee is encouraged to contribute in-kind services to improve HVIP's effectiveness. "In-kind services", for the purposes of HVIP, means payments or contributions made in the form of goods and services, rather than direct monetary contributions. Funds expended on in-kind services must meet all the requirements described herein and must be documented in the HVIP Final Report to CARB.

9. Advance Payments

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

~~Grantee acknowledges that CARB is in the process of promulgating Advance Payment regulations. Grantee agrees that this Agreement may be reopened and modified to comply with those regulations once finalized, as appropriate.~~

Grantee acknowledges that CARB has finalized Advance Payment regulations which become effective on January 1, 2021. Grantee agrees that this Agreement and all advance payment requests will comply with these regulations, which can be found at: 17 California Code of Regulations (C.C.R.) Sections 91040-91044.

Recognizing that appropriate safeguards are needed to ensure grant monies are used responsibly, CARB has developed the grant conditions described below to establish control procedures for advance payments. CARB may provide advance payments to grantees of a grant program or project if CARB determines all of the following:

- a. The advance payments are necessary to meet the purposes of the grant project.
- b. The use of the advance funds is adequately regulated by grant or budgetary controls.
- c. The request for application or the request for proposals contains the terms and conditions under which an advance payment may be received consistent with this section.

- d. The Grantee is either a small air district or the Grantee meets all of the following criteria:
- i. Has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing with the Franchise Tax Board and Internal Revenue Service.
 - ii. Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the grant agreement.
 - iii. Submits a spending plan to CARB for review prior to receiving the advance payment.
 - iv. The spending plan shall include project schedules, timelines, milestones, and the Grantee's fund balance for all state grant programs.
 - v. CARB shall consider the available fund balance when determining the amount of the advance payment.
 - vi. Reports to CARB any material changes to the spending plan within 30 days.
 - vii. Agrees to not provide advance payment to any other entity.
- e. In the event of the nonperformance of the Grantee, CARB shall require the full recovery of the unspent moneys. A Grantee shall provide a money transfer confirmation within 45 days upon the receipt of a notice from CARB.
- f. The Grantee must complete and submit to CARB for review and approval, an Advance Payment Request Form, along with each grant disbursement that is requesting advance payment. The Advance Payment Request Form shall be provided by CARB to the Grantee after the grant execution.
- g. Grantee must also submit a certification to CARB pursuant to 17 C.C.R. Section 91043 for each advance payment request.
- h. CARB may provide an advance of the direct project costs of the grant, if the program has moderate reserves and potential cash flow issues. Advance payments will not exceed the Grantee's interim cash needs.
- i. The grantee assumes legal and financial risk of the advance payment.
- j. Grantee shall place funds advanced under this section in an interest-bearing account. Grantee shall track interest accrued on the advance payment. Interest earned on the advance payment shall only be used for eligible grant-related expenses as outlined in the Grant Provisions, Exhibit A or will be returned to CARB.
- k. Grantee shall report to CARB the value of any unused balance of the advance payment and interest earned and submit quarterly fiscal accounting reports consistent with Section K (Reporting) of this grant agreement.

- I. Grantee shall remit to CARB any unused portion of the advance payment and interest earned within 90 days following the end date of this Grant Agreement term on ~~March 31, 2024~~ May 2, 2025 or the reversion date of the appropriation.

10. Grantee Match Funding

- a. Match funding from the Grantee, if applicable, can only be used in two ways – to increase the number of eligible vehicles funded or to increase the voucher amount provided to eligible vehicles, as directed by CARB. Match funding must meet the following criteria:
 - i. Funding from other state or federal revenue sources, such as the Carl Moyer Program or other AB 118 programs, may not be counted as match from the Grantee.
 - ii. The combination of HVIP and match funding may not exceed a vehicle's purchase price.
 - iii. Match funding must meet the same requirements applicable to HVIP funds.
 - iv. Vehicles purchased wholly or in part with match funding, must meet the same requirements as vehicles funded with HVIP funds.
- b. Documentation of match funding must be retained for a minimum of three years after the voucher has been redeemed.
- c. The above documentation must be provided to CARB in a Final Report.

I. PROJECT MONITORING

1. Meetings

- a. Initial meeting: A meeting will be held between key project personnel and CARB staff before work on the project begins. The purpose of the first meeting will be to discuss the overall plan, details of performing the tasks, the project schedule, and any issues that may need to be resolved.
- b. Review meetings: Meetings to discuss progress must be held at least quarterly beginning three months after the initial meeting. Additional meetings may be scheduled at the sole discretion of CARB Project Liaison.

Such meetings may be conducted by phone, if deemed appropriate by CARB Project Liaison.

- c. Site visits: Site visits shall be established by CARB Project Liaison during the term of this grant.

2. Technical Monitoring

- a. Any changes in the scope or schedule for the project shall require the prior written approval of CARB Project Liaison and may require a formal grant amendment.
- b. The Grantee shall notify CARB Project Liaison and Grant Coordinator in writing, immediately if any circumstances arise (technical, economic, or otherwise), which might place completion of the project in jeopardy. The Grantee shall also make such notification if there is a change in key project personnel (see Exhibit B, Attachment IV).
- c. In addition to Status Reports (see Section K, Reporting, of this Grant Agreement), the Grantee shall provide information requested by CARB Project Liaison that is needed to assess progress in completing tasks and meeting the objectives of the project.
- d. Any change in budget allocations, re-definition of deliverables, or extension of the project schedule must be requested in writing to CARB Project Liaison and approved by CARB, in its sole discretion and may require a formal grant amendment.

J. DOCUMENTATION OF EXPENDITURE OF STATE FUNDS

The Grantee must provide CARB with documentation accounting for the proper expenditure of CARB funds. The documentation must be provided in Status Reports submitted monthly to CARB and a Final Report submitted after all vehicle funding has been expended and prior to the Grantee receiving their last disbursement of voucher processing funding.

K. REPORTING

1. Status Reports

- a. The Grantee shall submit Status Reports on a monthly basis. The Status Reports shall be provided in a format agreed upon between CARB Project Liaison and the Grantee and meet the requirements specified herein. CARB may specify an electronic format for Status Reports.

- b. The Grantee must provide a Status Report to CARB detailing the vehicles and associated voucher amounts assigned and redeemed to date. The Status Report must include the following components:
 - i. Excel spreadsheet of vehicles funded for the reporting period – format and data fields to be agreed upon by the Grantee and CARB. Data fields will include, but not limited to, Vehicle Identification Number (VIN), purchasing fleet home office city and zip code, physical address or domicile address of the vehicle, census tract, and air district in which the vehicle is to be domiciled, vehicle type, make and model, and purchase/lease date.
 - ii. Additionally, at a minimum of three-month intervals, the Status Report must include telematics data as specified within the Implementation Manual pursuant to Section C(1)(k).
 - iii. Summary report-
 - a) Number of vouchers received, approved, in-process, and pending.
 - b) Number and dollar amount of vouchers issued by vehicle vocation (i.e. beverage delivery truck, parcel delivery truck, utility vehicle, refuse hauler, etc...)
 - c) Number, dollar amount, and percentage of vouchers issued by vehicle type, model, purchase price and voucher amount.
 - d) Graph of vouchers issued by vehicle model and month
 - e) Number of vouchers for vehicles leased versus owned.
 - f) Number of vouchers per Air District.
 - g) Number of vouchers and dollar amount provided to vehicles meeting disadvantaged community eligibility as defined by CARB as specified in the Implementation Manual.
 - h) Track and report which Senate and Assembly district vehicles are domiciled, along with the corresponding legislative representative.
 - i) Other financial incentives received (other than tax vouchers), if applicable.
 - j) Remaining grant funding available.
 - iv. Grantee voucher processing fee summaries, if applicable.

- v. Identified problems or concerns and proposed solutions, if applicable.
- c. The Status Report provides a mechanism for the Grantee to justify a need for additional HVIP funding from CARB. The Status Report must be submitted monthly, but may be provided on an as needed basis to justify additional funding from CARB. The first Status Report must be submitted one month after the grant agreement is fully executed or when requesting additional disbursement of funds, whichever is sooner.
- d. Every Grant Disbursement Request Form (Form MSCD/ISB-90) shall be accompanied by a Status Report that documents the completion of a milestone specified in Exhibit B, Attachment II.
- e. If the project is behind schedule, the Status Reports must contain an explanation of reasons and how the Grantee plans to resume the schedule.

2. Final Report

- a. The Grantee must submit a Final Report to CARB after all vehicle funding has been expended.
- b. The Final Report must include, at a minimum:
 - i. Total fund expenditures documentation (including but not limited to vehicle voucher funds, voucher processing fee, match and in-kind funds).
 - ii. Excel spreadsheet of any vehicles funded not previously included in a Status Report (see Status Report).
 - iii. Summary report of all vehicles funded by HVIP for the period covered by the Grant Agreement (may be provided as summaries or previously submitted Status Reports - see Status Report).
 - iv. Total fund expenditures of HVIP funding per source of funding and fiscal year.
 - v. Total vouchers and funding amounts benefitting Disadvantaged Communities.
 - vi. Telematics data as specified within the Implementation Manual pursuant to Section C(1)(k).
 - vii. VIN for each vehicle purchased or repowered with a low NOx engine.
 - viii. Outreach efforts.

- ix. Implementation challenges.
 - x. Recommendations for potential program improvements.
 - xi. Earned interest.
- c. When the project is complete, the Grantee shall submit a draft Final Report. The draft Final Report must be submitted to CARB in an appropriate format agreed upon between CARB Project Liaison and the Grantee. The Final Report must meet the requirements specified herein. Upon approval of the draft Final Report by CARB Project Liaison, the Grantee shall provide a written copy of the final version, plus an electronic file.

L. OVERSIGHT AND ACCOUNTABILITY

1. The Grantee shall comply with all oversight responsibilities identified herein.
2. CARB or its designee may recoup the funds which were received based upon misinformation or fraud, or for which a Grantee, manufacturer (including truck equipment manufacturer), technology provider, or vehicle purchaser is in significant or continual non-compliance with the terms of this Grant or State law. CARB also reserves the right to prohibit any entity from participating in HVIP due to non-compliance with project requirements.
3. If the Grantee detects any actual and/or potentially fraudulent activity by a vehicle, purchaser, or lessee, shall notify CARB as soon as possible and work with CARB to determine an appropriate course of action.

M. PROJECT RECORDS

As further described below, project records include but is not limited to Grantee, financial, and voucher records. All project records must be retained for a period of three (3) years after final payment under this Grant. All project records are subject to audit pursuant to Section O(4) of this Grant Agreement. Upon completion of the third year of record retention, the Grantee shall submit all project records to CARB. Hardcopy of electronic records are suitable. Acceptable forms of electronic media include hard drives, CDs, DVDs, and flash drives. Other forms of electronic media may be allowed based on prior written concurrence from CARB.

1. Grantee Record:

The Grantee shall retain a combined file for HVIP containing:

- a. Original executed copy of the HVIP Grant Agreement and Grant Agreement Amendments (if applicable).
- b. Policies and Procedure Manual.
- c. Copies of Grant Disbursement Request Forms.
- d. Documentation of earned interest generation and expenditure (see Section H(7) for more information).

2. Financial Records:

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

- a. Establish an official file for HVIP which shall adequately document all significant actions relative to the project.
- b. Establish separate accounts which will adequately and accurately depict all amounts received and expended on HVIP.

3. Voucher Records:

Grantee is required to establish and maintain voucher records which must include, at a minimum:

- a. HVIP voucher applications.
- b. Unique identifier that links each voucher to its corresponding file.
- c. Documentation on any deviations from the normal processing of vouchers (examples include enforcement action, CARB case-by-case approvals).
- d. Maintain copies of all disapproved voucher applications and the reason for disapproval.

N. INTELLECTUAL PROPERTY

Any webpage(s), software, databases, project data, or other intellectual property developed or purchased by the Grantee for the purposes of administering or implementing HVIP, are the property of CARB. Should a different grantee be selected to manage HVIP in subsequent funding years, it will be the Grantee's responsibility to turn over this property and information to the next administrator or a third party at CARB's discretion, and provide all reasonable and necessary assistance needed to ensure a smooth transfer. It is CARB's intention that

voucher access and redemption be seamless to vehicle purchasers and lessees as HVIP transitions to each new fiscal year.

O. GENERAL PROVISIONS

- 1. Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
- 2. Assignment:** This Grant is not assignable by the Grantee, either in whole or in part, without the consent of CARB.
- 3. Availability of Funds:** CARB's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.
- 4. Audit:** Grantee agrees that CARB, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all State funds received. Grantee agrees to maintain such records for possible audit for three (3) years after the term of this Grant is completed, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include similar right of the State audit records and interview staff in any Grant related to performance of this Agreement.
- 5. Compliance with law, regulations, etc. :** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.
- 6. Computer software:** The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- 7. Confidentiality:** No record which has been designated as confidential by CARB, or is the subject of a pending application of confidentiality, shall be disclosed by the Grantee.

- 8. Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws. The Grantee may have no interest, and shall not acquire any interest, direct or indirect, which will conflict with its ability to impartially complete the tasks described herein. The Grantee must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties throughout the grant term. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in the Grantee's ability to perform the grant. The Grantee must immediately advise CARB in writing of any potential new conflicts of interest throughout the grant term.
- 9. Disputes:** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with CARB staff shall be subject to resolution by CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any rights or remedies that the parties may have under law.
- 10. Environmental justice:** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.
- 11. Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
- 12. Force majeure:** ~~Neither CARB nor the Grantee shall be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, etc.~~ Neither CARB nor the Grantee must be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, government orders, national or state declared pandemics, lockouts, labor disputes, fire, flood, earthquakes or other physical natural disaster. If either party intends to

invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than within fifteen (15) calendar days of when the force majeure event occurs and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this contract. CARB may terminate this Grant Agreement immediately in writing without penalty in the event Grantee invokes this clause.

13. Governing law and venue: This Grant is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.

14. Grantee's responsibility for work: The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contract for work on the Project, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work. The Grantee will pay out CARB funds to other entities on a reimbursement basis only.

15. Indemnification: The Grantee agrees to indemnify, defend and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this Grant Award.

16. Independent Contractor: The Grantee, and its agents and employees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB.

17. Nondiscrimination: During the performance of this Grant Agreement, the Grantee and its third party entities shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. The Grantee and its third party entities shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its third party entities shall comply with the

provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 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 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. The Grantee and its third party entities shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement.

- 18. No third party rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking establish herein.
- 19. Ownership:** All information, data, and documents received or generated by the Grantee under this agreement is the property of CARB. No information or data received or generated under this agreement shall be released without CARB's approval.
- 20. Personally Identifiable Information:** Information or data that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this agreement in perpetuity, and shall not release or publish any such information or data.
- 21. Prevailing wages and labor compliance:** If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are being met.
- 22. Professionals:** For projects involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform the services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.
- 23. Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.

24. Termination: CARB may terminate this Grant Agreement by written notice at any time prior to completion of the project funded by this Grant Agreement, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement.

25. Timeliness: Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Project in an expeditious manner.

26. Waiver of Rights: Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

P. Insurance Requirements

The Grantee must comply with all requirements outlined in the (1) General Provisions section and (2) Insurance Requirements section.

No payments will be made under the grant until the Grantee fully complies with all insurance requirements.

1. General Provisions

- a. Coverage Term – Coverage needs to be in force for the complete term of the grant. If insurance is set to expire during the term of the grant, a new certificate must be received by the State at least ten days prior to the expiration of this insurance. Any new insurance must comply with the original grant terms.
- b. Policy Cancellation or Termination & Notice of Non-Renewal – Grantee is responsible to notify the State within five business days of any cancellation, non-renewal, or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and the Grantee agrees no work or services will be performed prior to obtaining such approval. In the event that the Grantee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate the grant upon the occurrence of such event, subject to the provisions of the grant.
- c. Premiums, Assessments and Deductibles – The Grantee is responsible for any premiums, policy assessments, deductibles or self-insured

retentions contained within their insurance program.

- d. Primary Clause – Any required insurance contained in the grant shall be primary, and not excess or contributory, to any other insurance carried by the State.
- e. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI. If the Grantee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- f. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g. Inadequate Insurance – Inadequate or lack of insurance does not negate the Grantee’s obligations under the grant.
- h. Use of Subcontractor – In the case of the Grantee’s utilization of subcontractors to complete the grant scope of work, the Grantee shall include all subcontractors as insured’s under the Grantee’s insurance or supply evidence of the subcontractor’s insurance to the State equal to policies, coverages, and limits required of the Grantee.

2. Grant Insurance Requirements – The Grantee shall display evidence of the following on a certificate of insurance. Failure to provide the certificate upon request will result in the termination of the grant. The following coverages must be evidenced on the certificate of insurance :

- a. Commercial General Liability – The Grantee shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. A “per project aggregate” endorsement is required. The policy shall include coverage for liabilities arising out of premises, operations, independent Grantees, products, completed operations, personal and advertising injury, and liability assumed under an insured contract or grant. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Grantee’s limit of liability. The policy must name the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the grant.
- b. Automobile Liability – If the Grantee will be using vehicles to complete the project or driving a vehicle onto State property, automobile liability insurance is required. The Grantee shall maintain motor vehicle liability

with limits of not less than \$1 million per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. At the request of CARB, the Grantee must show proof of automobile liability. Failure to provide proof upon request will result in the termination of the grant. The policy must name the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the grant.

- c. Workers Compensation and Employers Liability – The Grantee shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the grant. In addition, employer's liability limits of \$1,000,000 are required. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to the certificate.
- d. Crime Insurance – Crime insurance requirements are negotiable at CARB's sole discretion. At a minimum, the maximum amount of funding that the Grantee will have on hand at any time should be covered. Coverage shall include but not be limited to employee dishonesty, theft, forgery or alteration, and inside/outside money and securities coverages including first and third party theft for state-owned or leased property in the care, custody, and/or control of the Grantee. The policy shall include as loss payee, the State of California, California Air Resources Board.

Attachment I – Budget Summary

Grantee: CALSTART, Inc.

Grant No.: G19-HVIP-01

Project: Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project

Total Costs & Funding

Funding Source	Amount	Voucher Processing Fees	Vehicle Voucher Funds
GGRF: HVIP Funding	\$105,435,000 <u>122,709,962</u>	\$7,838,113 <u>\$9,117,350</u>	\$97,596,887 <u>\$113,592,612</u>
TOTAL	\$105,435,000 <u>122,709,962</u>	Up to \$7,838,113- <u>\$9,117,350</u>	\$97,596,887 <u>\$113,592,612</u>

Disbursement of Funds:

Voucher Processing Fees

The Grantee shall receive voucher processing fee funding in accordance with Section H(2)(b) of this Grant Agreement.

Exhibit B, Work Statement
Grant Agreement: G19-HVIP-01-1

Attachment II – Project Milestones and Disbursement Schedule

Grantee: CALSTART, Inc.

Grant No.: G19-HVIP-01

Project: Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project

Milestone	Milestone Description	Funding Amount
GGRF: HVIP		
	Voucher Processing Fees	
1.0	Sign Grant Agreement with CARB ¹	Up to 50 percent
1.1	Completion of fully-functional voucher request and redemption website; Finalized Implementation Manual; Completion of Dealer Trainings	Up to 5 percent
1.2	25 Percent of Voucher Funding Committed via Vouchers Issued	Up to 5 percent
1.3	50 Percent of Voucher Funding Committed via Vouchers Issued	Up to 5 percent
1.4	75 Percent of Voucher Funding Committed Via Vouchers Issued	Up to 5 percent
1.5	100 Percent of Voucher Funding Committed Via Vouchers Issued	Up to 5 percent
1.6	25 Percent of Voucher Funding Expended	Up to 5 percent
1.7	50 Percent of Voucher Funding Expended	Up to 5 percent
1.8	75 Percent of Voucher Funding Expended	Up to 5 percent
1.9	Voucher Fund Disbursement Complete; Transfer of Intellectual Property and Data; Completion of Vehicle Activity Reporting Mechanism; Receipt of Final Report	Up to 10 percent
	Vehicle Voucher Funding	
2.0	Sign Grant Agreement with CARB	Up to 20 percent
2.1	Ongoing disbursement of voucher funds ¹	Up to 80 percent
GGRF: HVIP Funding Subtotal		\$105,435,000 122,709,962

¹Project funds will be disbursed in accordance with the instructions identified in Section H(2) and H(3) of this Grant Agreement.

Exhibit B, Work Statement
Grant Agreement: G19-HVIP-01-1

Attachment III – Project Schedule

Grantee: CALSTART, Inc.

Grant No.: G19-HVIP-01

Project: Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project

Detailed Scope of Work and Schedule

Work Task	Start Date	Completion Date
Task 1 – Sign Grant Agreement with CARB; submit to CARB one original copy of fully executed Grant Agreement.	February 2020	February 2020
Task 2 – Finalize Implementation Manual and update voucher application forms ¹ .	February 2020	April 2020
Task 3 – Outreach and education, including robust outreach activities in disadvantaged communities.	Ongoing	Ongoing
Task 4 – Update Implementation Manual (in a manner directed by CARB), Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project webpages, and HVIP database; accept voucher applications; process and disburse vouchers; initiate enforcement process for 36-month ownership requirement by identifying and reporting at-risk voucher recipients; initiate enforcement for maximum voucher requirement; tracking and reporting vehicle resale inquiries and voucher in disadvantaged communities; and contacting voucher recipients that have, or will potentially sell their vehicle early, to request repayment of the prorated voucher amount. Submit a mechanism for receiving annual activity reports and questionnaires to CARB for approval. See section G(2) for detailed tasks.	February 2020	Until voucher funding is depleted
Task 5 – Provide CARB Status Reports.	Every month or whenever requesting additional funds, whichever is sooner	
Task 6 – Provide CARB with HVIP documents and data needed to ensure smooth implementation of HVIP in future years; submit Final Report to CARB.	Within 6 weeks of voucher depletion or March 31, 2024 2025 , whichever is sooner	

¹ Personal information or other data collected from voucher applications may not be used or released in any way; however, with approval from CARB, this information can be used for other related CARB incentive programs with the consent of the applicant (e.g. checking "opt-in" boxes on the application) and the written consent of CARB.

Exhibit B, Work Statement
Grant Agreement: G19-HVIP-01-1

Attachment IV – Key Project Personnel

Grantee: CALSTART, Inc.
HVIP-04

Grant No.: G19-

Project: Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project

Name	Position	Duties
Bill Van Amburg	Senior Vice President	Bill will serve as the prime point of contact (POC) for the HVIP program and will provide oversight of program activities and performance. He will supervise the activities of the HVIP Program Manager and his team, who will have day-to-day responsibility for the program.
Tom Brotherton	Senior Program Manager	Tom will serve as the Program Manager for the HVIP program and operate the program day-to-day with a deputy PM. Tom has direct experience operating HVIP since its inception and has long and strong experience managing complex programs, program detail, and coordination. He will lead the efforts for outreach and provide assistance in other tasks.
Tarah Campi	Program Manager	Tarah will serve as Deputy Program Manager to Tom and manage program logistics, milestones, and timelines for the PM. Tarah will support data collection, reporting and voucher payment coordination.
Priscilla Barragan	Staff Engineer	Priscilla has been one of the main points of contact for program implementation and approval for voucher request and redemption since 2013. She will operate the program day-to-day activities, including management of the program bilingual call center and voucher implementation. Additional duties will consist of fraud protocol compliance, program transparency and accountability, record keeping, and reporting. She will be fully coordinated

		with CALSTART to assist with any other efforts needed and keep informed of any upcoming changes or updates to the program.
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EXHIBIT A -
Attachment 2

IMPLEMENTATION MANUAL FOR THE
HYBRID AND ZERO-EMISSION TRUCK AND
BUS VOUCHER INCENTIVE PROJECT (HVIP)

October 31, 2024



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Appendix A: Vehicle Eligibility List (Catalog)

Appendix B: Vehicle Eligibility Applications

Appendix C: Vehicles under Common Ownership or Control

Appendix D: Voucher Request Form

Appendix E: Voucher Redemption Form

Appendix F: Innovative Small E-Fleets – To be published separately from this document, at www.californiahvip.org/im

Appendix G: Zero Emission School Bus and Infrastructure (ZESBI) – To be published separately from this document, at www.californiahvip.org/im. Please note that there is no updated appendix for the Public School Bus Set Aside because the program closed on 12/15/23. For more information about existing Public School Bus Set Aside vouchers, contact schoolbusteam@calstart.org.

Appendix H: Public Transit Set-Aside – To be published separately from this document, at www.californiahvip.org/im

Appendix I: Demonstration Vehicles – To be published separately from this document, at www.californiahvip.org/im

Some policies and requirements in Appendices F-I related to Innovative Small E-Fleets, ZESBI, Public Transit Set Aside, and Demos differ from the policies and requirements in the remainder of this Implementation Manual. Where the policies and requirements in the appendices differ, the appendices take precedence. Otherwise, this standard Implementation Manual takes precedence. Also, the Terms and Conditions, Request Form, and Redemption Form included Appendices D-E, and other appendices content, do not apply to programs covered in Appendices F-G. Separate documents will be required for these two set-asides.

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A. INTRODUCTION AND REGULATORY CONTEXT

The Clean Truck and Bus Voucher Incentive Project (Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project) (HVIP) accelerates the deployment of zero-emission and plug-in hybrid trucks and buses, and trucks equipped with electric power take off (ePTO) systems, in California. HVIP benefits the residents of California by stimulating deployment of advanced clean commercial vehicles, improving community health with immediate air pollution emission reductions, as well as reducing greenhouse gas emissions to help meet State climate goals, and yielding substantial economic benefits. It is implemented through a partnership between the California Air Resources Board (CARB) and a Grantee, selected via a competitive CARB grant solicitation. HVIP provides vouchers on a first-come, first-served basis in most cases. In addition, HVIP provides increased incentives for small fleets¹ domiciled in disadvantaged communities and meeting other requirements.

There are several key pieces of legislation that provide the overall policy framework and funding to support HVIP. In 2007, Governor Schwarzenegger signed into law the *California Alternative and Renewable Fuel, Vehicle Technology, Clean Air, and Carbon Reduction Act of 2007*. Assembly Bill (AB) 118 (AB 118, Statutes of 2007, Chapter 750) created the Air Quality Improvement Program (AQIP), a voluntary incentive program implemented by CARB, to fund clean vehicle and equipment projects, air quality research, and workforce training.

As required in Health and Safety Code (HSC) Section 44274(a), the Board adopted implementation guidelines in 2009 for AQIP. The Guidelines for the AB 118 Air Quality Improvement Program (Guidelines) define the overall administrative requirements, policies, and procedures for program implementation based on the framework established in statute.

In 2012, the legislature passed, and Governor Brown signed into law, three bills – AB 1532 (Pérez, Chapter 807), SB 535 (de León, Chapter 830), and SB 1018 (Budget and Fiscal Review Committee, Chapter 39s) – that established the Greenhouse Gas Reduction Fund (GGRF) to receive Cap-and-Trade auction proceeds and to provide the framework for how the auction proceeds will be administered to further the purposes of AB 32 (Núñez, Chapter 488, Statutes of 2006). Cap-and-Trade auction proceeds have been appropriated to CARB for Low Carbon Transportation projects that reduce greenhouse gas (GHG) emissions, with an emphasis on investments that benefit the State's disadvantaged communities. Per statute these funds must be used to further the purposes of AB 32. The Low Carbon Transportation investments build upon and greatly expand existing advanced technology and clean transportation programs, which provide mobile source incentives to reduce criteria pollutant, air toxic, and GHG emissions. In 2016, AB 1550 (Gomez, Chapter 369, Statutes of 2016) established disadvantaged

¹ See Section C(6) for more information

community, low-income community, and low-income household targets for the State's Cap-and-Trade auction proceeds investments.

Senate Bill (SB) 1204 (Lara, Chapter 524, Statutes of 2014) guides CARB's heavy-duty vehicle investments funded with Cap-and-Trade auction proceeds. SB 1204 creates the California Clean Truck, Bus, and Off-Road Vehicle and Equipment Technology Program intended to help accelerate the introduction of the next generation of cleaner heavy-duty vehicles and engines with a priority on projects that benefit disadvantaged communities. Among other requirements, SB 1204 directs CARB to develop an annual framework and plan to guide these investments. The Three-Year Investment Strategy for Heavy-Duty Vehicles and Off-Road Equipment included in the annual Funding Plan is designed to help address this requirement.

In August 2020, CARB adopted the Heavy-Duty Engine and Vehicle Omnibus Regulation and Associated Amendments, which creates a new optional standard of 0.01 g/bhp-hr NOx. HVIP can help to accelerate the market for technologies that meet the new optional standard.

The Implementation Manual, in conjunction with the Guidelines, and the corresponding Funding Plans identify the minimum requirements for implementing the program. The Implementation Manual may be periodically updated as needed to clarify project requirements and improve project effectiveness. The Implementation Manual, including any updates, will be posted on the HVIP webpage at www.CaliforniaHVIP.org and sent via email to subscribers of the HVIP listserv. Project participants are responsible for checking the HVIP website on an ongoing basis for the latest program updates.

CARB has sole discretion to determine eligibility for HVIP funding. Table 1 clarifies which fiscal year coincides with which HVIP project year. CARB reserves the right to require additional relevant information and documentation from any applicant or HVIP program participant in evaluating any request brought before the Grantee or CARB.

Innovative Clean Transit Regulation

In December 2018, CARB replaced the Fleet Rule for Transit Agencies with the Innovative Clean Transit (ICT) Regulation². The ICT regulations, title 13, article 4.3, California Code of Regulations, apply to a transit agency that owns, operates, leases, rents, or contracts with another entity to operate buses in California. Vehicles that operate on rails, trolleybuses, or school buses, even if operated by a transit agency are excluded from the regulations, as well as Caltrans, Caltrain, Amtrak, or any local school district.

Starting in 2022, any transit agency subject to the ICT Regulation (title 13, California Code of Regulations, section 2020(b)) must be in compliance with all regulatory requirements and reporting in order to receive HVIP funds. HVIP voucher requests for applicable transit agencies submitted during or after 2022 will not be redeemed if the purchaser is not in compliance with ICT. HVIP will remain

² <https://ww2.arb.ca.gov/our-work/programs/innovative-clean-transit>

available to fleets purchasing a zero-emission bus prior to compliance deadlines or in excess of regulatory requirements and HVIP-funded vehicles purchased prior to or in excess of regulatory requirements can be used to count toward future requirements, where applicable. Additionally, HVIP will consider all transit agencies to be exceeding regulatory requirements and eligible to request HVIP funding if the total number of ZE transit buses operating in the state exceeds Innovative Clean Transit requirements.

Advanced Clean Fleets Regulation

In April 2023, CARB adopted the Advanced Clean Fleet regulation, a medium and heavy-duty zero-emission fleet regulation with the goal of achieving a zero-emission truck and bus California fleet by 2045 everywhere feasible and significantly earlier for certain market segments such as last mile delivery and drayage applications. The initial focus is on high-priority fleets with vehicles that are suitable for early electrification, their subhaulers, and entities that hire them. The goal of this effort is to accelerate the number of medium and heavy-duty zero-emission vehicle purchases to achieve a full transition to zero-emission vehicles in California as soon as possible.

The ACF regulation applies to fleets performing drayage operations, those owned by State, local, and federal government agencies, and high priority fleets. High priority fleets are entities that own, operate, or direct at least one vehicle in California, and that have either \$50 million or more in gross annual revenues, or that own, operate, or have common ownership or control of a total of 50 or more vehicles (excluding light-duty package delivery vehicles). The regulation affects medium- and heavy-duty on-road vehicles with a GVWR greater than 8,500 pounds, off-road yard tractors, and light-duty mail and package delivery vehicles.

HVIP will remain available to fleets purchasing a zero-emission truck or bus prior to compliance deadlines or in excess of regulatory requirements, including:

- Zero-emission drayage truck purchases in existing drayage fleets.
- High-priority and public fleets using the milestones option may access HVIP for any zero-emission vehicles purchased in excess of their milestone requirement. Similarly, State and local agencies not using the milestones option may access HVIP for any vehicles purchased above their requirement. For example, if a fleet on the 50 percent milestone purchases 20 trucks and 15 of those are zero-emission, five will be eligible for HVIP incentives.
- Eligible fleets purchasing zero-emission vehicles prior to a regulatory deadline will be able to access HVIP, even if those vehicles eventually are counted toward regulatory requirements. Eligibility relative to the regulatory deadline will be determined by purchase order date (high-priority and public fleets will be allowed to use a letter of intent or binding resolution in place of a purchase order).

HVIP does not prohibit vehicles receiving incentives from being used for future compliance purposes. In other words, an HVIP-funded vehicle purchased prior to or in excess of regulatory requirements, as explained above, can be used to count toward future requirements where applicable. ACF regulated fleets are required to be on the ZEV milestone option schedule in order to be eligible to request new HVIP vouchers. For more information on ACF and how incentives affect your compliance, please visit <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>

Table 1: Fiscal Year/HVIP Project Year

Fiscal Year	HVIP Project Year
FY 2009-10	Year 1
FY 2010-11	Year 2
FY 2011-12	Year 3
FY 2012-13	No HVIP Funding
FY 2013-14	Year 4
FY 2014-15	Year 5
FY 2015-16	Year 6
FY 2016-17	Year 7
FY 2017-18	Year 8
FY 2018-19	Year 9
FY 2019-20	Year 10
FY 2020-21	Year 11
FY 2021-22	Year 12
FY 2022-23	Year 13
FY 2023-24	Year 14

Project Framework

Figure 1 illustrates a hypothetical vehicle dealer sale and voucher reimbursement transaction. Figure 2 shows the voucher request / redemption process and timeline, or the “lifecycle” of a standard voucher. HVIP provides a voucher for the vehicle incentive amount, based on corresponding vehicle voucher amount tables found in Section C to a registered HVIP dealer. The dealer provides the discount to the purchaser at the time of sale, and the voucher is redeemable by the dealer at the time the vehicle is delivered and when required voucher redemption paperwork is complete (see Appendix E, Redemption Form and Checklist).

The HVIP website includes a list of eligible trucks and buses, as well as the eligible voucher amount(s) for each vehicle. HVIP-approved dealers have access to the HVIP online Voucher Processing Center (VPC), through which a dealer completes a voucher request with the purchaser’s input and submits at the time a specific vehicle is ordered. A similar structure also applies to vehicles which are ordered directly from a manufacturer who acts as an HVIP dealer.

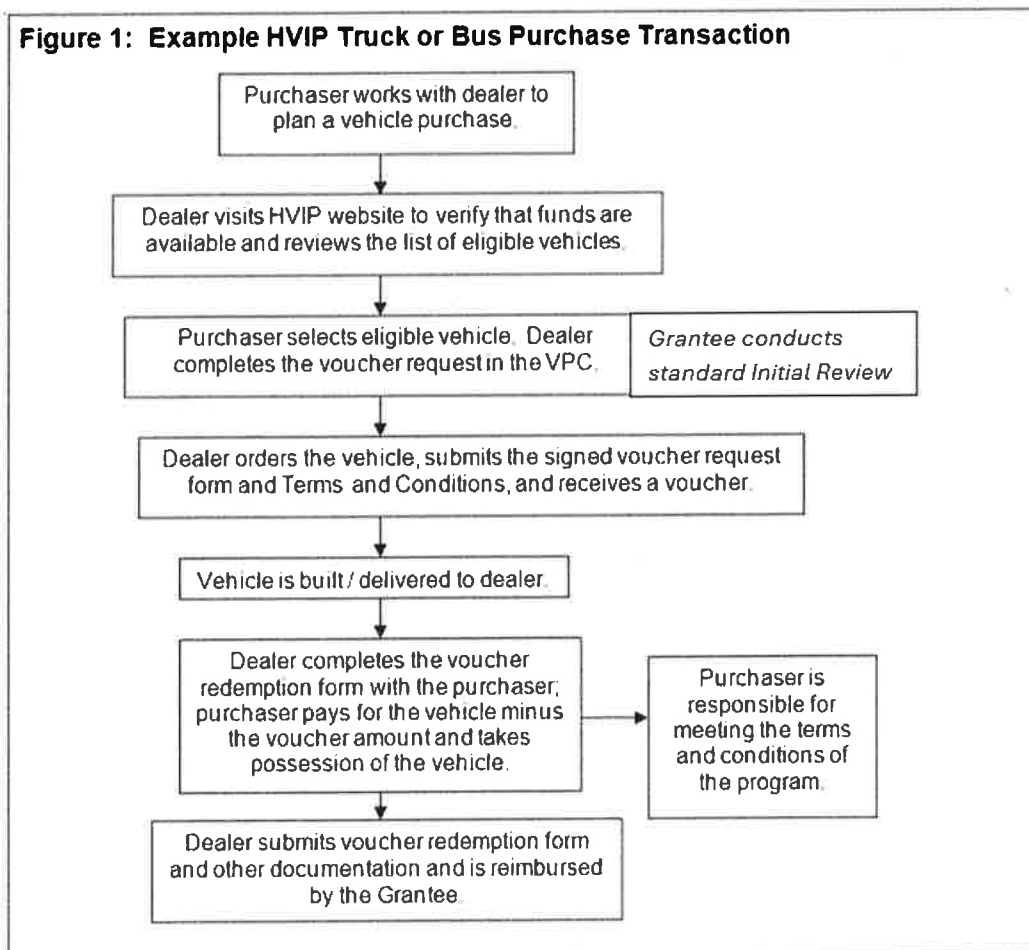


Figure 2:

Voucher Progression Overview: Statuses in online Voucher Processing Center (VPC) for a Standard voucher, Drayage Set-Aside voucher, or Transit Set-Aside voucher (for ISEF and ZESBI voucher details, please see Appendices F and G, respectively)

Voucher Request Stages:

- **Pending Submittal:** Dealer enters information into Voucher Processing Center about the request (quantity, purchaser, etc.) In order for dealers to submit their request, they must choose one vehicle along with the quantity requested and upload a purchase order (PO). If applicable, dealers submitting bulk POs must upload those as well.
- **Submitted:** The dealer has submitted the voucher request. Voucher IDs are created during this status. TetraTech and CALSTART administrators can view Voucher IDs using the “Vouchers” tab in the Voucher Request Detail page, but the IDs are not visible to dealers until the status of “Accepted Pending Confirmation.” Individual vouchers will NOT be visible in “Submitted” status. Individual vouchers will be visible to administrators in the “Request in Process” status and will be visible to the dealer at “Accepted Pending Confirmation” status.
- **Queued:** The Voucher Processing Team performs a preliminary review of the voucher request to check for any outstanding issues before standard Initial Review. The Team then assigns funding status or assigns request to a contingency list if available.
- **Funding Reserved:** Funds are reserved from the appropriate funding source (i.e. drayage or transit set-aside, etc.) for the voucher request. This step of the process is not voucher approval; funding is not guaranteed. TetraTech then begins standard Initial Review (for example, checking DOT numbers and eligibility for increased voucher amounts for DAC). The dealer will have 10 days to address any issues or the vouchers may be cancelled.
- **Accepted Pending Signed Forms:** The purchaser receives and completes additional required information via Purchaser Form. After the Purchaser Form is complete, TetraTech sends Terms and Conditions (T&C) to both the dealer and purchaser for review and signature.
- **Vouchers Created:** All stages of a voucher request have been completed. T&Cs and Purchaser Form have been accepted for review. Under the “Voucher Requests”

tab, the dealer will see the "Vouchers Created" status. Simultaneously, under the "Vouchers" tab in the VPC, the dealer will be able to see assigned voucher IDs by looking at the "Accepted Pending Confirmation" status.

Voucher Stages:

- **Request in Process:** This is the first status in the voucher object. It is used as a placeholder until all the voucher request statuses are completed. *Please note this stage is not visible to dealers and is only visible to TetraTech and CALSTART administrators. No actions are needed by dealer or TetraTech and the vouchers will automatically be moved to "Accepted Pending Confirmation" once the voucher request is moved from "Accepted Pending Signed Forms".*
- **Accepted Pending Confirmation:** Individual vouchers are now visible to dealers under the "Vouchers" tab in the VPC. Before this status, their Vouchers tab will be blank. Dealers must fill out VINs and requested vehicle information in the "Key Fields" section in order for their vouchers to move forward. TetraTech conducts TRUCRS compliance review, reviews VIN, and confirms MY of vehicle is what is listed in the VPC Vehicle Catalog.
- **Pending Delivery:** Vouchers must be updated every 90 days to re-confirm the anticipated delivery date. Dealers must fill out additional vehicle information in the "Key Fields" section in order for vouchers to move forward. As well, photos of the VIN Tag and the VECI Label are required at this status.
- **Redemption Processing:** Dealers are sent a Redemption form for completion. Dealers must also complete all items on a Redemption Checklist in order to move their vouchers forward. CARB extension approval is needed if redemption will not occur within 18 months of the date funding is reserved, except for vouchers for public transit buses which have a longer timeline at 36 months from the date funding is reserved.
- **Redemption Approved:** CALSTART's Accounts Payable team mails payment to dealer (approximately 7 business days) (or electronic payment, if available). The purchaser is required to complete an annual survey for 3 years after redemption.
- **Completed Paid:** Check information has been added to voucher record. Dealer reimbursement process is complete.
- **Cancel/Voided:** Upon dealer or purchaser request or for other reasons, HVIP staff can cancel a pending voucher or voucher request at any stage. Visible to the dealer in the Voucher Processing Center, staff will mark a cancellation reason as

indicated by the dealer, and will notify both the dealer and purchaser via email. If a voucher is cancelled within the first 30 days of the date on which it was requested, it is considered Voided, whether the cancellation was initiated by the purchaser or by HVIP staff.

B. VEHICLE TECHNOLOGY ELIGIBILITY

This section describes minimum criteria necessary for vehicles to obtain HVIP eligibility. Once a vehicle becomes HVIP eligible, the vehicle must continually meet the minimum criteria as stated. If a vehicle fails to continually meet the minimum eligibility criteria, the vehicle will become ineligible and will be removed from the list of eligible vehicles. Additionally, if a vehicle associated with a voucher request fails to meet the minimum eligibility criteria, the voucher request will be cancelled. If a vehicle has already been delivered and received HVIP funding, and is later found to be ineligible, the manufacturer will be responsible for returning the full amount of the HVIP voucher upon request by the Grantee or CARB. It is the responsibility of the manufacturer to ensure the vehicle meets the minimum eligibility criteria at time of vehicle delivery and voucher redemption. The manufacturer is also responsible for informing the HVIP Project Liaison if a HVIP-eligible vehicle does not meet the minimum eligibility criteria at time of vehicle delivery and voucher redemption.

CARB is responsible for evaluating and approving the eligibility of vehicles for HVIP funding. CARB, at its sole discretion, may inspect vehicles to ensure the vehicles meet all applicable local, state, and federal laws, ordinances and requirements, including but not limited to CARB certification and all applicable safety and air quality regulations. Any dealer or manufacturer that participates in HVIP must allow CARB to inspect HVIP-funded vehicles upon request or they may be deemed ineligible for HVIP and required to pay back voucher funds. Vehicles that do not comply with all applicable local, state, and federal laws can be deemed ineligible for funding. Vehicle eligibility applications are found in Appendix B. Application submittal instructions and an updated list of eligible vehicles are found at www.CaliforniaHVIP.org.

Approved vehicles and engines meeting the new optional standard of 0.01 g/bhp-hr NO_x will remain eligible for two years following the year they are initially submitted. For example, in 2024 the model years 2022, 2023, and 2024 are eligible for HVIP eligibility, while previous model years are not. HVIP eligibility per Appendix A must be completed for each eligible model year. ePTO systems may be approved for HVIP eligibility for a vehicle model year range of up to five model years. The model years must be identified on the ePTO system eligibility application.

All manufacturers of HVIP-eligible vehicles that are subject to recalls by the National Highway Traffic Safety Administration (NHTSA) must provide a copy within 30 days of the NHTSA filing to hvip@arb.ca.gov.

1. Requirements for All Vehicles

The vehicle, including the propulsion system, powertrain/drivetrain, batteries/energy storage system(s) and engine (if applicable) must be covered by a manufacturer warranty. The engine warranty requirements in HVIP applies to vehicles receiving funding and is not intended to supplant or limit the certification requirements. With the exception of new and repowered vehicles using engines certified to the optional Low NOx standard of 0.01 g/bhp-hr and ePTOs, HVIP eligibility applies only to vehicles identified on CARB Executive Orders (EO).

A - Prior to approving a vehicle model for addition to the List of Eligible Vehicles (Vehicle Catalog), CARB may request that the manufacturer provide copies of representative vehicle, engine and battery warranties and a description of the manufacturer's plans to provide warranty and routine vehicle service. HVIP vehicles must provide one of two warranty options described below. A manufacturer has the option to provide either warranty on any vehicle.

- The warranty must provide protection for a minimum of 3 years or 50,000 miles, whichever comes first, and provide full warranty coverage of, at a minimum: motor, propulsion system, powertrain/drivetrain, battery, parts and labor; or
- The warranty must provide protection for a minimum of 2 years or 100,000 miles, whichever comes first, and provide full warranty coverage of, at a minimum: motor, propulsion system, powertrain/drivetrain, battery, parts and labor.

B - A vehicle is not eligible for an HVIP voucher if the same vehicle make and model is receiving public incentive funding as a research vehicle. Vehicles of the same make and model participating in pre-commercial demonstration and pilot deployment projects may be eligible for HVIP. However, the VIN of a vehicle receiving HVIP funding may not match any vehicle participating in pre-commercial demonstration and pilot deployment project.

C- The vehicle must be a commercial, non-profit organization, or public fleet vehicle. Personal vehicles are not eligible for HVIP funding.

D- Vehicles that are approved for the Clean Vehicle Rebate Project (CVRP) are not eligible to participate in HVIP.

E- Pickup trucks and recreational vehicles / housecars are not eligible for HVIP. A pickup is defined by the California DMV as a motor truck with a GVWR of less than 11,500 pounds and equipped with an open box-type bed less than 9 feet in length. (Section 471 of the Vehicle Code). Housecars are motor vehicles originally designed, or permanently altered, and equipped for human habitation, or to which a camper has been permanently attached (Section 362 of the Vehicle Code).

F- The chassis of any vehicle receiving an HVIP voucher must be titled and licensed in California, and the vehicle must be California-registered. The delivered chassis must match the chassis listed on the corresponding CARB Executive Order.

G- HVIP eligible vehicle must be purchased from a dealer approved by the Grantee to participate in HVIP.

H - Eligible vehicles must have at least one California-based service facility affiliated with the vehicle manufacturer capable of providing product training for dealers, vehicle service, warranty service, and repairs statewide.

I - Vehicle manufacturers and California-based service providers affiliated with the vehicle manufacturer must be capable of providing vehicle service, warranty service, and repairs for eligible vehicles statewide.

J - No retrofits or other hardware or software modifications that significantly impact the vehicle's emissions characteristics are permitted. (California Vehicle Code section 27156).

K - The vehicle must meet all applicable local, state, and federal laws, ordinances and requirements, including but not limited to all applicable safety and air quality regulations.

L - Vehicles with lead-acid batteries used for traction power or ePTO operation are not eligible for HVIP. Lead-acid batteries may be used to power accessories or other justified uses.

M - For all HVIP-funded school buses, California Highway Patrol (CHP) certification is required. It is the responsibility of the school district to obtain CHP certification once the school district takes possession of the school bus.

N - **Telematics data:** All vehicles, except military vehicles, shall be equipped with a data acquisition system capable of collecting vehicle GPS data and vehicle mileage. Telematics requirements for ePTO vehicles are covered separately in section B(4)(f). Each vehicle manufacturer shall be responsible for providing quarterly reports for each HVIP-funded vehicle to the Grantee. Each quarterly report shall have current quarterly and cumulative data listing the following information for each HVIP-funded vehicle:

- i. Hours and percentage of total time when the vehicle is operating (operating would mean vehicle is "key on") within a disadvantaged community (DAC)³.
- ii. Percentage of days when workday is ended in a DAC.
- iii. Total miles and percentage of total miles when the vehicles are driving within a DAC.
- iv. Each report shall be broken into two groups:
 1. Vehicles domiciled in a DAC.
 2. Vehicles not domiciled in a DAC.

³ <https://calepa.ca.gov/EnvJustice/GHGInvest/>

- v. Grantee shall provide manufacturer a list of vehicles to be included in each quarterly report.
- vi. Vehicle manufacturers shall provide a minimum of three years of data for vehicles from the date of voucher payment.

OEMs reporting zero miles for any HVIP-funded vehicles for 2 consecutive quarters will be required to provide additional documentation as to the reasons for the downtime.

HVIP defines DAC eligibility as a vehicle domicile address in any of the following areas of the map at <https://webmaps.arb.ca.gov/PriorityPopulations/>

- Disadvantaged Communities = Yellow on map legend
- Disadvantaged AND Low Income Communities = Green (Yellow AND blue on map legend)
- Low Income Communities within ½ mile of a Disadvantaged Community = Crosshatched purple on map legend
- Low Income Households within ½ mile of a Disadvantaged Community = Crosshatched grey on map legend

Additional requirements for the DAC incentive are included later in this document.

2. New Zero-Emission Vehicles

Hydrogen fuel cell and battery electric-powered vehicles emit zero tailpipe emissions and are eligible for HVIP. Other technologies, which emit zero-emissions when in operation, may be considered for HVIP eligibility on a case-by-case basis. Hydrogen Fuel cell vehicles must not have plug-in capacity.

- a. The vehicle must be a new vehicle as defined in California Vehicle Code Section 430.⁴
- b. For the purposes of HVIP, a new chassis that has been converted with aftermarket parts or equipment to create a zero-emission vehicle is not considered a new vehicle, unless the completed zero-emission vehicle has obtained CARB new vehicle certification. HVIP-eligible vehicle (and vehicle chassis) must be new and not yet have been registered in any state or paid for by the purchaser (other than a vehicle down payment) in order to receive a voucher. Used vehicles (including vehicles used by dealers, manufacturers, or other entities or for demonstration purposes) are not eligible for HVIP. Any delivered chassis must match the chassis listed on the corresponding CARB Executive Order.
 - i. A Vehicle Emissions Control Information (VECI) label must be provided on the chassis

⁴ Per section 430 of the California Vehicle Code, a "new vehicle" is a vehicle constructed entirely from new parts that have never been the subject of a retail sale, or registered with the California Department of Motor Vehicles, or registered with the appropriate agency or authority of any other state, District of Columbia, territory or possession of the United States, or foreign State, province, or country.

and the information must match the CARB Executive Order.

- c. Zero-emission vehicle makes/models must fall into one of the following categories to apply to CARB for HVIP eligibility:
 - i. Zero-emission vehicles from 8,501 to 14,000 lbs GVWR that are CARB-certified as Type I, I.5, II or III zero-emission vehicles as defined in the California ZEV Regulation (Section 1962(d)(5)(A), Title 13, California Code of Regulations (CCR) for 2003-2008 model year vehicles and Section 1962.1(d)(5)(A), Title 13, CCR for 2009 and subsequent model years). Those vehicles from 8,501 to 10,000 lbs GVWR may apply for HVIP eligibility; however, eligibility for this lightest vehicle class is provided on a case-by-case basis only if the vehicle is exclusively for commercial (not personal) use, and meets the intent of HVIP.
 - ii. Zero-emission vehicles above 14,000 lbs GVWR that are CARB-certified. The manufacturer must also certify that the vehicle model complies with all applicable federal safety standards for new motor vehicles and new motor vehicle equipment issued by the National Highway Traffic Safety Administration. The Federal Motor Vehicle Safety Standards are found in Title 49 of the Code of Federal Regulations (CFR) Part 571.
 - iii. If a written statement and documentation have been previously provided to CARB in the course of applying for CARB approval/certification of the vehicle model, no additional written statement is required.
- d. The vehicle must demonstrate a minimum 35-mile all-electric range (AER). CARB retains sole authority to determine the appropriate procedure to perform AER demonstration.
- e. The vehicle must be demonstrably designed exclusively for commercial use (i.e. not intended for private or non-commercial use).
- f. Zero-emission terminal and yard trucks were transitioned to the Clean Off-Road Equipment (CORE) Voucher Incentive Project in February 2020, and are no longer eligible for HVIP funding.
- g. Zero-Emission Powertrain Certification (ZEP Cert) is required for all zero-emission powertrains installed in zero-emission vehicles.

3. Zero-Emission Vehicle Conversions

This section applies to new or in-use vehicles with any fuel type that convert to zero-emission, including battery electric and hydrogen fuel cell technologies. Hydrogen Fuel cell vehicles must not have plug-in capacity.

- a. For conversions of any type of vehicle to zero-emission, the aftermarket conversion kits must

receive an exemption executive order (EO) from CARB.⁵

- b. A voucher will not be issued until the vehicle conversion is verified by the Grantee, CARB, or CARB's designee.
- c. The maximum chassis age for zero-emission vehicle conversions is ten years. CARB may consider chassis older than ten years on a case-by-case basis.
- d. Refer to the voucher tables in this document for zero-emission vehicle conversion voucher amounts.
- e. Conversions must demonstrate proof of compliance with the AER requirements.
- f. If a vehicle has an Executive Order Relating to Conversion of On-Highway Vehicles to Electricity, (Conversion EO) the vouchers requested for that vehicle must be a Conversion Voucher.

4. Vehicles with ePTO

The following vehicle eligibility requirements apply to vehicles equipped with ePTO

- a. Vehicles with an ePTO powered by lead acid battery technology are not eligible.
- b. Vehicles whose ePTO is powered by a battery chemistry other than lithium ion or other zero-emission technology will be considered for HVIP funding eligibility on a case-by-case basis, with voucher amounts dependent upon technology incremental cost, potential for technology transfer to other vehicle or equipment applications, and other criteria.
- c. An ePTO system must use alternating current (AC) to power the electric motor and have a voltage of at least 40 volts. An ePTO system using direct current may be approved by CARB Project Liaison on a case-by-case basis based upon evidence the system is robust and will not compromise workplace safety.
- d. The vehicle ePTO system must demonstrate ability to charge from the battery manufacturer recommended minimum state-of-charge (i.e., the remaining battery voltage defined by the manufacturer at which the vehicle engine will turn on to recharge the ePTO battery) to fully charged within twelve hours when plugged in. The manufacturer recommended minimum state-of-charge utilized during HVIP eligibility application ePTO demonstration may not be adjusted in-use for a minimum of three years from the vehicle's HVIP voucher redemption date.
- e. When the ePTO system is engaged at the jobsite, heating, ventilation, and air conditioning (HVAC) cab comfort must be powered by the ePTO battery.

⁵ For more information, go to: <https://ww3.arb.ca.gov/msprog/aftermkt/aftermkt.htm>

- f. The vehicle must include a telematics device that electronically tracks:
 - i. Vehicle location
 - ii. Time of operation in ePTO mode
 - iii. Telematics data for DACs: All work vehicles with ePTO, except military vehicles, shall be equipped with a data acquisition system capable of collecting vehicle GPS data. Each vehicle manufacturer shall be responsible for providing quarterly reports for each vehicle to the Grantee. Each quarterly report shall have current quarterly and cumulative data listing the following information:
 - a. Hours and percentage of total time when the vehicles are parked and operating in ePTO mode (engine off, providing work power from batteries) within a DAC.
 - iv. Each report shall be broken into two groups:
 - a. Vehicles domiciled in a DAC.
 - b. Vehicles not domiciled in a DAC.
 - v. Grantee shall provide manufacturer a list of vehicles for each quarterly report.
 - vi. Vehicle manufacturers shall provide a minimum of three years of data for vehicles from the date of voucher payment.
 - vii. For DAC mapping data files, please visit CARB's Disadvantaged and Low-income Communities Investments website at:
<https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm>
- g. Class 5/6 ePTO Plug-In Requirement:
 - i. Class 5/6 ePTO Plug-In Vehicle purchasers must agree to provide access to necessary charging equipment at the domicile location, or a copy of their company's charging policy showing plug-in access.
- h. Work vehicles with ePTO may be deemed HVIP-eligible by CARB staff based on a demonstration that the vehicle engine does not idle to recharge the battery or to power the truck mounted hydraulic, pneumatic or electric work equipment utilized for performing stationary work in a typical workday.

The use of video conferencing and/or telematics data collection may be utilized for ePTO demonstrations, unless the CARB Project Liaison specifies otherwise. The CARB Project Liaison and manufacturer applicant will agree on the demonstration method on a case-by-case basis.

- i. The CARB Project Liaison may also require in-person demonstration. In-person demonstration must be conducted within a 100 mile radius of CARB headquarters in Sacramento, California unless an alternate location is preapproved by the CARB Project Liaison.

j. The following procedures are required for the demonstration of utility bucket trucks. The CARB Project Liaison or designee may approve in writing modifications to the ePTO demonstration procedures listed below.

Demonstration of ePTO Systems on Aerial Vehicles with GVWR 26,001+ lbs

The ePTO demonstration consists of three steps:

- The CARB Project Liaison or designee approves in writing a vehicle and ePTO duty cycle that reflects a typical work day. The duty cycle must include the following parameters:
 - At least 45 minutes of total boom movement with at least 175 lbs in the bucket, including a minimum of 22.5 minutes of vertical boom movement and 22.5 minutes of horizontal boom movement. Each boom movement must extend to maximum achievable boom left/right and up/down positions.
 - At least five minutes of air conditioning, running at maximum capacity with the cab windows closed.
 - Vehicles with a battery charge while driving feature may include up to one hour of driving as part of the duty cycle. Drive cycles will be considered by the CARB Project Liaison on a case-by-case basis, and must reflect a suburban driving environment (i.e. moderate speeds and number of stops).

Demonstration of ePTO Systems on Aerial Vehicles with GVWR 16,000-26,000 lbs

Due to differing duty cycles of Class 5 and Class 6 aerial vehicles, the following demonstration is required for ePTO installed on aerial vehicles with GVWR between 16,001-26,000 lbs.

The work cycle is defined as 6 job sites with 10 miles between each job site. At each job site, the vehicle will perform one aerial boom cycle as defined below.

- An aerial boom cycle consists of taking the aerial device from the stowed position, to a defined working position, and returning to the stowed position.
- From stowed to the working position: Activate upper and lower boom simultaneously until upper boom reaches 45 degree above horizontal and lower

boom is completely unfolded or vertical. Rotate machine 90 degrees. Extend upper boom if unit is equipped with a telescopic boom section.

- From working position to the stowed position: stow the unit fully in the reverse order, retracting telescopic boom sections, rotating, and lower the upper and lower boom simultaneously. A cycle is considered completed once the aerial device has returned to the stowed position.
- ePTO systems must be able to perform the below defined demonstration without fully depleting the ePTO battery and without engine auto-start in order to be eligible for funding. During the ePTO demonstration, the battery state-of-charge (SOC) must be recorded for each of the steps below. The ePTO demonstration consists of the following:
 - Park the test vehicle at the test site and conduct pre-operational safety procedures, as applicable.
 - Place the vehicle into ePTO mode and set the outriggers, if applicable
 - Engage the aerial device controls and perform one aerial boom cycle (as described above)
 - Return aerial boom to the stowed position and operate at least five minutes of air conditioning, running at maximum capacity with the cab windows closed.
 - Drive vehicle for a total of 10 miles and return to test site.
 - Repeat steps 1-5 to simulate a second jobsite.
 - Repeat steps 1-5 to simulate a third jobsite.
 - Repeat steps 1-5 to simulate a fourth jobsite.
 - Repeat steps 1-5 to simulate a fifth jobsite.
 - Repeat steps 1-5 to simulate a sixth jobsite.
 - Record final battery SOC.

k. For the demonstration of non-utility bucket truck ePTO systems, the CARB Project Liaison and manufacturer applicant will develop and agree on the testing procedure on a case-by-case basis.

5. New and Repowered Vehicles Using Engines certified to the optional Low NOx standard of 0.01 g/bhp-hr

Below are the minimum criteria necessary for a vehicle equipped with or repowered with an engine certified to the optional Low NOx standard of 0.01 g/bhp-hr. Once a vehicle is equipped with such an engine, the vehicle must continually meet the minimum criteria as stated. The telematics requirement (Section B(1)(I)) does not apply to this section.

- a. New vehicles must be equipped or repowered with an engine certified to 0.01 g/bhp-hr

- b. The engine must be covered by a manufacturer warranty. The warranty must provide protection for a minimum of 3 years or 50,000 miles, whichever comes first or 2 years or 250,000 miles, whichever comes first.
- c. The engine warranty requirements in HVIP applies to vehicles receiving funding and is not intended to supplant or limit the certification requirements. The emissions warranty specified in title 13 CCR section 2036, remain applicable to engines used in HVIP-funded vehicles. For example, for an engine used in a heavy heavy-duty Class 8 vehicle (33,000 lbs. and greater gross vehicle weight rating) that is funded, the engine emissions warranty would be as specified in title 13 CCR section 2036.
- d. If the engine is for a repower, the engine repower must be performed by an installer authorized by the engine manufacturer.
- e. Fleets using natural gas internal combustion engines are required to self-certify per the Terms and Conditions that they are refueling with 100% California-produced Renewable Natural Gas (RNG) for a minimum of three years, either at public stations, via a fuel contract, or both.

Annual Participant Surveys are sent to HVIP purchasers in the fall. Continued usage of renewable fuel will be monitored via the Survey for a three-year period following voucher redemption. Fleets that fail to submit the annual vehicle surveys/questionnaires as required from any HVIP funding year may be ineligible for additional HVIP vouchers while this information remains outstanding.

CARB, at its sole discretion, may request documentation from Natural Gas Internal Combustion engine purchasers to verify the use of 100 percent California-produced RNG. Natural Gas Internal Combustion engine purchasers not adhering to the in-State RNG requirement may be barred from eligibility for HVIP and other CARB incentives.

C. VOUCHER REQUIREMENTS

HVIP vouchers will only be provided for a specific vehicle or engine certified to the optional Low NOx standard of 0.01 g/bhp-hr ordered and purchased by a specific customer. The dealer must work with the purchaser to complete the HVIP voucher request form (available once a voucher request is submitted through the Voucher Processing Center (VPC)). **Except for a transit voucher request submitted with a letter of intent, submittal of a voucher request not associated with a binding complete vehicle order is prohibited. Voucher requests submitted for vehicles that have already been delivered, paid for, and/or registered will not be accepted. The binding order must reflect the complete vehicle cost minus the HVIP incentive amount on the vehicle.**

Only vehicles approved by CARB and listed as eligible on the HVIP webpage may receive a voucher. HVIP funds the purchase/order of a completed vehicle, a vehicle that requires no further manufacturing operations to perform its intended function, upon delivery to purchaser.

For the purposes of HVIP, the Purchaser is the fleet that will purchase or lease the eligible vehicle and operate the vehicle for at least three years. Generally, communications and responsibilities are exclusively with the dealer identified on the HVIP voucher request⁶.

A vehicle dealer must provide CARB (or its designee) with all requested information related to compliance with HVIP requirements or any vehicle(s) purchased with a HVIP voucher within 10 calendar days of CARB's written request for such information. Requested information may include but is not limited to purchase orders or agreements and vehicle payment information and related bank records. Vehicle dealers must respond to inquiries from purchasers and prospective purchasers within 5 business days of receiving any such outreach.

The dealer must sell the entire HVIP-eligible completed vehicle or completed vehicle with engine certified to the optional Low NOx standard of 0.01 g/bhp-hr to the purchaser. Voucher requests for incomplete vehicles, including vehicles without the body installed, and zero-emission powertrains/drivetrains alone are prohibited and are subject to cancellation at the point of voucher request.

A dealership, manufacturer, or leasing entity is not a purchaser. A purchaser with active vouchers, or any entity that has ever participated as a purchaser in HVIP, may not become an HVIP approved dealer. A purchaser is not a manufacturer, dealership, leasing company, or any entity that enters into any agreement with another party to operate the vehicle. Dealerships, leasing entities, vehicle rental providers, manufacturers, and any entities under common ownership or control with such establishments are prohibited from requesting a voucher as a purchaser. Entities, including entities under common ownership or control, that have been identified as a dealership, leasing entity, or manufacturer in past HVIP transactions are prohibited from requesting new vouchers as a purchaser.

1. Voucher Request

A valid Purchase Order (or other binding Agreement, Contract, Buyer's Order, or action/resolution by a government entity's governing body) from the dealer to purchaser -- and signed by both dealer and purchaser -- is required at the time a voucher request is made for vehicles purchases and leases, excluding requests submitted with a letter of intent for public transit agencies. Non-binding agreements or quotes are not sufficient to reserve a voucher.

Dealers must notify voucherprocessing@tetrattech.com of any non-standard requests such as finance and lease arrangements at the time the voucher is requested; the online Voucher Processing Center will prompt the Dealer to indicate whether the voucher is for a lease.

⁶ Exceptions may apply to vouchers involving Bulk Purchase Requirements.

P.O. age: Purchase Orders or other binding sales agreements for *private-entity purchasers* can be dated no earlier than *90 calendar days* before the date the voucher request is submitted. For *public-entity purchasers*, POs or other binding sales agreements can be no older than *March 30, 2023*. See updates at www.californiahvip.org/funding.

The Purchase Order must include the purchaser and dealer names, HVIP voucher amount, number of units (if a batch request), model name and year of the vehicle as listed on the CARB EO, issued date, HVIP eligible vehicle description, and the purchaser's and dealer's signature. The purchase order provided by the dealer must represent a real vehicle order that is ready to be placed. Voucher requests submitted with a purchase order / sales agreement that is missing any of this mandatory information may be subject to cancellation at the point of voucher request.

In cases where a public entity's governing body plans for final approval of the binding agreement after the award of HVIP funds, a letter stating the date by which documentation of final approval will be provided must be included at the time of the voucher request, signed by an authorized representative of the public entity. With approval from CARB or its designee, a public entity may use the same binding agreement for two different voucher requests. For example, if an agreement is for 60 vehicles, the purchaser can use the agreement in one calendar year for 30 and then in the next calendar year for the additional 30.

Any changes to the P.O. requested by the purchaser must be submitted within 90 days of the date the voucher request is submitted. The purchaser and dealer must sign the updated P.O. Changes to the P.O. requested by the dealer are not permitted. If a purchaser requests any changes to the vehicle after the 90 days, which will affect pricing, please reach out to voucherprocessing@tetrattech.com for next steps so the request can be reviewed at CARB's sole discretion.

A Letter of Intent (LOI) is permitted for transit agencies in lieu of a purchase order at the point of voucher request submission. The date of signature on the LOI may be no earlier than January 1, 2024. A purchase order or other binding agreement will be required within 6 months of submission, otherwise the voucher requests will be cancelled. Case by case requests for accommodation of longer procurement timelines for public fleets can be submitted to voucherprocessing@tetrattech.com.

Once a voucher request is submitted-- along with the purchase order or other binding sales agreement representing a real vehicle order-- the dealer, vehicle, domicile location, and fleet information, cannot change. The domicile address must be in California and cannot be changed without CARB approval, including for 3 years after voucher redemption.

If the voucher is for a leased domiciled address, a rental / lease agreement of a minimum length of three years must be provided for any voucher requests utilizing a domicile address that is not owned by the fleet. The purchaser must ensure the domicile address remains in California and the location cannot be changed without CARB approval for 3 years after voucher redemption. For fleets size 20 and smaller, an agreement of less than three years may be considered, subject to CARB evaluation and written approval. An updated agreement(s) for the remaining years of the HVIP term length will need to be provided

subsequently. Requests to use rental/lease agreements less than three years can be submitted for CARB's review to voucherprocessing@tetrattech.com

If the dealer, fleet or vehicle information changes after a voucher request is submitted, that voucher will be cancelled. A new voucher may be requested, contingent on funding availability, with the new dealer, vehicle, or purchaser/lessee information. Voucher requests cannot list any HVIP-approved dealer, leasing entity, manufacturer, and any entities under common ownership or control with such establishments as the purchaser or lessee.

Fleet size: For Standard HVIP and all Set-Asides except for ZESBI, HVIP's fleet size definition for voucher requests placed on or after January 1, 2024 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. See Appendix C for more information about definitions of common ownership or control.

Fleet size is inclusive of vehicles registered with the California Department of Motor Vehicles (DMV) as non-operational, but excluding off-road vehicles, unregistered vehicles, and those registered with the DMV as non-revivable junk or dismantled.

Fleet size is inclusive of existing unredeemed HVIP vouchers, but DOES NOT count the current voucher request; therefore, if a voucher(s) represents the fleet's first purchase of a vehicle with a GVWR greater than 8,500 lbs, a fleet size of "0" should be entered. Before voucher redemption, additional verification of fleet size may be required at CARB's sole discretion, including site visits.

A residential address may NOT be used as a vehicle domicile location unless specifically approved by CARB or its designee. Purchasers intending to use a residential address as a vehicle domicile location must provide a letter of explanation as to the commercial use of the residential property to voucherprocessing@tetrattech.com at the time of voucher request, or the voucher will be cancelled. The letter must explain the infrastructure and parking parameters to support the vehicles identified in the voucher request at the residential location that make it suitable for commercial use, the number of commercial vehicles domiciled on the site, and the date that commercial vehicle activity started at the site. The letter also must include a copy of the purchaser's charging policy and strategy showing access to charging infrastructure at the domicile, i.e., plug-in access for all HVIP-funded vehicles domiciled at the site.

CARB or its designee will require the purchaser to demonstrate reasonable access to necessary charging/fueling equipment at the domicile location located in California and parking capability to support all the vehicles identified in the voucher request. CARB reserves the right to cancel the voucher(s) if the purchaser is unable to demonstrate to CARB's satisfaction the ability to support all HVIP-funded vehicles prior to voucher redemption.

For school bus vouchers, the domicile address must be affiliated with the school district purchasing the vehicle.

Within 10 calendar days after any voucher request, dealers must: 1) Provide the purchaser's Truck and Bus Regulation (TRUCRS) ID or compliance certificate to the Voucher Processing Center. If a TRUCRS ID is not available, a signed letter from the fleet purchaser stating that the fleet purchaser is not subject to TRUCRS must be submitted within 30 calendar days to voucherprocessing@tetrattech.com. 2) Address any missing information that may have been identified during the initial review of the voucher request, such as a missing Taxpayer Identification Numbers (TIN) or California Carrier Identification Number (CA#), domicile location clarification, or vehicle model year confirmation. Dealers will be contacted within 5 business days of a voucher request regarding any missing information that must be addressed.

The dealer must also provide the vehicle identification number (VIN) (and serial number for repowers) that uniquely identifies the vehicle, along with the vehicle expected delivery date, within 60 calendar days of voucher acceptance. Serial numbers, production numbers, factory build sheets, or other documentation that confirms that the dealer has made an order with the manufacturer may be accepted in lieu of a VIN; dealers must notify the Voucher Processing Center of the intention to use other documentation. The Grantee may reject the voucher after 60 calendar days if the VIN or other documentation is not provided or does not match the vehicle identified on the voucher request. If the VIN is not available for more than 60 calendar days, the dealer should inform the grantee in advance. VINs are not required to be submitted for vouchers that are subject to an OEM Cap Exceedance review until the vouchers are accepted by CARB. The VIN on the delivered vehicle must match the VIN initially provided.

The VIN model year is required to be identical to the EO model year for voucher processing. A letter of attestation may be provided by the manufacturer to resolve any misalignment between VIN model year and EO model year for the purpose of submitting an accurate voucher request and for voucher redemption. The letter of attestation must specify the VIN model year(s), vehicle family name, vehicle models names, and EOs associated with the vehicles. The letter must also include language stating that the manufacturer will be responsible for returning HVIP voucher funds and for any CARB penalties should there be any issues resulting from the VIN model year and EO model year misalignment. Please contact voucherprocessing@tetrattech.com for more information on the letter of attestation.

Once all voucher request forms and information are received by the Grantee, the voucher request is considered Accepted to the next status of the voucher process.

Automated emails from the Voucher Processing Center will be sent directly to the Dealer regarding voucher status and required actions. However, purchasers will also receive notifications in some cases, such as 1) when the Dealer requests a voucher on their behalf, and when funding is secured, 2) when the voucher has been redeemed by the Dealer, 3) when a purchaser signature is required and 4) in any instance wherein the voucher is cancelled for any reason.

Purchasers should notify voucherprocessing@tetrattech.com if the email address that should receive these messages changes. Dealers must keep their contact information current by updating dealertraining@californiahvip.org.

Dealers and purchasers are required to use email addresses and other contact information affiliated with the business on whose behalf they are participating in HVIP. Use of personal contact information (I.e. using general domains such as @gmail and @yahoo) is prohibited unless business-affiliated contact information is the same as personal contact information.

The dealer and purchaser are responsible for checking the HVIP website on an ongoing basis for the latest program updates.

AB 794 Attestation to Compliance with Labor Laws: Pursuant to Assembly Bill 794⁷, a fleet purchaser of new drayage and short-haul trucks is eligible to participate in an incentive program if it can demonstrate that it does not have any applicable law violation at the time of applying for the incentive, is not on the list maintained by the Division of Labor Standards Enforcement under Section 2810.4 of the Labor Code, and attests it will retain direct control over the manner and means for performance of any individual using or driving the vehicle.

Prior to submitting voucher requests, drayage and short haul fleets of one or larger, must submit a public attestation online at: www.cazevlaborlawcompliance.org that they are in full compliance with all labor laws including Section Ren2810.4 of the Labor Code and in compliance with all Assembly Bill 794 conditions. Complaints received against fleets alleging labor law violations or false attestations will be investigated and referred to the state labor law agencies or CARB enforcement, as appropriate. Attestations must be renewed annually for at least three years from the date of application for incentives or the duration of the incentive agreement, whichever is longer; failure to do so will result in ineligibility to participate in the incentive program.

2. Voucher Caps and Fleet Size Limits

Purchaser cap: Each fleet /purchaser is limited to placing 30 voucher requests per calendar year, except for drayage, transit, and refuse fleet / purchasers which are limited to placing 50 total voucher requests per calendar year, cumulatively in HVIP standard funds and the set-asides. See Appendix G for information about the ZESBI fleet cap specifically. If a single drayage / transit / refuse vehicle is purchased, the purchaser's cap increases to 50. Vehicles under common ownership or control are considered part of a single fleet even if they are part of different subsidiaries, divisions, or other organizational structures of a company or government entity. If a fleet already has requested the maximum allowable number of vouchers and the vouchers are unredeemed and at the status of "Submitted" or higher in the Voucher Processing Center in a given calendar year, any additional requests for that fleet will be rejected and the dealer and fleet will be notified.

⁷ Full text available here: [Bill Text - AB-794](#)

Any redeemed vouchers that were requested in the same calendar year are exempt from the voucher cap. For example, if a fleet receives vouchers for 30 trucks, and the truck manufacturer delivers / redeems 20 of those truck vouchers within the calendar year, the fleet would be eligible to request another 20 vouchers before the end of the calendar year, depending on funding availability. (In other words, vouchers redeemed can be replaced with an equal number of new voucher requests, up to the cap). It is the responsibility of the dealers to determine fleet eligibility before requesting a voucher.

If a waitlisted request is made in a different calendar year than the calendar year in which it is converted to funding-reserved status, the fleet cap applies to the year in which it is converted to funded status. For example, if a fleet places a waitlisted request for 20 delivery vans in 2022 and the request moves off the waitlist and is funded⁸ in 2023, the fleet has 20 vehicles toward its 30-voucher cap for 2023.

If a voucher or batch is cancelled in a subsequent calendar year to the year in which it was requested, and is then re-requested through another Dealer / Manufacturer in the subsequent year, CARB has sole discretion to permit that the new request counts toward the fleet cap of the original request year, and not the subsequent year. A request for such approval must be submitted to voucherprocessing@tetrattech.com, and CARB will not consider approval unless the entire order is moving to a different manufacturer that can deliver on a faster timeline than the cancelled order.

Manufacturer cap: The manufacturer rolling “soft” cap allows each manufacturer to hold up to 100 unredeemed vouchers at a time across all of the manufacturer’s HVIP-eligible product line, which includes the parent company and its subsidiaries/“brands” unless vehicles from the separate brands are produced at separate manufacturing sites. Requests from fleets size 20 and smaller submitted on or after January 1, 2023 do not count toward the 100 voucher cap. As a manufacturer redeems vouchers, more vouchers will become available for vehicles from that manufacturer. Under the “soft” cap, manufacturers can be granted additional vouchers beyond the cap on a case-by-case basis.

The cap applies across HVIP funding types, including set-aside funding for drayage, transit, and school bus. The cap does not prevent vouchers from being requested for a manufacturer’s technologies; rather it triggers the requirement for a case by case review process by CARB in order for those additional vouchers to be accepted. OEMs that maintain an average voucher redemption rate of at least 50 over any 6-month period or 100 over any 12-month period starting January 1, 2023 are not subject to the cap. If a batch request causes the cap to be exceeded, the quantity of voucher requests in the batch that are below the cap can proceed while the quantity that are above the cap will require case by case review.

If a manufacturer has 100 unredeemed vouchers and the manufacturer or a dealer wants to request additional vouchers, the manufacturer may submit a request to voucherprocessing@tetrattech.com for consideration at CARB’s sole discretion. The request must provide the details of the request and must be signed by the manufacturer, using the submittal form provided by the Voucher Processing Center team.

⁸ Funded is defined here as a budget has been approved and available to fund the vouchers on the waitlist

The request must affirm the production timeframe and ability to deliver within the maximum allowed voucher term of 540 calendar days for all currently unredeemed vouchers. The evaluation includes documentation from the manufacturer regarding their build progress and delivery plan for unredeemed vouchers as well as past delivery performance. The manufacturer is responsible for providing any information requested by CARB (or its designee) to support the case-by-case evaluation within 10 calendar days of CARB's written request for such information.

When CARB is reviewing an OEM Cap Exceedance request, a VIN is not required for vouchers that are over the cap until CARB's review of the request is complete, and only if the request is approved. The Voucher Processing Team will notify the affected dealer/OEM of the outcome of the request, at which point the VIN must be provided for each approved voucher request within 60 days.

Manufacturers can contact voucherprocessing@tetrattech.com for instructions on how to submit a case by case request. A manufacturer who receives a cap exceedance approval or denial may re-submit for reevaluation by CARB after no fewer than 90 calendar days.

Vouchers exceeding 100 will remain in the Voucher Processing Center — maintaining their place relative to other voucher requests — during case-by-case review, however they will not advance to the status of Accepted Pending Confirmation in the Voucher Processing Center until and unless approved by CARB. If a manufacturer's request to exceed the manufacturer cap is approved, vouchers will be accepted in the order they were submitted, unless otherwise approved by CARB. If a manufacturer's request is denied, all voucher requests exceeding 100 unredeemed vouchers will be cancelled, in the order submitted unless otherwise specified by CARB.

If a vehicle(s) is ready to be delivered but its voucher is subject to an ongoing OEM Cap Exceedance review, redemption approval may be granted at CARB's sole discretion by contacting voucherprocessing@tetrattech.com

At CARB's sole discretion, purchasers associated with vouchers cancelled due to cap exceedances may be given CARB approval to transfer their voucher(s) to a different participating manufacturer.

Dealers can view the number of unredeemed vouchers per manufacturer via the Voucher Processing Center on an ongoing basis via a dashboard graphic. Manufacturers who do not have VPC access will receive this same information via email quarterly and also can receive this same information by contacting dealertraining@calstart.org

If CARB denies an exceedance request or has set a new voucher cap for an OEM that is greater than 100, but requests still exceed the new cap limit that CARB has set, the additional requests beyond the new cap will be cancelled in the order received, or as otherwise instructed by CARB.

Fleet Size Voucher Adjustments:

Base voucher amounts for new requests are modified according to the table below.

<i>Voucher Adjustment Type</i>	<i>Voucher Adjustment Base Amount</i>
Public and private fleets size 20 and smaller	+100%
Private fleets with size 101-500	-20%
Private fleets size 501 and larger	-50%

Specifically, for requests placed on or after November 17, 2023, small fleets are now defined as public and non-profit fleets with 20 or fewer medium- and heavy-duty (MHD) vehicles or private fleets with 20 or fewer MHD vehicles *and* less than \$15 million in annual revenue. The change in small fleet definition applies to all uses, including eligibility for the 15% Disadvantaged Community (DAC) Plus Up, and additional fund stacking flexibility with State incentive programs.

The base voucher is doubled for small public and private fleets submitting new voucher requests on or after November 17, 2023 in Standard HVIP, the Drayage Truck Set-Aside, or the Public Transit Set-Aside. This includes requests that would have otherwise been ISEF standard purchases. All new standard purchases formerly made through ISEF are now funded through HVIP. Innovative Solutions such as short-term leases, rentals, and Truck-as-a-Service continue to be available through ISEF. See Appendix F for more information.

The doubled base **cannot** be combined with the +65% voucher enhancement for school buses.

Example Calculation: A fleet with a size of 6 MHD vehicles plans to purchase 2 Class 8 ZEV tractors that perform drayage operations. The fleet is in a disadvantaged community and is privately owned with an annual revenue of about \$10 million. This fleet is NOT a new customer to the HVIP program and has requested 5 HVIP vehicles previously that have still not been redeemed yet.

Fleet Size Calculation: 6 vehicles (reported by the dealer/purchaser) + 5 unredeemed HVIP vehicles (reported by HVIP admin) = 11

*Note: The CURRENT quantity requested is NOT included in the total fleet size calculation

Fleet size of 11 <= 20 AND Annual Revenue of \$10M <= \$15M -> This fleet QUALIFIES for the small fleet double base adjuster AND the DAC Modifier.

Base Amount: Class 8 Truck-Tractor = \$120,000

Fleet Base Adjuster = +100% * [Base Amount]

New Base Amount = (\$120,000) * 2 = \$240,000

Disadvantaged Community Modifier = +15% * [New Base Amount]

Class 8 Drayage Truck Modifier = +25% * [New Base Amount]

Final Voucher Amount Calculation: [New Base Amount] + Disadvantaged Community Modifier + Class 8 Drayage Truck Modifier ->

$$[\text{New Base Amount}] + .15[\text{New Base Amount}] + .25[\text{New Base Amount}] = (240,000) + .15(240,000) + .25(240,000) = \mathbf{\$336,000}$$

Voucher base adjustments will be applied first and will compound with other modifiers. For example, a purchase of a Class 8 battery-electric truck (\$120,000) by a private fleet with 150 vehicles (-20 percent) that will be used for drayage operations (+25 percent) would receive the adjusted base voucher amount (\$96,000) plus the sum of its modifier (\$96,000 *25 percent = \$24,000), or \$120,000.

For requests placed on or after November 17, 2023 the +100% base adjustment replaces the existing fleet size base adjustment of +15% which was previously in effect for private and public fleets with 20 or fewer MHD vehicles.

Public fleets and California Native American tribal government fleets with 11 or more vehicles above 8,500 lbs. and private fleets with 11-100 vehicles above 8,500 lbs. are not subject to the voucher amount reductions in the table above.

Additionally, purchases of zero-emission fuel cell vehicles are not subject to the voucher amount reductions in the table above.

Purchases by 501(c)(3) non-profit organizations also exempt from the reductions and from the revenue provision.

Fleet size definition: For Standard HVIP and all Set-Asides except for ZESBI, HVIP's fleet size definition for voucher requests placed on or after January 1, 2024 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 Implementation Manual.

Fleet size is inclusive of vehicles registered with the California Department of Motor Vehicles (DMV) as non-operational, but excluding off-road vehicles, unregistered vehicles, and those registered with the DMV as non-revivable junk or dismantled.

Fleet size is inclusive of existing unredeemed HVIP vouchers, but DOES NOT count the current voucher request; therefore, if a voucher(s) represents the fleet's first purchase of a vehicle with a GVWR greater than 8,500 lbs, a fleet size of "0" should be entered. Before voucher redemption, additional verification of fleet size may be required at CARB's sole discretion, including site visits

Starting January 1, 2025, private fleets with 50 or more vehicles, based on the definition above, will not be eligible to request new vouchers.

Bulk Purchase Requirement:

Private fleets with more than 500 vehicles must present a purchase order(s) for at least 30 HVIP eligible vehicles, and HVIP funding will be applied only for vehicles purchased above 30. For example, if a fleet

with 600 vehicles purchases 55 ZEVs, they would be eligible to receive 25 HVIP vouchers. The existing purchaser voucher request limit of 30 per calendar year (50 for drayage, refuse, and transit purchasers) applies regardless of the size of the bulk order.

HVIP vouchers for fleets in this size range are discounted to 50 percent of the base voucher amount per the table above, and must be applied to vehicles deployed in California in disadvantaged communities. HVIP voucher requests for vehicles not domiciled in a DAC will be cancelled. The non-HVIP-funded vehicles in the bulk order need to be domiciled in California but do not need to be domiciled in a DAC. The non-HVIP-funded vehicles in the bulk order may be funded by another public incentive program.

HVIP defines DAC eligibility as a vehicle domicile address in any of the following areas of the map at <https://webmaps.arb.ca.gov/PriorityPopulations/>

- Disadvantaged Communities = Yellow on map legend
- Disadvantaged AND Low Income Communities = Green (Yellow AND blue on map legend)
- Low Income Communities within ½ mile of a Disadvantaged Community = Crosshatched purple on map legend
- Low Income Households within ½ mile of a Disadvantaged Community = Crosshatched grey on map legend

Bulk orders can be comprised of multiple vehicles from the HVIP catalog, from multiple dealers. If the bulk order is all from one dealer, then the dealer will submit the PO when the voucher request is submitted. If the bulk order is from multiple dealers, the dealer will submit the PO for the HVIP-funded vehicles, and the purchaser will be responsible for providing the PO(s) for the 30+ non-HVIP-funded vehicles to voucherprocessing@tetrattech.com before the voucher can progress to the status of Accepted Pending Signed Forms in the VPC.

There is no required minimum threshold of the unfunded vehicles that must be delivered before the HVIP-funded vouchers in that bulk order are eligible to be redeemed, however the purchaser must submit DMV registration and a signed final invoice as proof of delivery of each of the 30+ non-HVIP-funded vehicles that comprise the bulk order to voucherprocessing@tetrattech.com within 18 months of the date the bulk order is requested. DMV Form REG397 (request for registration) may be submitted in lieu of completed registration, however completed registration must be provided within 180 days. Extensions for the 18 month timeline may be requested for consideration at CARB's sole discretion, by contacting voucherprocessing@tetrattech.com.

After a purchaser satisfies the bulk order requirement by having a PO(s) for 30 non-HVIP-funded vehicles in a calendar year, the purchaser is eligible to request up to their fleet cap amount in that year without submitting another bulk order. For example, if a purchaser satisfies the bulk purchase requirement in January with 30 non-HVIP-funded vehicles and 2 HVIP vouchers, and then purchases another 6 HVIP-funded vehicles in March, their January bulk PO(s) would fulfill the March order's bulk requirement.

Bulk purchases are not required for fuel cell vehicles; they can be purchased in any quantity up to the relevant purchaser cap. Also, 501(c)(3) nonprofit organizations are exempt from the bulk purchase requirement.

Before voucher redemption, additional verification of fleet size may be required at CARB's sole discretion, including site visits.

3. Voucher Renewal

At least once every 90 days from the date a voucher is requested, the Anticipated Delivery Date must be reviewed, and, if needed, updated to reflect the current projection for the vehicle's delivery. The dealer will be prompted by the online Voucher Processing Center system to make this required "renewal" every 90 days.

Renewal of the voucher automatically reserves the voucher funding for an additional three months. A voucher not renewed within a three-month period may be cancelled at CARB's sole discretion.

A voucher may be renewed at three-month intervals for up to a total of 540 calendar days from the time of the electronic voucher request (or the date funding was confirmed, if different), and requests for voucher extensions beyond 540 calendar days will be reviewed by the Grantee in consultation with CARB on a case-by-case basis. A decision regarding extension of the voucher reservation beyond 540 days shall be made by CARB in consultation with the Grantee, and shall be based upon factors, including but not limited to the projected vehicle DMV registration date, demand from other participants for remaining available HVIP funding, and the good faith efforts of the purchaser, dealer and manufacturer to complete the purchase and place the vehicle into service. CARB has sole discretion to cancel vouchers exceeding the 540 day limit. The Grantee must maintain written documentation regarding approval of vouchers that are extended beyond 540 calendar days for three years after voucher redemption.

4. Voucher Redemption

Only completed and accurate Voucher Redemption Forms will be accepted. See Appendix E for the Voucher Redemption Form. A voucher shall only be redeemed if the vehicle and purchaser / lessee match that on the original voucher request form and all other requirements are met. CARB, the Grantee, and HVIP are not responsible for payment of a voucher if the vehicle or purchaser do not match those described on the voucher request form. All vouchers except for transit are required to be redeemed within 18 months of date of voucher request submission. Transit vouchers must be redeemed within 36 months.

CARB, the Grantee, and HVIP are not responsible for payment of a voucher if the vehicle, transaction, and entities involved with the vouchers do not meet the requirements found in this HVIP Implementation Manual. A vehicle must be fully compliant with all provisions and descriptions of the associated Executive Order.

Once a vehicle has been registered at DMV and is ready to be placed into service, the dealer must submit the voucher and required documentation to the Grantee for redemption. All items listed below must be submitted via the online Voucher Processing Center before the voucher can be redeemed. A voucher will only be redeemed following vehicle delivery, final payment to the dealer by the purchaser (less the voucher amount), and registration of the vehicle in California. The vehicle and purchaser listed on the voucher match that in the completed purchase transaction.

1. Signed Final Invoice

- a. A copy of the final complete vehicle invoice (itemized including all taxes). The invoice for the complete vehicle must be signed and dated by the vehicle purchaser / lessee. Invoices must be issued for the purchaser only. Invoices issued to leasing entities or any entities that are not the purchaser will not be accepted for voucher redemption.
- b. The final vehicle invoice must reflect the state sales tax and show that the voucher amount has been fully discounted from the vehicle purchase price. The final vehicle invoice provided for voucher redemption must itemize all complete vehicle charges (e.g., price of the complete vehicle, vehicle base price, delivery fee, all applicable taxes, etc.) on a single invoice.
- c. The vehicle VIN must be clearly marked on the invoice and match the VIN on the voucher.
- d. Invoices for incomplete vehicles or for zero-emission powertrains/drivetrains will not be accepted for voucher redemption.

2. Financial Documentation

- a. Financial documentation identifying the method and date of final payment from the purchaser to the dealer must be provided to the Grantee prior to voucher redemption. This can be a copied check or transaction showing an electronic money transfer. If lease or financial arrangements involve a third party, they must also be identified with the title or lien-holder clearly indicated. The date and method of final payment from the purchaser to the dealer is required on the financial documentation and must include an invoice number, VIN, and/or voucher ID.
- b. Leases:
 - i. A copy of the executed lease agreement is required.
 - ii. the lease schedule must illustrate that the full value of the voucher was passed down to the lessee, for example through a capital cost reduction. The cost of the vehicle listed on the lease agreement would reflect the voucher discount; payment lease installments would be based on that reduced price.
- c. Cash Deals:
 - i. When a purchaser pays for the vehicle up-front, a receipt with the contract number, invoice number, VIN and/or voucher identification number is required.

3. Vehicle Registration with the California DMV

- a. A copy of the temporary DMV registration or DMV registration for the purchased vehicle must be provided to confirm delivery and purchase specifications. DMV Form REG397 (request for registration) may be submitted in lieu of completed registration; grantee

will contact the purchaser within 180 days after voucher redemption to obtain a copy of the completed registration. CARB may approve HVIP vouchers for vehicles that are federally registered in lieu of being registered in California (such as military vehicles) on a case-by-case basis.

- b. The DMV registration must match the vehicle listed on the CARB Executive Order.

4. Vehicle Inspection

- a. A copy or photo of the VIN tag listing the GVWR must be provided to the Grantee to confirm vehicle GVWR. The GVWR on the VIN tag must match the GVWR provided on the voucher request form.
- b. For engines, a copy of the final signed and dated repower invoice containing the VIN and engine serial number must be provided to the Grantee.
- c. Digital inspection photos of the vehicle showing that it is ready to be placed into service must be provided prior to voucher redemption. In instances where vouchers for an order of 10 or more vehicles are being redeemed at the same time, a "group photo" may be uploaded, however a list of the VINs of all pictured vehicles must accompany the photo.
- d. Refuse Only: A digital photo of the front/rear/side loader on solid waste vehicle is required in order to receive the 25% refuse modifier.
- e. A Photo of the Vehicle Emission Control Information (VECI) label for re-certified vehicles and for vehicles with a VIN Model Year that does not match the Model Year on the CARB Executive Order. Only the vehicle VECI label is required.
- f. A HVIP Vehicle Inspection Form signed by an HVIP Approved Dealer or Manufacturer must be submitted electronically prior to voucher redemption.

5. Proof of Delivery to Purchaser

- a. Delivery Bill of Lading or other delivery documentation: Must include the origin and destination address, dated driver signatures at pick up and drop off to destination, full VIN and the carrier company information. The destination address must match the address of the Domicile address on file. Submittal must include:
 - i. Carrier company and contact info
 - ii. Origin and destination address (address must match domicile location in VPC)
 - iii. Vehicle information including the VIN
 - iv. Inspection notes (optional)
 - v. Driver signature and date when the vehicle is picked up (optional if attestation letter is provided)
 - vi. Driver and destination/receiving party signature and date when the vehicle is delivered (optional if attestation letter is provided)

6. Proof of Mileage at the Time of Vehicle Delivery

- a. The vehicle must have no more than 3,500 miles at time of the vehicle inspection. Vehicles can be used for demos for customer engagement or other purposes before the vehicle is sold, as long as mileage does not exceed 3,500. Proof of vehicle mileage at the time of vehicle DMV registration must be provided by the dealer in the form of a telematics mileage report, DMV odometer disclosure statement, or photo of the

odometer upon delivery. Vouchers for vehicles with more than 3,500 miles may be redeemed on a case-by-case basis with CARB's sole approval and with sufficient evidence or explanation justifying such mileage. Not applicable for engine repowers.

7. Voucher Request, Redemption, and Vehicle Eligibility Continuity
 - a. Vehicle model year, vehicle model name, chassis, chassis model year, and configuration on redemption paperwork must be in compliance with the corresponding CARB issued Executive Order.
 - b. A signed copy of the voucher redemption form must be provided prior to voucher redemption. The Dealer and purchasing fleet must sign electronically.
 - c. The dealer must submit all voucher redemption documentation within 60 calendar days of receipt of payment. Failure to provide all the required documentation by this deadline may nullify the voucher. Payment is inclusive of the vehicle itself but does not need to include related items such as vehicle training that the dealer / manufacturer may be providing to the purchaser.
 - d. In instances when a batch of vouchers is not redeemed within 540 calendar days of the date of the voucher request (or the date on which the request was moved off a waitlist), a non-fungible redemption schedule may be imposed at CARB's sole discretion, in lieu of cancellation at the 18 month mark. If such a schedule is permitted, vouchers not redeemed in accordance with the schedule will be cancelled on the corresponding dates outlined by the schedule.
 - e. **All documents that are submitted to the Grantee or its subcontractor for processing voucher redemption must clearly indicate the voucher number or the VIN.**
8. Low NOx Repowers
 - a. For vehicles repowered with engines certified to the optional Low NOx standard of 0.01 g/bhp-hr as of the publication of this Implementation Manual, vouchers may be redeemed when the customer takes delivery of the engines and has paid the balance due (minus voucher amount).
 - b. Fleets / purchasers may only request vouchers for those engines that are anticipated to be installed within 90 calendar days of the date of voucher request.
9. Purchaser Labor Laws Compliance Attestation (AB 794)
 - a. Purchasers of a tractor, panel/step van, straight truck, refuse truck or 2b vehicle must certify compliance with state labor laws at the time of redemption and renew annually until three years after voucher redemption. Attestations by purchasers are visible approximately 2 weeks after submittal, by searching at www.cazevlaborlawcompliance.org.

When program funding is available, it is the goal of HVIP to provide payment to the dealership within 7 business days from the time the eligible voucher redemption form and all associated documentation is received by the Grantee. If the voucher payment is delayed beyond 10 business days from the time the

eligible voucher redemption form and associated documentation is received, the Grantee will notify the dealership by phone or email at the earliest possible time of such delay.

A vehicle dealer must provide CARB (or its designee) with all requested information related to voucher redemption for compliance with requirements found in this HVIP Implementation Manual within 10 calendar days of CARB's written request for such information. Any vouchers found not in compliance with HVIP requirements or for vehicles not in compliance with the corresponding CARB Executive Order will be cancelled. Dealers are also responsible for replying to all correspondence from CARB, grantee, or inquiries from prospective purchasers within 5 business days.

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.

It is the Grantee's responsibility to notify the dealer that the voucher request or redemption has been rejected in writing within 5 business days of receipt of signed Terms and Conditions forms or vehicle documentation that disqualifies the vehicle and/or voucher request or redemption. Any rejections will include the reason for a rejected voucher request or redemption.

Vouchers that have been cancelled by the Grantee may be reviewed by CARB at CARB's sole discretion. To request such a review, the dealer must reach out to voucherprocessing@tetrattech.com within 10 calendar days of the date of the cancellation. Only the dealer can request a review. Vouchers cancelled due to the manufacturer and purchaser caps are not eligible for CARB review. If the only basis for the request for review is that the dealer or purchaser disagrees with the policies set forth in HVIP Terms and Conditions and the Implementation Manual, there is no basis for a review. If a review is underway, updates may be requested monthly by contacting voucherprocessing@tetrattech.com. If vouchers that are the subject of an active CARB Case Review reach their expiration date in the Voucher Processing Center, they will not be cancelled pending the outcome of CARB's review. Note: when a review is requested by the dealer on behalf of the purchaser, new information must be submitted to support the review request, or the vouchers will remain cancelled.

The dealer will discuss infrastructure readiness with the purchaser when the voucher is requested. In instances when a vehicle is ready to be delivered and infrastructure preparedness is delayed such that the purchaser is not ready to accept the vehicle, voucher redemption may be permitted in advance of vehicle delivery at CARB's sole discretion. The dealer will be required to submit a letter to voucherprocessing@tetrattech.com signed by the purchaser attesting that the vehicle is ready to be delivered, but the purchaser is requesting that delivery of the vehicle to their business / fleet be delayed while infrastructure is finalized. The letter must include a new anticipated delivery date. The dealer will be required to update HVIP staff every 3 months as to the infrastructure completion status, and the 3-year operating requirement for the vehicle will begin when the vehicle has been delivered to the purchaser.

5. Vehicle Voucher Amounts and Categories of Funding for FY23-24

All eligible vehicles may receive an HVIP voucher for up to the funding amounts identified in the tables below. Only vehicles domiciled in one of the following areas of the map at <https://webmaps.arb.ca.gov/PriorityPopulations/> and meeting revenue requirements are eligible for the Disadvantaged Community voucher enhancement, or any vehicle purchased or leased by a California Native American tribal government (for Tribe eligibility requirements see Section D(2)(f)).

- Disadvantaged Communities = Yellow on map legend
- Disadvantaged AND Low Income Communities = Green (Yellow AND blue on map legend)
- Low Income Communities within ½ mile of a Disadvantaged Community = Crosshatched purple on map legend
- Low Income Households within ½ mile of a Disadvantaged Community = Crosshatched grey on map legend

The Class 8 Fuel Cell plus-up is for vehicles fueled exclusively with hydrogen and not capable of being recharged with electricity.

Available funds are updated regularly at www.californiahvip.org/funding, including any funds still remaining from previous funding years.

Public Transit Bus Set-Aside:

The Public Transit Bus Plus-up funding is reserved for transit buses purchased by a city or county government; a transportation district / transit district; or a public agency. Public transit includes paratransit and microtransit services operated by or on behalf of a public transit agency. When the set-aside funds are fully requested, HVIP will continue to allow standard HVIP voucher requests for all public transit bus fleets subject to funding availability. ***See more details in Appendix H, which will be published separately from this document.***

Innovative Small e-Fleets:

Adding Innovative Small e-Fleets to HVIP allows CARB to implement new and innovative mechanisms including, but not limited to flexible leases, peer to peer truck sharing, truck as a service, assistance with infrastructure, individual owner planning assistance, as well as other mechanisms. ***See more details in Appendix F, which will be published separately from this document. The requirements for this funding differ from standard HVIP. Interested parties can contact isef@californiahvip.org for additional information.***

Zero Emission School Bus and Infrastructure (ZESBI):

This set-aside funding is for California public school bus fleets purchasing zero-emission school buses. ***Details about eligible applicants, scrappage, and other project requirements are in Appendix G. The requirements for this funding differ from standard HVIP.*** HVIP will continue to allow standard HVIP voucher requests for any school buses not eligible for ZESBI and for all zero-emission school buses if set-aside funding is exhausted, subject to funding availability.

Drayage Truck Set-Aside:

In order to qualify for the Drayage Truck Early Adopter incentive, purchasers must submit a copy of their permission to enter a port or railyard to voucherprocessing@tetrattech.com within 30 calendar days of the voucher request. Acceptable documentation includes Uniform Intermodal Interchange and Facilities Access Agreement UIIA Authorization, concession agreements, or other forms of drayage operations permissions. If Drayage operations are being performed at the Port of Los Angeles or the Port of Long Beach, the permissions document must specify this. The \$150,000 voucher amount for drayage truck early adopters will continue through December 31, 2024.

Drayage trucks are defined by CARB regulation Article 4.5, Chapter 1, Division 3, title 13, section 2027, California Code of Regulations as: Any in-use on-road vehicle with a (GVWR) greater than 33,000 pounds that is used for transporting cargo, such as containerized, bulk, or break-bulk goods, that operates on or transgresses through a port or intermodal railyard property for the purpose of loading, unloading or transporting cargo, including transporting empty containers and chassis or off port or intermodal railyard property transporting cargo or empty containers or chassis that originated from or is destined to a port or intermodal railyard property.

Drayage trucks are not: Vehicles operating off of port or intermodal railyard properties that transport cargos that have originated from a port or rail yard property but have been off-loaded from the equipment (e.g., a trailer or container) that transported the cargo from the originating port or rail yard or Vehicles operating off of port or intermodal railyard properties that transport cargos that are destined for a port or rail yard but will be subsequently transferred into or onto different equipment (e.g., a trailer or container) before being delivered to a seaport or intermodal railyard.

Additional drayage truck funds: HVIP is administering funds for drayage vouchers on behalf of the Port of Los Angeles and the Port of Long Beach, generated from the Clean Truck Fund, which is a fee imposed on loaded trucks entering or leaving container terminals (<https://www.lamayor.org/mayor-garcetti-announces-start-clean-truck-fund-san-pedro-bay-ports>). Purchasers receiving these funds for drayage trucks via HVIP must commit to a minimum number of annual trips to the ports. Additional information is included in the Voucher Request Form for relevant requests. Information is at www.californiahvip.org/funding.

Zero-Emission Vehicle (ZEV) Voucher Table

Vehicle Weight Class	Base Vehicle Incentive
Class 2b	\$7,500
Class 3	\$45,000
Class 4-5	\$60,000
Class 6-7	\$85,000
Class 8	\$120,000
ZEV Voucher Modifiers (plus-ups and deductions from base)	
Class 8 Drayage Truck	+25%
Refuse Truck *	+25%
Disadvantaged Community For vehicles domiciled in a disadvantaged community that are purchased or leased by any public or private small fleet with 20 or fewer trucks or buses, and less than \$15 million in annual revenue for private fleets, or for any purchase or lease by a California Native American tribal government. There is no revenue provision for public fleets.	+15%
Class 8 Fuel Cell	+100%
Public Transit Agencies	+15%
School Buses for Public School Districts (unless part of ZESBI; see Appendix G for set-aside voucher amounts)	+65%
In-Use Converted/Remanufactured	-50%

* For the purposes of HVIP, vehicles eligible for the 25% Refuse Voucher Enhancement must:

1. Be HVIP eligible;
2. Collect garbage as a front load, rear load, side load, or other form of garbage packer truck⁹; and

⁹ <https://ww2.arb.ca.gov/resources/fact-sheets/swcv-garbage-roll-and-garbage-packer-requirements#:~:text=%E2%80%9CGarbage%20packer%E2%80%9D%20means%20a%20vehicle,and%20semi%20Automated%20side%20loaders.>

- 3. Not be a roll-off or other form of waste transfer vehicle.

Note: Drayage and refuse enhancements are available until December 31, 2024.

The Innovative Small E-Fleets program and ZESBI have differing voucher amounts and cannot be combined with other HVIP categories, unless otherwise specified; see Appendices F and G at www.californiahvip.org/im.

The Plug-in Hybrid and In-Use Converted/Remanufacturer voucher modifiers (in the above Zero-Emission Vehicle (ZEV) Voucher Table) are applied first and establish the new base voucher amounts that any other voucher adjustments or modifiers are applied to.

For a zero-emission vehicle conversion voucher, the dealer may sell a powertrain/drivetrain installed in a vehicle identified at the time of voucher request. The dealer is prohibited from requesting a voucher for a transaction involving only the powertrain/drivetrain without installation of the powertrain/drivetrain into a vehicle identified at the time of voucher request.

Eligible ePTO Voucher Amounts

Energy Storage Capacity	Base Vehicle Incentive¹
3 – 10 kWh	\$20,000
>10 - 15 kWh	\$30,000
> 15 - 25 kWh	\$40,000
> 25 kWh	\$50,000

¹ePTO funding amounts may cover up to 65 percent of the incremental cost of the ePTO vehicle, not to exceed the funding levels listed in this table.

6. Disadvantaged Communities Voucher Enhancements

In 2014, the California Environmental Protection Agency (Cal/EPA) identified disadvantaged communities (DAC) for the purposes of SB 535 using the California Communities Environmental Health Screening Tool (CalEnviroScreen 2.0). In 2017, Cal/EPA updated the list of disadvantaged communities based on the newer CalEnviroScreen 3.0 model and identified low-income communities for the purposes of implementing AB 1550. CARB will use CalEnviroScreen 4, or latest version, based list of disadvantaged communities and the new low-income communities to determine compliance with AB

1550 requirements. More information on the CalEnviroScreen model and disadvantaged communities is available on Cal/EPA's website¹⁰.

To ensure that HVIP continues to meet its goal of providing funding in disadvantaged communities, and to satisfy AB 1550 requirements, a set aside of HVIP funding might be needed. Throughout the project year, if data shows that HVIP is not meeting AB 1550 goals, funding will be earmarked for vehicles located in disadvantaged communities. As part of the reporting requirements associated with Low Carbon Transportation funding, CARB will track where these funds are spent so the portion that is spent in disadvantaged and low income communities can be calculated and reported in future annual reports to the Legislature.

Dealers are responsible for indicating DAC eligibility on the voucher request form, and the grantee will verify to ensure the DAC incentive is applied to all eligible vouchers.

Voucher enhancements will be applied for domicile addresses that fall within the following areas of the mapping tool at <https://webmaps.arb.ca.gov/PriorityPopulations/>

- Disadvantaged Communities = Yellow on map legend
- Disadvantaged AND Low Income Communities = Green (Yellow AND blue on map legend)
- Low Income Communities within ½ mile of a Disadvantaged Community = Crosshatched purple on map legend
- Low Income Households within ½ mile of a Disadvantaged Community = Crosshatched grey on map legend

The DAC incentive is 15% and is only available for vehicles domiciled in an eligible area of the mapping tool that are purchased or leased by any public or private small fleet with 20 or fewer trucks or buses, and less than \$15 million in annual revenue for private fleets -- or for any purchase or lease by a California Native American tribal government [more on tribal government application requirements in Section D(2)(f)]. The revenue provision includes all revenues from subsidiaries, subdivisions, or branches. There is no revenue provision for public fleets or nonprofits.

For Standard HVIP and all Set-Asides except for ZESBI, HVIP's fleet size definition for voucher requests placed on or after January 1, 2024 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 Implementation Manual.

Fleet size is inclusive of vehicles registered with the California Department of Motor Vehicles (DMV) as non-operational, but excluding off-road vehicles, unregistered vehicles, and those registered with the DMV as non-revivable junk or dismantled.

¹⁰ <http://www.calepa.ca.gov/EnvJustice/GHGInvest/>

Fleet size is inclusive of existing unredeemed HVIP vouchers, but DOES NOT count the current voucher request; therefore, if a voucher(s) represents the fleet's first purchase of a vehicle with a GVWR greater than 8,500 lbs, a fleet size of "0" should be entered. Before voucher redemption, additional verification of fleet size may be required at CARB's sole discretion, including site visits."

7. Maximum Allowable Voucher Amount

For privately owned vehicles, the total voucher amount including HVIP Base Vehicle Incentive plus voucher enhancements, plus all other eligible public incentives – or other discretionary public funding such as grants -- may not exceed 90 percent of the total vehicle purchase price (excluding taxes and fees). For publicly owned vehicles, including public school buses, public transit buses, and municipal vehicles, the sum of HVIP and other eligible public funding may not exceed the full vehicle cost excluding taxes and fees. Utilities that are investor-owned are not public entities.

Vouchers exceeding the above limits will be adjusted to the maximum allowable voucher amounts. HVIP funding may be applied only to the vehicle price and not pay for any taxes or fees. Taxes and fees must be paid for by the fleet or another funding source. The total vehicle cost is to be determined by CARB in consultation with the vehicle manufacturer, based upon the vehicle invoice sale price, typical industry standard costs for that vehicle technology and type, and other factors.

Inclusion of non-vehicle-related costs, such as taxes, fees, and markups, to inflate the vehicle purchase price is prohibited. Dealers that submit false information to the Grantee or inflate the price of a funded vehicle may face cancellation of vouchers, be required to return the full voucher amount to the Grantee or CARB, and may be excluded from future participation in HVIP. In addition, CARB may seek other remedies available at law.

8. Combining with Other Funding Sources

HVIP vouchers may be combined or "stacked" with other eligible public incentives (and other types of discretionary funding), with the provision that HVIP will only fund the remaining cost up to the maximum voucher amount after the other incentives have been applied at their maximum allowable amounts.

Specifically, for privately owned vehicles, the total voucher amount including HVIP Base Vehicle Incentive plus voucher enhancements, plus all other eligible public incentives – or other discretionary public funding such as grants -- may not exceed 90 percent of the total vehicle purchase price (excluding taxes and fees). For publicly owned vehicles, including public school buses, public transit buses, and

municipal vehicles, the sum of HVIP and other eligible public funding may not exceed the full vehicle cost excluding taxes and fees.

HVIP's intent is to substantially offset the cost of new technology, without exceeding the amount of public funding needed to influence a purchase decision. To stack eligible public incentives, the dealer and purchaser must ensure that all of HVIP's and respective public incentive program's requirements and policies regarding the stacking of public funds are met. Various incentives may be combined with HVIP vouchers, so long as each incentive program is not paying for the same incremental costs or the total sum of incentives does not exceed the total cost of the vehicle:

Local incentives that may be combined with HVIP include programs administered by local air districts or local municipalities that are locally funded. AB 923 funds administered by local air districts may also be combined with HVIP for school buses only. Examples of programs funded by local air districts and not the State that CAN be stacked with HVIP include, but are not limited to, the following:

- Sacramento Metropolitan AQMD's Sacramento Emergency Clean Air & Transportation (SECAT) Grant Program
- South Coast AQMD's Mobile Source Air Pollution Reduction Review Committee (MSRC) grants
- Bay Area AQMD's Mobile Source Incentive Fund and Transportation Fund for Clean Air
- San Joaquin Valley Air Pollution Control District's Heavy-Duty Truck Replacement Program
- San Diego County Air Pollution Control District Zero Emission Truck Pilot Project

Federal incentives may be combined with HVIP vouchers, including funding provided by the Federal Transit Administration (FTA), the Department of Energy (DOE), U.S. Environmental Protection Agency (EPA), and other federal agencies.

Small fleet stacking:

Small fleets of 20 or fewer vehicles can stack with state incentive programs, so long as the other program allows stacking, each incentive program is not paying for the same incremental cost, and the non-HVIP incentive program is not required to generate greenhouse gas emission reductions. Programs that can now be stacked with HVIP for small fleets ONLY include but are not limited to:

- CARB Truck Loan Assistance Program
- Goods Movement Emission Reduction Program (Prop 1B Program)
- The Carl Moyer Memorial Air Quality Standards Attainment Program (Moyer): The Moyer Program may be stacked for small fleets scrapping and replacing their heavy-duty trucks through the On-Road Heavy-Duty Voucher Incentive Program AND through Moyer Chapter 4: On-Road Heavy-Duty Vehicles for transit, but not for other vehicle types. The Moyer award must be confirmed before applying for HVIP, because HVIP requires a binding P.O. in order to submit a voucher request, while Moyer does not permit a P.O. to be placed until AFTER the Moyer award is issued.

For fleets with more than 20 vehicles, stacking HVIP with State-funded incentives is prohibited, with the exception of public transit buses and the Clean Mobility Options program as described below.

Transit stacking:

Transit buses operated by or on behalf of a city or county government; a transportation district / transit district; or a public agency, including paratransit and microtransit services, may stack State-funded incentives with HVIP regardless of fleet size, with the provision that HVIP will only fund the remaining cost up to the maximum voucher amount after the other incentives have been applied at their maximum allowable amounts. Examples of State programs that can stack for transit:

- Transit and Intercity Rail Capital Program (TIRCP)
- Low Carbon Transit Operations Program (LCTOP)

Other stacking:

The Volkswagen Environmental Mitigation Trust (VW) may be stacked with HVIP for fleets of any size for eligible vehicles in VW's Zero-Emission Transit, School, and Shuttle Bus and Zero-Emission Class 8 Freight and Drayage Trucks categories. VW has a scrap requirement, requiring applicants to scrap a 2012 or older model year engine.

- For school/shuttle bus VW funds, administered by SJVAPCD, the VW award must be confirmed before applying for HVIP, because HVIP requires a binding P.O. in order to submit a voucher request, while VW does not permit a P.O. to be placed until AFTER the VW award is issued.
- Zero-Emission Class 8 VW funds are administered by SCAQMD. This category includes trucks with a GVWR greater than 33,000 lbs:
 - Freight Trucks
 - Drayage Trucks
 - Waste Haulers (refuse vehicles)

HVIP may fund or co-fund vehicles that are part of CARB's Clean Mobility Options (CMO) program, at CARB's sole discretion. Please contact info@californiahvip.org for more information. HVIP's contribution will not exceed the total of the voucher amount for each eligible vehicle.

Additional programs may be stacked with HVIP with CARB's approval, by contacting voucherprocessing@tetrattech.com. It is the responsibility of the Purchaser and Dealer to ensure the other programs can be stacked with HVIP. Vouchers where HVIP is stacked with incompatible programs will be cancelled. The Grantee and CARB reserve the right to require the return of voucher funds that were obtained in violation of program rules.

Prohibited from stacking:

State-funded incentive programs that MAY NOT be combined with HVIP for any vehicle types include:

- Low Carbon Transportation Investments, except for CMO as indicated above

For stacking requirements for ISEF and ZESBI, see Appendices F and G, respectively.

9. Example Calculations

This section provides example calculations of the maximum allowable HVIP voucher amount, based upon assumptions regarding other potential funding sources. These examples are for illustrative purposes only. The actual maximum voucher amount will depend upon each specific circumstance.

EXAMPLE 1: A local air district grant provides \$100,000 to a private fleet to replace an old truck with a new \$140,000 diesel truck of 35,000 lbs GVWR. HVIP augments this grant by providing a \$150,000 voucher for the purchaser to upgrade to a \$300,000 zero-emission truck. The zero-emission truck incremental cost is \$160,000. HVIP voucher amount combined with the air district funding cannot exceed 90 percent of the zero-emission vehicle purchase cost (excluding taxes and fees). HVIP funding may not pay for any taxes or fees. Taxes and fees must be paid for by another funding source.

In this case, \$150,000 HVIP voucher < \$160,000 vehicle incremental cost

\$100,000 district grant + \$150,000 HVIP voucher = \$250,000

\$300,000 * 90 percent = \$270,000

\$250,000 total public funds < 270,000

The transaction can proceed without discounting HVIP voucher.

EXAMPLE 2: Transit agencies receive an 80 percent grant from the FTA for most new vehicle purchases, including new zero-emission vehicle purchases. For example, suppose a public transit agency receives a \$640,000 FTA grant towards the purchase of a new \$800,000 battery-electric zero-emission transit bus of 45,000 lbs. GVWR. The transit agency also receives \$20,000 in Congestion Mitigation and Air Quality (CMAQ) funding for the bus. In this example, the transit fleet is also receiving \$100,000 from CalSTA's Transit and Intercity Rail Capital Program (TIRCP). Since it is a zero-emission public transit bus, the sum of HVIP voucher and all other public incentives may not exceed the full vehicle cost and funding from other state incentive programs may be combined. Therefore, the maximum allowable HVIP voucher could not exceed \$40,000 as HVIP vouchers may be applied after all other funding sources have been accounted for.

\$640,000 FTA Grant + \$20,000 CMAQ Funding + \$100,000 TIRCP Funding

= \$760,000 Other Public Incentive Funds

HVIP voucher cannot exceed \$40,000

The maximum allowable voucher amount may not exceed \$40,000 since the sum of all public incentives cannot exceed the full vehicle cost. The HVIP voucher will be discounted to \$40,000.

EXAMPLE 3: A private fleet with 150 existing trucks would like to purchase one Class 8 battery-electric truck (\$120,000) that will be used for drayage operations. The voucher base adjustments will be applied first and will compound with other modifiers; therefore the -20 percent voucher base adjustment gets applied to the \$120,000 voucher amount totaling \$96,000. Adding the sum of its modifier (\$96,000 *25 percent = \$24,000), the full incentive amount for the private fleet is \$120,000.

Funding Shortfall Provisions

Randomization:

If standard HVIP is closed to new voucher requests due to oversubscription of funds, a randomization process may be used, at CARB's sole discretion, to manage demand when HVIP reopens.

Specifically, for the first 24 hours when the online Voucher Processing Center is open to new voucher requests (until 9:59 a.m. Pacific on the day after opening day), the submitted requests will not be assigned a status of funded OR unfunded. If the cumulative dollar value of all requests received during the first 24 hours is **lower** than the amount of available funds, funds will be assigned in the order the requests were received, based on the timestamp. If a batch is requested, funding will be assigned for all requests in the batch (as long as funds are available).

Duplicate voucher requests will be removed before funds are assigned. Duplicates are defined as two voucher requests, or two separate batches of voucher requests, for the same purchaser, vehicle, and vehicle domicile location. If two or more duplicate batches of different quantities are submitted, the smaller will be deleted.

After funding has been set aside, the initial review of the voucher will commence as specified in this Implementation Manual. After the first 24 hours that HVIP is open, the amount of funding requested to date will be posted on the HVIP website and any additional voucher requests submitted thereafter will be assigned funds in the order they are received based on timestamp.

If the dollar value of all requests received during the first 24 hours is **greater** than the amount of available funds, funding will be assigned using a randomization process.

Specifically, requests will be assigned their place in the queue for funding using a random-number generator, with the caveat that requests for vehicles domiciled in a DAC will be assigned funded status

before the remaining voucher requests, as will any requests for vehicles purchased / leased by a California Native American Tribal Government. Purchasers do not need to meet all qualifications for the DAC plus-up as defined in this Implementation Manual in order to be allocated prioritization, as long as the vehicle is domiciled within a DAC or purchased / leased by a tribal entity. The OEM rolling voucher soft cap will not be enforced before randomization.

Having funds reserved for a voucher does not imply that the voucher will be paid, as payment is contingent on meeting all requirements of the Implementation Manual and redemption processes.

If requests for DACs / tribal entities made in the first 24 hours do not exceed available funds, voucher requests for DACs / tribal entities will be assigned funding in the order they were received based on timestamp, and all remaining requests that had been received during the initial 24 hours will be randomized as described below as needed based on demand. If requests for DACs / tribal entities made in the first 24 hours exceed available funds, these requests will be randomized first and all other requests will be randomized separately and remain on a contingency list as described below.

The process of applying the randomization will be conducted by the Grantee and witnessed by CARB staff. The process will be video recorded and the recording will be available upon request by contacting voucherprocessing@tetrattech.com. Any batch of requests-- which includes more than one vehicle request with the same purchaser, vehicle, and domicile submitted together or individually-- will be assigned one "group" number for randomization, not multiple numbers for each vehicle in the batch, and all vouchers in the batch will receive funding according to that position in the queue.

Any requests not allocated funding via the randomization process will then remain on a contingency list for 90 calendar days after the date that funding status is announced. They will be assigned funds -- in the order of their randomly-assigned number designating their place in the queue for funding -- if any requests are cancelled during the initial review period. At the end of 90 calendar days the remaining unfunded contingency list will be cancelled.

Note: If randomization is needed due to demand, funds for standard HVIP, transit set-aside funds, and drayage set-aside funds, as referenced in this Implementation Manual, will be assigned within their own cohort. ISEF and ZESBI funds will not be randomized in this process. See Appendices F-G for details on these set-asides.

Waitlist: When available voucher funding is fully subscribed, CARB has sole discretion to permit a waitlist, and only if adequate funding will be available in the following budget cycle to cover a waitlist. Waitlisted voucher requests will be submitted to the Grantee following existing voucher processing procedures.

When funding is available, waitlisted voucher requests will be reviewed in the order they were received by the Voucher Processing Center. If CARB provides case-by-case approval for any dealers / manufacturer to deliver a waitlisted vehicle during the waitlist period, any such voucher requests will be reviewed first when funding is available.

Requests are subject to the Implementation Manual and the Terms and Conditions that are in place at the time they reach “Funding Reserved” in Voucher Request Stages, not the version in place at the time the waitlist request is initially made (if different).

If a waitlist request is made in a different calendar year than the calendar year in which it is converted to funded status, the fleet cap applies to the year in which it is converted to funded status. For example, if a fleet places a waitlisted request for 20 delivery vans in 2023 and the request moves off the waitlist and is funded in 2024, the fleet has 20 vehicles toward its 30-voucher cap for 2024.

All waitlisted voucher requests for vehicles that will be leased require a lessee to be named on the request. All waitlisted voucher requests must include a vehicle model year that is included in the HVIP Eligible Vehicle Catalog.

If a waitlist is only kept for a pre-specified amount of time in order to fill in for cancellations, it is referred to as a contingency list, and its use will be specified in advance (i.e., the 90-day contingency list in the Randomization section above).

Manufacturer Transfer: In instances when HVIP is oversubscribed and a purchaser is initiating a voucher cancellation due to manufacturer’s production capacity, meaning the vehicle cannot be produced in the 540-day voucher timeline, transferring the vouchers to another manufacturer may be permitted at CARB’s sole discretion. In instances when HVIP is not oversubscribed, a purchaser requesting a manufacturer transfer should reach out to voucherprocessing@tetrattech.com requesting cancellation of the original voucher(s), and the new dealer can then request a new voucher(s).

D. DUTIES AND REQUIREMENTS

1. Vehicle Dealers

a. ELIGIBLE PARTICIPANTS

Truck and bus dealers play a central role in HVIP’s success. The Grantee will work with CARB to develop/maintain a list of dealers eligible to participate in HVIP, and to receive a written commitment from these dealers to comply with all applicable project requirements. The eligible dealer list will be

used to streamline project access while ensuring project transparency and accountability. The following entities may be considered eligible vehicle dealer entities for the purposes of HVIP:

- i. A truck or bus dealership that has had a valid business license for the past two years, has an official new vehicle dealer license and has a written agreement with a medium- or heavy-duty vehicle manufacturer.
- ii. A truck, van or bus vehicle manufacturer that manufactures HVIP eligible vehicles and sells those vehicles directly to fleets.
- iii. A truck, bus or equipment manufacturer that has a written agreement with another medium- or heavy-duty vehicle manufacturer that has had a valid business license for the past two years and an official dealer license.
- iv. A manufacturer that manufactures engines certified to the optional Low NOx standard of 0.01 g/bhp-hr, or dealer in possession of an official dealer license and selling such engines. A truck, van or bus manufacturer or dealer that converts an existing vehicle and has had a valid business license for the past two years and either has an official dealer license OR automotive repair dealer license.

The HVIP Approved Dealer is defined as the vendor of the completed vehicle or vendor that sells and installs engines in existing vehicles, and not the vendor of the vehicle chassis. **An HVIP Approved Dealer must be the individual responsible for the final invoice to the purchasing fleet (itemized and including taxes) AND delivery of the completed vehicle to the purchaser.**

Approved dealers must provide an authorization letter verifying that they are authorized to sell a manufacturer's technologies. A copy of email correspondence with the manufacturer stating that a specific dealership is authorized to sell specific vehicles from the HVIP vehicle catalog is sufficient. Manufacturers who are also acting as dealers are exempt from the requirement to submit this letter. For the purposes of HVIP, an HVIP Approved Dealer may be considered a dealership or OEM salesperson, grant manager, financial controller, or similar role. Those individuals are responsible for requesting and redeeming vouchers for a vehicle they are approved to sell according to the HVIP Eligible Vehicle Catalog (californiaHVIP.org).

An entire dealership (or manufacturing organization) is not entitled to request HVIP vouchers when it employs an HVIP-approved dealer. Rather, an individual at the dealership is responsible for becoming an approved HVIP dealer if they wish to request their own vouchers. Each separate office location of a dealership or manufacturing organization is limited to 3 individual VPC accounts. Sharing VPC accounts with unauthorized users and a VPC account used by multiple individuals are prohibited. Manufacturers or other affiliated parties who are not authorized dealers do not have access to the VPC and can request voucher status information directly from the dealer who submitted the voucher request.

Once a voucher request is submitted, the dealer, vehicle, and fleet information cannot change. Therefore, vouchers and/or voucher requests cannot be transferred from one HVIP approved dealer's VPC account to another. In the event where an approved dealer no longer works for the dealership / is no longer in the role for any reason and there are additional approved dealer(s) who has been an HVIP approved dealer(s) for less than one year, a 1-2-page Voucher Transition Plan summarizing voucher nuances, causes for delivery delays, case-by-case exceptions, etc. is required from the owner of the vouchers prior to their departure whenever possible. If the dealership employees an HVIP approved dealer(s) who has participated in HVIP continuously for over one year, a Voucher Transition Plan may be exempt. If a voucher transfer from one approved dealer to another is necessitated, requests should be made no more than once per quarter, by contacting dealertraining@californiahvip.org.

A dealership, manufacturer, or leasing entity is not a purchaser. A purchaser with active vouchers may not become an HVIP approved dealer. Dealerships, leasing entities, vehicle rental providers, manufacturers, and any entities under common ownership or control with such establishments are prohibited from requesting a voucher as a purchaser. Entities, including entities under common ownership or control, that have been identified as a dealership, leasing entity, or manufacturer in past HVIP transactions are prohibited from requesting new vouchers as a purchaser.

If a dealership or manufacturer entity has at least one active HVIP dealer, requests to add more are limited to once per quarter (Jan-March, April-June, July-Sept, Oct-Dec). Exceptions can be granted by contacting dealertraining@californiahvip.org

Upon CARB case-by-case approval, a vehicle manufacturer or dealer may request demonstration vehicles in accordance with the requirements of Appendix "I" of this Implementation Manual.

b. HVIP APPROVED DEALER RESPONSIBILITIES

The Grantee will work with vehicle manufacturers to maintain a list of dealers authorized to receive HVIP vouchers. Dealer responsibilities include:

- i. Familiarity with all HVIP requirements.
- ii. Participation in dealer training and registration.
- iii. Providing accurate information to the vehicle purchasing fleet, the Grantee, and CARB and replying to all inquiries – including those from prospective purchasers -- within 5 business days.
- iv. Completing voucher request and voucher redemption forms, with the assistance of the vehicle purchasing fleet, and in supplying the necessary vehicle purchase documentation.
- v. Ensuring access to the correct vehicles in the VPC by checking the HVIP Eligible Vehicle Catalog (CaliforniaHVIP.org) and notifying the Grantee if it appears inaccurate.
- vi. Issuing the final vehicle invoice to the purchaser and delivering the completed vehicle to the designated domicile location.
 - a. Invoices must show the HVIP voucher amount being provided to the purchaser to discount the purchase or lease of the vehicle.

- vii. Holding a current and valid dealer license that permits selling new vehicles to eligible HVIP purchasers within California. Note: If a dealer is located outside of California, tax reflected on the invoice should still be based on the vehicle's California domicile location.
- viii. Providing accurate and complete documentation of the vehicle purchase to the Grantee.
- ix. Providing reasonable assistance to CARB or its designee to obtain updated purchaser/fleet information, inspect vehicles, and review HVIP related records during the first three years after vehicle receipt and final payment by the purchasing fleet, whichever is later.
- x. Adhering to all rules and requirements of the California Department of Motor Vehicles (DMV) at the point of applying to become an HVIP Approved Dealer and while maintaining status as an approved dealer.
- xi. Frequently checking the HVIP webpage at CaliforniaHVIP.org for updates and announcements.

HVIP is intended to lower the vehicle price for purchasers by the full voucher amount. Vehicle dealers must deduct the full voucher amount from the vehicle purchase price to be eligible for a voucher. Sales tax for the vehicle purchase shall be based upon the pre-voucher cost of the vehicle. The invoices provided by the dealer as proof of purchase for voucher redemption must itemize all vehicle charges (e.g., price of the vehicle, delivery fee, all applicable taxes, etc.) and must show the deduction of the voucher amount from the purchase price for the purchaser. Voucher requests and redemptions in which the voucher amount is deducted from the purchase price for entities other than the purchaser, such as the leasing company, are prohibited and the vouchers will be cancelled. Private fleets accessing loan financing toward the HVIP-funded vehicle must provide proof of a down payment that is at least as much as the voucher amount. Dealers and purchasing fleet are required to disclose other sources of public funding. Voucher requests cannot list the dealer or the leasing entity as the purchaser or lessee.

Upon CARB case-by-case approval and only when necessary to support the goals of HVIP, vouchers may be reimbursed directly to the purchasing fleet. The fleet will be required to provide CARB additional information including, but not limited to, a signed letter in which they state this request and confirm their understanding that this is a departure from standard HVIP procedure, and a copy of a paid invoice showing the voucher amount was paid to the dealer.

The voucher request form and voucher redemption form both are legally binding and enforceable agreements to meet the requirements of the project. The dealer is responsible for ensuring the accuracy of the vehicle and dealership information on all voucher request and redemption forms submitted to the Grantee. Submission of false information on any of these forms may result in cancellation of the voucher, recapture of funds, and removal from the dealer list. In addition, CARB may seek other remedies available at law.

Participating dealers must keep written records of sales transactions for vehicles funded with an HVIP voucher – including but not limited to the vehicle invoice and proof of purchase -- for three years after the vehicle receipt and final payment by the fleet, whichever is later. A vehicle dealer must provide CARB (or its designee) with all requested information related to compliance with HVIP requirements or

any vehicle(s) purchased with a HVIP voucher within 10 calendar days of CARB's written request for such information. Requested information may include but is not limited to purchase orders or agreements and vehicle payment information and related bank records.

A dealer with no voucher activity for more than 365 days may be deactivated from the VPC. Reactivation may require additional dealer training. All dealers associated with unredeemed vouchers (voucher owner) are required to keep their VPC account active, including any required training. This also applies where account sharing is enabled.

Dealers that submit false information to the Grantee or inflate the price of a funded vehicle may face cancellation of vouchers, be required to return the full voucher amount to the Grantee or CARB, and may be excluded from future participation in HVIP. In addition, CARB may seek other remedies available at law.

Dealer or manufacturer violations of any parameter of the IM may result in CARB barring or limiting the number of new voucher requests that can be placed by that dealer or manufacturer, and by any other dealers from an affiliated dealership.

2. Vehicle Purchaser

a. PURCHASER RESPONSIBILITIES

The purchaser is responsible for participating in the preparation of voucher request and redemption forms with the dealer and for paying the non-voucher portion of the vehicle cost. To receive an HVIP voucher:

The purchaser must be a business, nonprofit, or government entity which is based in California or has a California-based affiliate. Vehicles for personal use are not eligible for HVIP funding.

- i. If a private entity, the purchaser must show proof of business operations in the State of California for a minimum of one year prior to voucher request. This must include the following:
 1. A valid registration with the Secretary of State of the business entity (CARB or its designee may utilize the California Secretary of State Business Search portal <https://businesssearch.sos.ca.gov/> to determine validity of business entity registration) or a valid business license issued by the municipality the purchaser operates within and
 2. Newly effective November 1, 2024, provide a cover page of previous filing of State of California or IRS Tax Return or an IRS transcript showing proof of filing, within 30 days of the voucher request
- ii. Nonprofits must provide an IRS Determination Letter or Form 990 within 30 days of the voucher request.

- iii. A tax identification number (TIN) must be provided from the purchaser at the point of voucher request. If the purchaser is a Sole Proprietorship, provide Social Security number in lieu of TIN. Note: Tax information as provided to substantiate revenue will also be used to substantiate California business location.
- iv. Businesses that are not registered with the California Secretary of State or unable to provide a TIN or SSN are not eligible for HVIP.
- v. Businesses not listed on the Secretary of State portal that believe they are valid HVIP-eligible purchasers as defined by this manual may submit a letter describing why they are not listed to voucherprocessing@tetrattech.com at the time of the voucher request for consideration by CARB, and a copy of a tax filing may be required.

A purchaser for the purposes of HVIP is the fleet or individual owner / operator who will operate the vehicle for a minimum of three years after voucher redemption, whether through lease or direct purchase. A purchaser is not a manufacturer, dealership, leasing company, or any entity that enters into any agreement with another party to operate the vehicle. Dealerships, leasing entities, vehicle rental providers, manufacturers, and any entities under common ownership or control with such establishments are prohibited from requesting a voucher as a purchaser. Entities, including entities under common ownership or control that have been identified as a dealership, leasing entity, or manufacturer in HVIP transactions beginning January 1, 2022 are prohibited from requesting new vouchers as a purchaser.

Fleets based in Mexico are eligible to participate in HVIP so long as they register with the California Secretary of State and have California DMV registration, and can adhere to the provisions of the IM. They can accrue up to 50% of mileage outside of California, non-inclusive of idle time. Requests for other accommodations can be submitted at the time of the voucher request to voucherprocessing@tetrattech.com.

A residential address may NOT be used as a vehicle domicile location unless specifically approved by CARB. Purchasers intending to use a residential address as a vehicle domicile location must provide a letter of explanation as to the commercial use of the residential property to voucherprocessing@tetrattech.com at the time of voucher request, or the voucher will be cancelled. The letter must explain the infrastructure and parking parameters that support the vehicles identified in the voucher request at the residential location that make it suitable for commercial use, the number of commercial vehicles domiciled on the site, and the date that commercial vehicle activity started at the site. The letter also must include a copy of the purchaser's charging policy and strategy showing plug-in access for all HVIP-funded vehicles domiciled at the site.

The purchaser must be able to demonstrate reasonable access to necessary charging/fueling equipment at the domicile location located in California and parking capability to support all the vehicles identified in the voucher request. CARB has sole discretion to cancel the voucher(s) if CARB determines the

purchaser is unable to demonstrate ability to support all HVIP-funded vehicles prior to voucher redemption.

If the voucher is for a leased domiciled address, a rental / lease agreement of a minimum length of three years must be provided for any voucher requests utilizing a domicile address that is not owned by the fleet. The purchaser must ensure the domicile address remains in California and the location cannot be changed without CARB approval for 3 years after voucher redemption. For fleets size 20 and smaller, an agreement of less than three years may be considered, subject to CARB evaluation and written approval. An updated agreement(s) for the remaining years of the HVIP term length will need to be provided subsequently. Requests to use rental/lease agreements less than three years can be submitted to voucherprocessing@tetrattech.com for CARB's review and approval.

Purchasers must be in compliance with the California Truck and Bus Regulation (TRUCRS). Fleets are encouraged to have their TRUCRS Compliance Certificate renewed at the start of each calendar year to facilitate timely compliance checks. Out-of-compliance fleets and businesses are not eligible for HVIP incentives and vouchers for fleets found to be out of compliance with any regulation cannot be redeemed or funds may be recaptured. If a purchaser is not in compliance with TRUCR 365 days after a voucher is requested, the voucher will be cancelled. Lessees are not permitted to use the lessor's TRUCR ID; they must have their own TRUCR ID, unless their lease agreement states that the lessor is responsible for maintenance and compliance. Purchaser is also responsible to have certified their compliance with California state labor laws (AB 794) annually for three years after voucher redemption.

Purchasers must maintain insurance as required by law. If the purchased vehicle is destroyed or otherwise permanently inoperable due to a crash or for any other reason, the vehicle purchaser must notify the Grantee and may be responsible to return voucher funds at CARB's sole discretion. The notification must provide proof that the specific funded vehicle has become inoperable, including photographs of the inoperable vehicle with license plates or other identifying markings, as well as any applicable insurance or police documentation. CARB may not claw back funding from a purchaser if the vehicle becomes non-operational due to damage that was not intentionally, negligently, or fraudulently caused by the purchaser.

The purchaser must commit to operate the vehicle in California for at least three years after the voucher redemption date. Vehicles registered in a California county that borders another state or Mexico and emergency response vehicles may accrue up to 25 percent of their mileage each year for the three-year reporting period outside of California, without prior approval. Class 8 trucks, including port drayage trucks, may accrue up to 50 percent of their mileage each year outside of California without prior approval, as long as goods are being transported to or from California. Vehicles that are registered via the California DMV's International Registration Plan may also accrue up to 50 percent of their mileage each year outside of California without prior approval. All other vehicles must operate 100 percent within California for at least three years. Mileage is verified via telematics reporting by the manufacturer. Fleets based in Mexico can accrue up to 50% of mileage outside of California, non-

inclusive of idle time. Additional flexibilities can be requested from CARB by contacting voucherprocessing@tetrattech.com

Purchasers must not make or allow any modifications to the vehicle's emissions control systems, hardware, software calibrations, or hybrid system (Vehicle Code Section 27156).

Purchasers must submit annual surveys for three years following voucher redemption. Surveys will be provided by CARB or Grantee for completion by the vehicle purchaser. Fleets and businesses that systematically fail to submit accurate and timely surveys/questionnaires may be prohibited from future HVIP and other incentive participation.

Purchasers must agree to Telematics requirements specified in Section B(1)(I), except vehicles equipped with engines certified to the optional Low NOx standard of 0.01 g/bhp-hr.

Purchasers must allow CARB, the Grantee, or their designee to verify the vehicle registration with the DMV. The DMV registration must match the vehicle listed on the CARB Executive Order.

Purchasers must be available for follow-up inspection if requested by the Grantee, CARB, or CARB's designee.

Military vehicles are not subject to some conditions (see Terms and Conditions Appendix).

Purchasers and dealers must disclose all sources of public funding, including, but not limited to, federal, local, and state incentive programs used in combination with HVIP funds. Purchasers and dealers who fail to disclose all sources of public funding may face voucher cancellation and be required to return voucher funds where stacking funding is prohibited.

The purchaser is responsible for ensuring the accuracy of the vehicle, engine and purchaser information on the voucher request and redemption forms. Submission of false information on any of these forms may be considered a criminal offense and is punishable under penalty of perjury under the laws of the State of California.

If a voucher request of more than 5 vehicles is submitted, and the voucher request represents the fleet's first vehicles domiciled in California, the fleet must submit a letter to voucherprocessing@tetrattech.com within 30 calendar days of the voucher request, explaining the operations that are anticipated for these vehicles for the first year after vehicle delivery.

Purchasers must keep written records of the vehicle purchase for vehicles funded with an HVIP voucher – including the vehicle invoice, proof of purchase, and DMV records – for three years after the vehicle purchase transaction. A vehicle purchaser must provide CARB (or its designee) with all requested information related to any vehicle purchased with an HVIP voucher within 10 calendar days of CARB's written request for such information. Requested information may include but is not limited to purchase orders or agreements, vehicle payment information and related bank records, and purchaser fleet information. Vehicle or engine purchasers that submit false information to the Grantee or CARB may be required to return the full voucher amount to the Grantee or CARB and may be excluded from future

participation in HVIP. In addition, CARB may pursue other remedies available under the law.

b. RESALE OF VEHICLES

Purchasers participating in HVIP are expected to keep the vehicle and meet all applicable project requirements for a minimum three-year period after the date of voucher redemption. However, resale of a vehicle may be allowed within this three-year period if necessitated by unforeseen or unavoidable circumstances. Resale of an HVIP funded vehicle must receive CARB written approval **prior to resale**; the name, phone number, and email address of the prospective new purchasing organization must be provided to voucherprocessing@tetrattech.com before the sale. At that time, a copy of the current Purchaser Terms and Conditions Form will be provided to the prospective new vehicle purchaser to review before the sale. If written approval to resell the vehicle is provided by CARB, the original vehicle purchaser must provide documentation of the transaction to voucherprocessing@tetrattech.com as proof that the original voucher amount was passed on to the new purchaser. A vehicle purchased with an HVIP voucher may not be resold more than once within three years of the voucher redemption date. Any resale request is required to comply with the IM in effect at the time of the resale request.

For vehicles resold within three years of the voucher redemption date (and after CARB provides written approval), the original vehicle purchaser must provide the new purchaser of applicable voucher project requirements. The new vehicle purchaser must meet all HVIP eligibility requirements and agree in writing to meet all applicable program requirements found in the IM in effect at the time of the resale request. The new vehicle purchaser is prohibited from entering into an agreement with another party to operate the vehicle including, but not limited to, vehicle rentals, vehicle subscription services, vehicle sharing platforms, and fleet-as-a-service models.

If the vehicle is moved out of the State, resold to an entity that enters into an agreement with another party to operate the vehicle, resold to a purchaser that is ineligible, or resold and the new vehicle purchaser does not agree in writing to meet all applicable HVIP requirements in place at the time of resale, the original vehicle purchaser must refund a prorated portion of their voucher to the Grantee within 30 calendar days, in an amount equivalent to the original voucher amount divided by 36 months and then multiplied by the number of months remaining in the original 36 month period (rounded to the nearest month): $(\text{Original Voucher Amount} \div 36 \text{ Months}) \times (36 - \text{months since vehicle or engine purchase or lease date})$.

The original vehicle purchaser must notify the Grantee at voucherprocessing@tetrattech.com and obtain CARB's approval in writing of its intent to sell the vehicle prior to the vehicle resale. Specifically, a prospective purchaser cannot be obtained prior to CARB approval. Within 7 calendar days after the vehicle resale, the original vehicle purchaser must notify the Grantee that the vehicle has been resold and provide the resale price. Within 30 calendar days after the vehicle resale, the entity buying the vehicle from the original vehicle purchaser must also provide the Grantee with: a copy of the signed Terms and Conditions, a copy of the new DMV title documenting of the vehicle resale and terms and

conditions signed by the new purchaser, and a written commitment to complete and return the annual usage survey/questionnaire as required by the original voucher. CARB reserves the right to pursue all remedies available under the law for noncompliance with these requirements.

c. VEHICLE LEASING

For the purposes of HVIP, any fleet / end-use operator that enters into a lease agreement of three or more years shall be considered the vehicle purchaser. The lease must be specified on the voucher request form and the lease agreement must be uploaded to the Voucher Processing Center before voucher redemption. The vehicle domicile address shall be listed as the lessee fleet address. **Leases shorter than three years are not permitted. Vehicle rentals are not permitted. A purchaser is prohibited from entering into an agreement with another party to operate the vehicle including, but not limited to, vehicle rentals, vehicle subscription services, vehicle sharing platforms, and fleet-as-a-service models. Dealers, manufacturers and any entities under common ownership or control of such entities are prohibited from being the lessor entity on HVIP voucher requests without advance approval from CARB. Dealers and manufacturers requesting approval to be a lessor must contact voucherprocessing@tetrattech.com prior to each voucher request.** The request must include a summary of the lessor's plan for if the lessee defaults on the loan before 3 years have passed after voucher redemption, specifically either paying back the prorated voucher amount or seeking a new lessee. If the leasing entity is unable to find a new lessee within 90 calendar days, the lessor is responsible for repaying the prorated voucher amount.

Purchasers cannot be lessors. Lessors cannot be purchasers. Any entity that has ever been a purchaser / lessee in HVIP can't be a lessor and any entity that has ever been a lessor in HVIP can't be a purchaser / lessee.

The lessor entity must disclose the voucher amount and voucher terms to the vehicle lessee on the lease agreement. The lease agreement must include all commitments needed from the lessee to ensure that 1) the vehicle operates 100 percent in California as required by the voucher redemption form and 2) all required annual Purchaser Surveys will be submitted.

The cost of the vehicle listed on the lease must match the cost of the vehicle reflected on the final invoice from the dealer to the purchaser, and must specify the rate in the absence of the HVIP voucher, ensuring that the full value of the voucher has been passed on to the lessee and not to intermediary parties. CARB or its Grantee will review lease agreements to confirm appropriate disclosures are made regarding HVIP voucher amount received and vehicle activity and reporting requirements. The lessor entity must provide CARB (or its Grantee) all requested information related to any vehicle leased with an HVIP voucher within 10 calendar days of CARB's written request for such information. An HVIP voucher can be requested at the time of vehicle purchase only, and is not provided at the time a vehicle is leased. If a lease is broken or terminated, the vehicle lessor must notify voucherprocessing@tetrattech.com within 30 calendar days.

If a lessee defaults on the lease agreement, the lessor must work with the dealer to obtain CARB approval, via voucherprocessing@tetrattech.com, to sell or lease the vehicle if within 3 years of voucher redemption, and the vehicle must remain domiciled in California for 3 years after voucher redemption. If the dealer and the lessor is unable to resell the vehicle, the lessor will be responsible for repaying the prorated voucher amount.

In the instance of a Waitlist, any waitlisted voucher requests for vehicles that will be leased require a lessee to be named on the request.

d. BATTERY LEASING

Arrangements in which a vehicle, with the exception of the battery, is purchased and the battery is leased to the vehicle purchaser may be allowed by CARB Project Liaison on a case-by-case basis if the battery lease term is a minimum of three years.

e. SCHOOL BUSES

Eligible Applications for School Bus Funding

Public school districts in California that own their own school buses are eligible to participate in HVIP and receive the +65% voucher modifier. This includes public school districts that own their school buses but contract with a County Office of Education or private contractor for maintenance and operations. Where several public school districts have formed a Joint Powers Authority (JPA), and the JPA holds ownership of the school buses, then the JPA is also eligible, including for the +65% modifier. Public (not private) charter schools, as listed at <https://www.cde.ca.gov/ds/si/cs/>, that own their own school buses are also eligible. County Offices of Education that own their own school buses and the Division of State Special Schools of the California Department of Education are also eligible.

Private transportation providers that own their own school buses and contract with public school districts to provide transportation services for public school students are also eligible purchasers and, like the entities identified above, are eligible for the +65% modifier. The contract or contracts must be for 3 years or longer, and will be required to be submitted during the voucher's initial review. School buses purchased by the contracted private transportation providers count towards the fleet cap of the public school district(s) to which they are contracted. Public school districts and the private transportation providers that they contract with are considered public fleets for the purposes of the Fleet Size Voucher Adjustment.

Private schools are NOT eligible purchasers and are prohibited from requesting vouchers.

School Buses Eligible for All-Electric Conversions

School buses with current California Highway Patrol (CHP) safety certifications qualify for an all-electric school bus conversion voucher funding if all other requirements in HVIP are met.

Please see appendix G for information on ZESBI, which differs from standard HVIP.

f. CALIFORNIA TRIBAL GOVERNMENTS

Tribal governments eligible for HVIP include all federally recognized tribes in California listed on the most recent notice of the Federal Register, and non-federally recognized tribes, including those listed on the California Tribal Consultation List maintained by the California Native American Heritage Commission.

Limited Waiver of Sovereign Immunity: For applicants that are Federally Recognized Tribes or Federally Recognized Tribal controlled entities, all such applicants shall provide and execute a limited waiver of sovereign immunity agreeing to the personal and subject matter jurisdictions of state court and shall require at a minimum, compliance with state construction standards and regulations. Sovereign immunity waiver language shall be included in the voucher agreement and all regulatory and loan or grant agreements, all of which may be accomplished by incorporating by reference a separately executed sovereign immunity waiver instrument.

E. OVERSIGHT AND ACCOUNTABILITY

Through administration of longstanding incentive programs such as the Carl Moyer Program, CARB has found that project evaluations and program reviews are essential to ensure that incentive programs are run in accordance with statutory requirements and that State funds are spent transparently and efficiently. The Grantee is responsible for working closely with vehicle manufacturers, dealers and CARB to safeguard HVIP funds from misuse as it implements HVIP. Vehicle dealers and purchasers participating in HVIP must provide CARB or its designee and the Grantee access to all requested files and relevant information related to vehicle purchases involving an HVIP voucher.

CARB holds the overarching responsibility for HVIP fund oversight and project accountability and has final authority and sole discretion over all aspects of HVIP, including applicant and vehicle eligibility, and all program requirements. As such, CARB is responsible for monitoring and reviewing the Grantee's implementation of HVIP. The Grantee shall allow CARB, the Bureau of State Audits, or their designated representative the right to review and to copy any records and supporting documentation pertaining to its development or implementation of HVIP. The Grantee must maintain such records for a possible

audit for a minimum of three years after final payment from CARB. The Grantee must allow CARB or its designee access to such records during normal business hours and allow interviews of any employees who might reasonably have information related to such records.

Responsibilities for HVIP oversight include but is not limited to the following:

- a. CARB has primary oversight responsibility for HVIP to ensure transparent and efficient implementation, and that funds are spent consistent with the requirements of statutes, CARB regulations, the AQIP Guidelines and Funding Plan, HVIP solicitation and grant agreement with the Grantee, and this Implementation Manual. CARB reserves the right to conduct a site visit, evaluation, review, or audit of the HVIP participants, including but not limited to, the Grantee, dealers, purchasers, leasing entities, and manufacturers.
- b. If the Grantee detects any potentially fraudulent activity by a vehicle dealer or purchaser, they shall notify CARB as soon as possible and work with CARB to determine an appropriate course of action.
- c. CARB staff or its designees have primary responsibility for conducting project reviews and/or fiscal audits of HVIP administration and implementation.
- d. Voucher recipients and the Grantee and its subcontractors shall allow CARB, the California Department of Finance, the California Bureau of State Audits, or any authorized designee access, during normal business hours, to conduct HVIP reviews and fiscal audits or other evaluations. Granting of access includes, but is not limited to, reviewing project records, site visits, and other evaluations as needed. Project evaluations or site visits may occur unannounced as CARB staff or its designee deems necessary.
- e. The Grantee shall, in coordination with CARB, maintain an online Voucher Processing Center (VPC) for dealers to quickly, effectively, and transparently request and redeem vouchers. The VPC shall include all the information necessary for the dealer to submit the voucher request. Only completed and accurate voucher request forms will be accepted. The Grantee will review the voucher request form for eligibility and provide vouchers until HVIP funds are depleted or until CARB pauses requests.

F. PROJECT NON-PERFORMANCE

In the event of non-performance by the Grantee or its subcontractor(s) in administering the HVIP program, CARB reserves all rights and remedies available under the law, including but not limited to, remedies detailed in the Grant Solicitation and Grant Agreement.

In the event of non-performance by the program participant, CARB reserves all rights and remedies available at law, including but not limited to remedies listed in the applicable Terms and Conditions, and in this Implementation Manual.

Compliance with Air Quality Laws. By participating in the HVIP program, the participant understands, acknowledges and agrees that compliance with all applicable federal, state and local air quality rules, regulations and statutes is a precondition to the receipt or use of any state funds provided by or through CARB. The participant understands, acknowledges and agrees that a failure to comply in whole or in part with any local, state or federal air quality rules, regulations or statutes, or a failure to comply, in whole or in part, with any of the requirements or obligations under the program and all applicable terms and conditions is, in each instance, a material breach of the conditions under which state funds were provided or made available, and such breach will result in undue hardship and damages to the Grantee and the State of California, some or all of which may be impossible to easily calculate.

Liquidated Damages. If CARB or the Grantee determines, within its or their sole and absolute discretion, that the HVIP program participant is in breach of program rules or has breached any obligation to remain in compliance with any applicable federal, state or local air quality rules, regulations and statutes, then the HVIP program participant, immediately upon demand, will pay the Grantee (or to CARB, as requested), as recaptured funds or liquidated damages, the full amount of all state funds received during the period of noncompliance, as determined by CARB.

The HVIP program participant agrees that quantifying the losses arising from any breach is inherently difficult insofar as breach may cause the state of California or the Grantee irreparable, serious or substantial harm or damage, including to taxpayers or to the environment. The HVIP program participant further agrees that the above-mentioned amount of recaptured funds or liquidated damages is not a penalty, but rather a reasonable measure of damages based upon experience and given the nature of the losses that may result from said breach. The HVIP program participant agrees that the recaptured funds or liquidated damages have been computed, estimated and agreed upon by all parties and represents an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result. This obligation shall apply even if there is a concurrent noncompliance or violation of air quality rules, regulations or laws caused by a third party. The remedies set out in this paragraph are contractual in nature.

Nothing stated herein above in any way limits, prevents, or precludes the State of California, CARB or the Grantee from taking any enforcement action, exercising any police power or prosecuting any violation of law against a HVIP program participant, its employees, officers, agents, assigns, representatives, contractors, subcontractors, affiliates, grantees, sub-awardees, subgrantees, or any third parties. CARB retains the authority to suspend and prohibit any entity from participating in the HVIP program if CARB determines, within its sole and absolute discretion, that the HVIP program participant is in breach of program rules.

G. DEFINITIONS

“Account Sharing” is a feature within the VPC which allows multiple HVIP approved dealers within the same organization to view/edit one another’s vouchers.

“Batch” One voucher request that includes a quantity of more than one, with the same purchaser, vehicle, and vehicle domicile

“Bill of Lading” for the purposes of this program means a written receipt that confirms transportation of goods by a carrier (i.e., a binding contract that evidences an agreement of shipment between carrier and shipper; a receipt that acts as evidence of delivery of the shipment). The delivery address should match the domicile address on file. Per the Redemption Checklist available at www.californiahvip.org/sellers, a Bill of Lading is no longer required if other delivery documentation includes the same information.

“CARB-Certified” for the purposes of HVIP means a vehicle that has been certified and issued an Executive Order by CARB.

“CARB Project Liaison” for the purposes of this program is CARB staff person named in this Implementation Manual who serves as the point of contact for coordination with HVIP Grantee.

“California Native American Tribal Government” for the purposes of this program, California Native American tribal governments include all federally recognized tribes in California listed on the most recent notice of the Federal Register, and non-federally recognized tribes, including those listed on the California Tribal Consultation List maintained by the California Native American Heritage Commission.

“Commercial vehicle” for the purposes of this program means any vehicle used by a business, public or governmental agency, or non-profit to carry people, property, or hazardous materials.

“Common ownership or control” for the purposes of this program means being owned by the same person, corporation, partnership, limited liability company, or association. In addition, vehicles managed day to day by the same directors, officers, or managers, or by corporations controlled by the same majority stockholders are considered to be under common control even if their title is held by different business entities. See Appendix C of this Implementation Manual for more information.

“Complete Vehicle” for the purposes of HVIP and as defined by the Federal Transit Administration¹¹, “a vehicle that requires no further manufacturing operations to perform its intended function. This includes vehicles that are altered only by (1) the addition, substitution, or removal of readily attachable components (such as mirrors, or tire and rim assemblies) or (2) minor finishing operations (such as painting) in such a manner that the vehicle's stated weight ratings are still valid.”

“Dealer” or “HVIP approved dealer” for the purposes of HVIP means the vendor of the eligible complete vehicle or vendor that sells and installs eligible technologies in existing vehicles and includes dealers or manufacturers that sell new medium- or heavy-duty vehicles directly to a vehicle purchaser.

¹¹ <https://www.transit.dot.gov/faq/region-9/there-fta-dictionary>

“Disadvantaged Communities” for the purposes of this program are identified by the California Environmental Protection Agency (CalEPA).¹² To determine whether a project qualifies as located in a disadvantaged community, the Grantee must use the criteria in Assembly Bill 1550.¹³ For the DAC incentive, the domicile address must fall in one of the following areas of the mapping tool at <https://webmaps.arb.ca.gov/PriorityPopulations/>

- Disadvantaged Communities = Yellow on map legend
- Disadvantaged AND Low Income Communities = Green (Yellow AND blue on map legend)
- Low Income Communities within ½ mile of a Disadvantaged Community = Crosshatched purple on map legend
- Low Income Households within ½ mile of a Disadvantaged Community = Crosshatched grey on map legend

“Domicile” for the purposes of this program is defined as the vehicle’s “home base” / deployed location; where the vehicle stays overnight, returns after its route, or is parked when it is not working.

“Earned interest” for the purposes of this program means any interest generated from State AQIP funds provided to the Grantee and held in an interest-bearing account.

“Expend” for the purpose of this program means the payment of funds on an invoice for an eligible vehicle.

“Exportable power” for the purposes of the program means AC electrical power generated by a commercial plug-in vehicle, typically to power electric tools, lighting, or other accessories at a job site.

“Fleet” Fleet means vehicles traveling in California owned by a person, business, non-profit or government agency and consists of one or more vehicles. Vehicles under common ownership or control are considered part of a single fleet even if they are part of different subsidiaries, divisions, or other organizational structures of a company or government agency. A fleet is not a manufacturer, dealership, or leasing company that enters into any agreement with another party to operate the vehicles.

“Fleet size” for Standard HVIP and all Set-Asides except for ZESBI, for voucher requests placed on or after 1/1/24, is inclusive of the fleet’s vehicles domiciled anywhere globally that are over 8,500 lbs

¹² The identified disadvantaged community census tracts are available at: <http://www.calepa.ca.gov/EnvJustice/GHGInvest/>.

¹³ Assembly Bill 1550 Implementation, contains the criteria for determining whether a project is located within a disadvantaged community. This Guidance is available at: <https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm>

GVWR, including all such vehicles under common ownership or control, as defined in HVIP's Implementation Manual.

Fleet size is inclusive of vehicles registered with the California Department of Motor Vehicles (DMV) as non-operational, but excluding off-road vehicles, unregistered vehicles, and those registered with the DMV as non-revivable junk or dismantled.

Fleet size is inclusive of existing unredeemed HVIP vouchers, but DOES NOT count the current voucher request; therefore, if a voucher(s) represents the fleet's first purchase of a vehicle with a GVWR greater than 8,500 lbs, a fleet size of "0" should be entered. Before voucher redemption, additional verification of fleet size may be required at CARB's sole discretion, including site visits."

"g/bhp-hr" for the purposes of this program means grams/brake horsepower-hour.

"Grantee" for the purposes of this program means the entity selected by CARB via competitive solicitation to administer HVIP. The responsibilities of the Grantee are described in this Implementation Manual and in the grant agreement between CARB and the Grantee. The Grantee is responsible for ensuring it and its HVIP subcontractors meet all project requirements.

"Gross vehicle weight rating (GVWR)" for the purposes of this program means the vehicle weight described on the VIN tag or original manufacturer Line Setting Ticket provided to the vehicle dealer.

"Hybrid vehicle" for the purposes of this program means any vehicle that can draw propulsion energy from both of the following on-vehicle sources of stored energy: 1) consumable fuel, and 2) a rechargeable energy storage system.

"Hydrogen Fuel Cell Vehicle" for the purposes of this program means a ZEV that is fueled primarily by hydrogen and does not have plug-in capacity.

"Eligible Engines" for the purposes of this program means any engine certified to the optional Low NOx standard of 0.01 g/bhp-hr as of the publication of this document.

"Incomplete Vehicle" for the purposes of HVIP and as defined by the Federal Transit Administration¹⁴, "an assemblage of components consisting of, as a minimum, frame and chassis structure, powertrain, steering system, suspension system, and braking system - to the extent that those systems are to be part of a completed vehicle."

"Incremental cost" for the purposes of this program for new vehicle means the difference in cost between HVIP eligible vehicle and a comparable new conventionally fueled vehicle that would be purchased to perform the same function. For engine vouchers, the incremental cost means the difference in cost between a baseline vehicle/engine and vehicle/engine certified to the standard utilizing the same fuel type. This cost is determined on a case-by-case basis based upon a

¹⁴ <https://www.transit.dot.gov/faq/region-9/there-fta-dictionary>

manufacturer's HVIP eligibility application submittal, HVIP voucher redemption data, discussions with fleets and other stakeholders, and other relevant data and information.

"In-kind services" for the purposes of this program means payments or contributions made in the form of goods and services, rather than direct monetary contributions.

"Lessor Entity," an entity, often a financial institution, that holds the lease on an HVIP-funded vehicle.

"Line setting ticket" for the purposes of this program means the factory build or construction sheet created when the vehicle order is sent to the vehicle manufacturer. The Line Setting Ticket typically includes the new vehicle's VIN, all the codes for standard equipment and options the salesman used to create this vehicle for his purchaser. After the factory assembles the vehicle and the vehicle is shipped and sold, the Line Setting Ticket identifies such things as the gross vehicle weight rating, engine type, transmission type, drive line, paint codes, gear ratio, and standard and optional equipment, specific to that vehicle.

"Match funding" for the purposes of this program, means those funds contributed by the Grantee directly to HVIP for the sole purposes of funding additional vehicles or increasing the vehicle voucher amount.

"Non-profit" or "Non-profit agency" for the purposes of this program means an agency or corporation that does not distribute corporate income to shareholders and is exempt from federal income taxes under Section 501 of the Internal Revenue Code (26 U.S.C.A. § 501). Non-profits are categorized as private entities in HVIP.

"Plug-in hybrid electric vehicle" (also known as a Grid-connected HEV or GHEV) means a hybrid electric vehicle that has:

- zero emission vehicle range capability and
- on-board electrical energy storage device with useful capacity equivalent to greater than or equal to ten miles of Urban Dynamometer Driving Schedule range on electricity alone is equipped with an on-board charger, and is rechargeable from an external connection to an off-board electrical source.

"Public fleet" for the purposes of this program includes all federal, state, city and other government fleets plus public universities, public airports, public school districts, California public ports and special districts such as water, utility, and irrigation districts.

"Public transit bus" for the purposes of this program means an on-road vehicle greater than 14,000 pounds GVWR, owned or operated by a city or county government; a transportation district / transit district; or a public agency. Public transit includes paratransit and microtransit services operated by or

on behalf of a public transit agency, but not shuttle buses with restricted services including but not limited to airport shuttles, university shuttles, and prisoner transport shuttles.

“Purchaser” A purchaser for the purposes of HVIP is the fleet or individual owner / operator who will operate the vehicle for a minimum of three years after voucher redemption, whether through lease or direct purchase. A purchaser is not a manufacturer, dealership, or leasing company that enters into any agreement with another party to operate the vehicle.

“Manufacturer recommended minimum state-of-charge” for the purposes of this program means the minimum allowable battery capacity recommended by the battery manufacturer to ensure the most efficient and durable battery operation, as a percent of the maximum battery capacity.

“Refuse vehicle” For the purposes of HVIP, refuse vehicles are defined as vehicles that collect garbage as a front load, rear load, side load, or other form of garbage packer truck¹⁵; and not be a roll-off or other form of waste transfer vehicle.

“Renewable fuel” for the purposes of this program is comprised of definitions of alternative fuels from the Low Carbon Fuel Standard (LCFS), California Code of Regulations Section 95481. Section 95481(79) defines transportation fuel as any fuel used or intended for use as a motor vehicle fuel or for transportation purposes in a non-vehicular source. For HVIP, transportation fuel, as defined above, must satisfy Section 95481(11) that defines Bio-CNG as biogas-derived biomethane which has been compressed to CNG. Additionally, fuel may be produced out-of-state as defined in Section 95481(66) that defines Producer as the entity that made or prepared the fuel. This definition of Producer includes “out-of-state” producers where the production facility is out of the State of California and the entity has opted into the LCFS pursuant to section 95483.1. As more engines that use renewable fuels other than renewable become available, CARB will expand this definition to include those renewable fuels.

“Repower” for the purposes of this program means the replacement of an existing engine with a new engine certified to any tier of the Optional emission standard approved by CARB instead of rebuilding the existing engine to its original specifications.

“Small Fleet” For Standard HVIP and all Set-Asides except for ZESBI, HVIP’s fleet size definition for voucher requests placed on or after 1/1/24 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. Small fleets are defined as public and non-profit fleets with 20 or fewer such vehicles, and private fleets with 20 or fewer such vehicles *and* less than \$15 million in annual revenue. Fleet size is inclusive of vehicles registered with the California Department of Motor Vehicles (DMV) as non-operational, but

¹⁵ <https://ww2.arb.ca.gov/resources/fact-sheets/swcv-garbage-roll-and-garbage-packer-requirements#:~:text=%E2%80%9CGarbage%20packer%E2%80%9D%20means%20a%20vehicle.and%20semi%20Dautomated%20side%20loaders.>

excluding off-road vehicles, unregistered vehicles, and those registered with the DMV as non-revivable junk or dismantled. Fleet size is inclusive of existing unredeemed HVIP vouchers, but DOES NOT count the current voucher request; therefore, if a voucher(s) represents the fleet's first purchase of a vehicle with a GVWR greater than 8,500 lbs, a fleet size of "0" should be entered. Before voucher redemption, additional verification of fleet size may be required at CARB's sole discretion, including site visits.

"Telematics" for the purposes of this program means a data acquisition system capable of collecting vehicle GPS data, vehicle mileage and hours of operation.

"Truck Equipment Manufacturer (TEM)" for the purposes of this program means a company that installs equipment on a truck or bus chassis. The TEM bears full responsibility for any vehicle defects under federal law and is responsible for certifying that the vehicle meets all applicable federal safety standards.

"UDDS" means urban dynamometer driving schedule as set forth Appendix I of title 40, Code of Federal Regulations, Part 86.

"Vehicle Type," listed in Voucher Processing Center and Vehicle Catalog: ePTO, Heavy Duty Bus, Medium Duty Bus, Refuse, School Bus, Step / Panel Van, Straight Truck, Tractor.

"Zero-emission power take-off (ePTO)" for the purposes of this program means a method for taking power from an on-vehicle source (typically a battery) that produces no emissions of pollutants (including carbon dioxide, carbon monoxide, hydrocarbons, oxides of nitrogen, and particulates) and which can be used to power truck mounted hydraulic, pneumatic or electric work equipment utilized for performing stationary work.

"Zero-emission vehicle (ZEV)" means a vehicle that itself produces no emissions of pollutants (including carbon dioxide, carbon monoxide, hydrocarbons, oxides of nitrogen, and particulates) when stationary or operating.

"Zero-Emission Vehicle Conversions" for the purpose of this program means removing any type of existing propulsion system and replacing it with a zero-emission propulsion system, such as battery or hydrogen fuel cell powered electric powertrain/drivetrain.

H. LIST OF ACRONYMS

AC	Alternating Current
AQIP	Air Quality Improvement Program

CARB	California Air Resources Board
CA #	California Carrier Identification Number
CCR	California Code of Regulations
CFR	Code of Federal Regulations
CMAQ	Congestion Mitigation and Air Quality
DAC	Disadvantaged Community
DMV	Department of Motor Vehicles
DOC	Diesel Oxidation Catalyst
DPF	Diesel Particulate Filter
ePTO	Electric Power Take-Off
FTA	Federal Transportation Authority
FY	Fiscal Year
GGRF	Greenhouse Gas Reduction Fund
GVWR	Gross Vehicle Weight Rating
HSC	Health and Safety Code
HVIP	Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project
JPA	Joint Powers Authority
LESBP	Lower-Emission School Bus Program
MY	Model Year
PEMS	Portable emissions measurement system
NOx	Oxides of Nitrogen
OBD	On-Board Diagnostics
OEM	Original Equipment Manufacturer
SCR	Selective Catalytic Reduction

TEM	Truck Equipment Manufacturer
USC	United States Code
VIN	Vehicle Identification Number
VIP	Voucher Incentive Program
VPC	Voucher Processing Center
ZEV	Zero-Emission Vehicle

APPENDIX A: HVIP Vehicle Eligibility List

The current list of HVIP eligible vehicles, as well as a historical record of some previously-eligible vehicles, and a list of Vehicle Types and active dealers, can be found on the California HVIP website at:

www.californiahvip.org/vehiclecatalog

APPENDIX B: Vehicle Eligibility Applications

Vehicle Eligibility Application Submittal Instructions for Original Vehicle Manufacturers

Please submit the vehicle eligibility application to CARB by e-mail at hvip@arb.ca.gov and provide a signed electronic copy of the application. There is no deadline for application submittal. Vehicle eligibility applications will be evaluated in the order they are received.

Applications for HVIP eligibility must match the corresponding Executive Order including vehicle model year, vehicle model name, chassis, chassis model year, and configuration. Voucher requests that are not identical to the corresponding Executive Order and HVIP Approval Letter may be subject to cancellation. The exception to this is when a letter of attestation is provided addressing Vehicle – EO MY alignment.

Specifically, in instances where the Model Year of the VIN for an HVIP-funded vehicle will not match the Model Year on the corresponding CARB Executive Order, a letter of attestation must be provided by the OEM on company letterhead a minimum of 30 calendar days in advance of the voucher request to voucherprocessing@tetrattech.com with the following information: 1) identifying the EO that covers the vehicle for which funds are being requested, 2) listing which Vehicle Models are covered by the corresponding EO, 3) listing which Vehicle MYs are covered by the MY of the corresponding EO, and 4) stating the OEM's understanding that if the OEM delivers an HVIP-funded vehicle that is not covered by the EO and HVIP Approval Letter, the OEM will be responsible for returning HVIP funds and covering any penalties issued by CARB, if applicable.

Questions regarding submittal of the vehicle eligibility application or application requirements should be directed to CARB at hvip@arb.ca.gov. <mailto:patrick.chen@arb.ca.gov> All vehicles eligible for HVIP are required to be certified at the vehicle level. Zero-Emission Powertrain Certification (ZEP Cert) is additional requirement for all new HVIP vehicle eligible applications submitted to CARB, for all applicable zero-emission powertrains and the trucks and buses they are installed in. More information is at <https://ww2.arb.ca.gov/our-work/programs/zero-emission-powertrain-certification>

For repowers, an aftermarket certification is required.

The timeline from when a complete and accurate eligibility application is received by CARB to when the vehicle is available in the HVIP Eligible Vehicles Catalog and Voucher Processing Center (VPC) is an average of 75 days. This includes 60 days for CARB's review and 15 days for HVIP staff to update the Catalog and VPC.

Manufacturers should be aware that voucher information regarding their technologies (i.e., quantity by dealer), may be released to the public at www.californiahvip.org and by other mechanisms.

Note: If the MY of an HVIP-funded vehicle changes in the time between when the voucher was requested and when the voucher was redeemed (i.e., MY2022 requested and MY2023 delivered), this does not affect the voucher status / redemption or the purchase order, if the subsequent model year is covered by a CARB

Executive Order or letter of attestation as described above. It will be acceptable for the voucher request and purchaser order / sales agreement even if it is not included in the HVIP Vehicle Catalog.

Note: All manufacturers of HVIP-eligible vehicles that are subject to recalls by the National Highway Traffic Safety Administration (NHTSA) must provide a copy within 30 days of the NHTSA filing to hvip@arb.ca.gov.

APPENDIX B1: NEW ZERO-EMISSION VEHICLE/ZERO-EMISSION COMMERCIAL VEHICLE CONVERSION ELIGIBILITY APPLICATION

This is an application for new zero-emission and zero-emission vehicle conversion commercial vehicles to be included on the list of vehicles eligible for HVIP. This application must be completed along with the Zero-Emission Vehicle/Zero-Emission Commercial Vehicle Conversion Vehicle Component Cost supplemental application form. Vehicle must receive approval by CARB prior to the vehicle being eligible for a voucher. Zero-emission vehicles subject to the Federal Transit Administration's (FTA) New Model Bus Testing Program (often referred to as "Altoona Testing") are required to have passed the testing before becoming HVIP-eligible.

CARB reserves the right to request additional information or clarification of information provided in this application. This application applies to and must be completed by the original vehicle manufacturer or its legal representative.

Please check the box that applies:

- New zero-emission commercial vehicle
 Zero-emission vehicle conversion commercial vehicle

Effective January 1, 2024, all battery electric school bus eligibility applications for HVIP must have Vehicle-to-Grid (V2G) functionality and meet the following requirements.

1. Each bus must have the ability to charge with level 2 SAE J-1772 charging.
2. Each bus must be capable of vehicle-to-grid (V2G) bi-directional charging and discharging via use of type 1 combined charging system (CCS), with a minimum of 60 kW.
3. New school buses must comply with ISO 15118-20 Road vehicles — Vehicle to grid communication interface — Part 20: 2nd generation network layer and application layer requirements.
4. The bus must be designed so that no hardware or firmware changes are necessary to allow the bus to immediately serve demand that is independent of the utility grid (e.g. vehicle-to-load functions that are "islanded" or electrically separated from the utility system).
5. The bus must be able to receive a remote update enabling grid-interconnected V2G functions (e.g. vehicle-to-building functions connected to the utility system), upon completion of applicable requirements for safe electrical interconnection.

Please self-certify that this vehicle meets this definition if the vehicle is a school bus:

- Yes
 No

The self-certification is only required at the time of submittal of this application and will apply to subsequent model years but is not required to be re-submitted for subsequent model years.

Part I: Vehicle Manufacturer Information

1. Manufacturer Name: Tax Identification Number:
2. Staff Contact Name and Title:
3. Business Mailing Address and Contact Information Street:

City:	State:	Zip Code:
Phone: ()	E-mail:	

Please identify the zero-emission vehicle and its baseline (gasoline or diesel-powered) equivalent in Tables 1 and 2, respectively. These vehicles must be of the same make, model, drive configuration (4 x 2 or 4 x 4), frontal area, and gross vehicle weight.

Table 1: Zero-Emission Vehicle Information

Vehicle MY	Vehicle Make and Model (vehicle type, vehicle model, drive configuration (4 x 2 or 4 x 4), and frontal area)	Gross Vehicle Weight Range

Table 2: Baseline Vehicle Information

Vehicle MY	Vehicle Make and Model (vehicle type, vehicle model, drive configuration (4 x 2 or 4 x 4), and frontal area)	Gross Vehicle Weight Range

What is the typical California pre-tax cost of the zero-emission vehicle (identified in Table 1) with normal dealer profit? \$ _____

What is the typical California pre-tax cost of this equivalent baseline vehicle (identified in Table 2 with normal dealer profit) \$ _____

Part II: Verification of Vehicle Eligibility

A. For vehicle models not currently on the list of eligible vehicles:

Please provide the following information as attachments to this form for each vehicle model listed in Table 1. CARB reserves the right to request additional information to complete the vehicle eligibility evaluation.

- CARB Executive Order (EO) for new zero-emission commercial vehicles.
- For conversions of any type of vehicle to zero-emission, the aftermarket conversion kits must receive an exemption EO from CARB
- Warranty provisions
- After sales service provisions
- MSRP price sheets
- Proof of compliance with the all-electric range requirements identified in Section C(3)(d) of HVIP

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- Briefly describe information provided to vehicle dealers/purchasers regarding proper disposal of both the propulsion and auxiliary vehicle battery and how this information is conveyed

B. For vehicle models currently on the list of eligible vehicles (addition of new model years):

Please check box below if the following statement is true.

- I certify that the vehicle(s) listed in Table 1 have not been modified from the vehicle(s) that were previously approved by CARB for inclusion on the List of Eligible Vehicles including warranty and after sales service provisions.

Please provide the following information for each vehicle model listed in Table 1.

- CARB EO for new zero-emission commercial vehicles.
- For conversions of any type of vehicle to zero-emission, the aftermarket conversion kits must receive an exemption EO from CARB
- Warranty provisions
- After sales service provisions MSRP price sheets

Which HVIP-approved -dealers currently sell this vehicle? See www.californiahvip.org/dealerlist.

Describe vehicle maintenance training that is provided to dealers, and any other workforce development or infrastructure-readiness outreach and education that is provided. Indicate if any of this outreach is in low income or disadvantaged communities:

Part III: Applicant Signature

I certify under penalty of perjury that all information provided in this application and any attachments are true and correct. Additionally, the vehicle manufacturer agrees to the telematics requirement as stated in Section B(1)(I) of the HVIP Implementation Manual.

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

APPENDIX B2 – ZERO-EMISSION/ZERO-EMISSION CONVERSION COMMERCIAL VEHICLE COMPONENT COST FORM

This is a supplemental application form for new zero-emission and zero-emission vehicle conversion commercial vehicles to be included on the list of vehicles eligible for the HVIP. This application must be completed and submitted to CARB along with the New Zero-Emission Vehicle/Zero-Emission Vehicle Conversion Eligibility Application for vehicle eligibility approval.

Approved in the Fiscal Year 2020-21 Funding Plan for Clean Transportation Incentives, the application form is a part of the required HVIP vehicle eligibility documentation for each model year to help maintain current data and identify cost trends. Staff will monitor and use the results to better determine voucher incentive amounts or modify voucher amounts for specific applications, vehicle classes, or technologies.

CARB reserves the right to request additional information or clarification of information provided in this application. This application applies to and must be completed by the original vehicle manufacturer or its legal representative.

Please check the box that applies:

- New zero-emission commercial vehicle
- Zero-emission vehicle conversion commercial vehicle

Part I: Vehicle Manufacturer Information

1. Company Name/Organization Name/Individual Name: Tax Identification Number:		
2. Contact Name and Title:		
3. Business Mailing Address:		
City:	State:	Zip Code:
Phone:	E-mail:	

Part II: Zero-Emission Vehicle/Zero-Emission Vehicle Conversion Component Costs

Zero-Emission Vehicle Information

Vehicle MY	
Vehicle Make and Model	
California Pre-Tax Cost of Vehicle	
Gross Vehicle Weight Rating (GVWR)	
Length of Vehicle (for buses only)	
Zero-Emission Driving Range	

Component Information and Costs

Battery Manufacturer	
Battery Chemistry	
Battery Capacity (kWh)	
Battery System Cost	
Battery Cost (\$/kWh)	
Fuel Cell Cost (FCEV only)	
Hydrogen Storage Tank Size (FCEV only)	
Hydrogen Storage Tank Cost (FCEV only)	
Electric Traction Motor Manufacturer	
Electric Traction Motor Power (kW)	
Electric Traction Motor Cost (Total)	
Electric Traction Motor Cost (\$/kW)	
Onboard Charger Cost	
Power Electronic Controller Cost	
Vehicle Chassis/Glider Kit Cost	

Please check the box that applies:

- The information highlighted above and indicated in any additional documentation is confidential and considered proprietary information/trade secrets. The Applicant understands that in the event there is a California Public Record Request for this document, that CARB will follow the process set forth in Title 17, California Code of Regulations, sections 91000 - 91022
- All of the information and documentation provided as part of this supplemental application form are not confidential, proprietary information or trade secrets

Which HVIP-approved-dealers currently sell this vehicle? See www.californiahvip.org/dealerlist.

Describe vehicle maintenance training that is provided to dealers, and any other workforce development or infrastructure-readiness outreach and education that is provided. Indicate if any of this outreach is in low income or disadvantaged communities:

Part III: Applicant Signature

I certify under penalty of perjury that all information provided in this application and any attachments are true and correct.

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

APPENDIX B3: WORK VEHICLE WITH ePTO ELIGIBILITY APPLICATION

Part I: Original Manufacturer Information

1. Company Name/Organization Name/Individual Name: Tax Identification Number:		
2. Contact Name and Title:		
3. Business Mailing Address:		
City:	State:	Zip Code:
Phone:	E-mail:	

Part II: Vehicle Description

Please identify the vehicle and its applicable ePTO system proposed for HVIP eligibility in Tables 1 and 2, respectively.

Table 1: Aerial Boom Vehicle Information

Vehicle MY Note: ePTO systems are approved for HVIP eligibility with specific vehicle model year(s)	
Vehicle Make and Model	
Engine Make and Model	
Boom Maximum Working Height (ft)	
Gross Vehicle Weight Range (lbs)* * including ePTO system.	

ePTO for Vehicle Model Year(s)	ePTO Make and Model	Gross Vehicle Weight Range	ePTO Voucher Amount
2020-2025	Odyne Plug-in Hybrid System (ePTO) for Digger Derrick Application Battery Capacity: 35.4 kWh	Class 5-8 (16,000 - 33,000 lbs)	Up to \$40,000

Table 2: ePTO Information

Battery Manufacturer	
Battery Chemistry	
Battery Capacity (kWh)	
Battery Manufacturer Recommended Minimum State-of- ePTO Make and Model	
Regenerative Braking	<input type="checkbox"/> Yes <input type="checkbox"/> No
Alternator Charging	<input type="checkbox"/> Yes <input type="checkbox"/> No
Battery State-Of-Charge (SOC) at Engine Auto-Start	

What is the typical California pre-tax cost with normal dealer profit of the truck identified in Table 1 with traditionally powered PTO (i.e. vehicle engine idles to power bucket)?

\$ _____

What is the typical California pre-tax cost with normal dealer profit of the bucket truck identified in Table 1 when equipped with the ePTO system identified in Table 2?

\$ _____

Make and model of vehicle telematics system: _____

Which HVIP-approved -dealers currently sell this vehicle? See www.californiahvip.org/dealerlist.

Describe vehicle maintenance training that is provided to dealers, and any other workforce development or infrastructure-readiness outreach and education that is provided. Indicate if any of this outreach is in low income or disadvantaged communities:

Part III: Self-Certification of Vehicle, Engine and ePTO Parameters

Please check the box next to each statement if the statement is correct. **Do not check the box if the**

statement is not correct.

- The vehicle complies with applicable air quality provisions of California and federal law.
- The vehicle complies with motor vehicle safety provisions of 49 USC Sections 30101 through 30169.
- The vehicle meets the original engine manufacturer's build requirements.
- No modifications have been made to the engine hardware or after-treatment device(s).
- No modifications have been made to the engine's original software calibrations.
- The vehicle meets HVIP minimum three year warranty requirements, as described in Section C(1)(a) of the HVIP Implementation Manual
- The vehicle manufacturer agrees to the telematics requirement as stated in Sections C(1)(m) and C(6)(h) of the HVIP Implementation Manual.
- The ePTO battery is capable of recharging from the manufacturer specified battery cut-off voltage to full charge within twelve hours.
- The battery manufacturer recommended minimum state-of-charge for the ePTO make/model identified in this application equals that in the aerial boom vehicle provided for consumer purchase and intended for the vehicle in-use for a minimum of three years from date of voucher redemption.
- There is at least one service provider for the vehicle in California. Please provide name and city of primary service provider: _____
- The vehicle and ePTO system meet all the requirements of the HVIP, including those identified in this application and the HVIP Implementation Manual.

Part IV: Application Attachments to be Provided by Original Vehicle Manufacturer

- Warranty provisions.
- After sales service provisions.
- MSRP price sheets.
- Manufacturer's vehicle marketing flyer, including vehicle and exportable power specifications and justification for export power usage in proposed vehicle vocation (if requesting HVIP approval of exportable power option).
- If any of the statements in Part III are not true and correct (i.e. if any of the boxes above are not checked), please attach a narrative explaining why.
- Briefly describe what information is provided to vehicle dealers/purchasers regarding proper disposal of the ePTO battery and how this information is conveyed.

Part V: Demonstration of ePTO System

The intent of the ePTO system demonstration is to verify that the ePTO will function entirely on battery power over the course of a typical work day.

The applicant shall work with the CARB Project Liaison or his or her designee to determine an applicable method to demonstrate the ePTO system to ensure that the vehicle completes a typical work day duty cycle without the need for the engine to recharge the battery (i.e. the battery manufacturer recommended minimum state-of-charge is not reached). The use of video conferencing and/or telematics data collection will be required unless specified by the CARB Project Liaison. The CARB Project Liaison may also require in-person demonstration of the ePTO system. The CARB Project Liaison and applicant will agree on the testing method on a case-by-case basis. For more information on ePTO demonstration, see Section C(5) of the Implementation Manual.

The CARB Project Liaison is: Patrick Chen, patrick.chen@arb.ca.gov

Which HVIP-approved -dealers currently sell this vehicle? See www.californiahvip.org/dealerlist.

Describe vehicle maintenance training that is provided to dealers, and any other workforce development or infrastructure-readiness outreach and education that is provided. Indicate if any of this outreach is in low income or disadvantaged communities:

Part VI: Applicant Signature

I certify under penalty of perjury that all information provided in this application and any attachments are true and correct.

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

APPENDIX B4: ELIGIBILITY APPLICATION FOR NEW VEHICLE EQUIPPED WITH ENGINE CERTIFIED TO THE OPTIONAL LOW NOX STANDARD OF 0.01 G/BHP-HR

This is an eligibility application for new vehicles equipped with engines certified to the optional Low NOx standard of 0.01 g/bhp-hr. This application must be completed, submitted to CARB, and vehicle must receive approval prior to the vehicle being eligible for a voucher.

Do not use this application for an engine used for a repower.

CARB reserves the right to request additional information or clarification of information provided in this application. This application applies to and must be completed by the original vehicle/ engine manufacturer or its legal representative.

Part I: Vehicle Manufacturer Information

1. Manufacturer Name: Tax Identification Number:		
2. Staff Contact Name and Title:		
3. Business Mailing Address and Contact Information Street:		
City:	State:	Zip Code:
Phone: ()	E-mail:	

Please identify the vehicle equipped with an engine certified to the optional Low NOx standard of 0.01 g/bhp-hr and its baseline equivalent in Tables 1 and 2, respectively. These vehicles must be of the same make, model, drive configuration (4 x 2 or 4 x 4), frontal area, and gross vehicle weight.

Table 1: New Vehicle Information

Vehicle Model Year	
Vehicle Make/Model	
Vehicle Gross Vehicle Weight Range	
Engine Model Year	
Engine Make/Model	
Executive Order Number	

Table 2: Baseline Vehicle Information

Vehicle Model Year	
Vehicle Make/Model	
Vehicle Gross Vehicle Weight Range	
Engine Model Year	
Engine Make/Model	
Executive Order Number	

What is the typical California pre-tax cost of the vehicle equipped with engine certified to the optional Low NOx standard of 0.01 g/bhp-hr(identified in Table 1) with normal dealer profit? \$ _____

What is the typical California pre-tax cost of this equivalent baseline vehicle (conventional engine identified in Table 2) with normal dealer profit \$ _____

Part II: Verification of Vehicle Eligibility

A. For vehicle models not currently on the list of eligible vehicles:

Please provide the following information as attachments to this form for each vehicle model listed in Table 1. CARB reserves the right to request additional information to complete the vehicle eligibility evaluation.

- CARB engine Executive Order
- Warranty provisions for engine and vehicle
- After sales service provisions
- MSRP price sheets

B. For vehicle models currently on the list of eligible vehicles (addition of new model years):

Please check box below if the following statement is true.

- I certify that the vehicle(s) listed in Table 1 have not been modified from the vehicle(s) that were previously approved by ARB for inclusion on the List of Eligible Vehicles including warranty and after sales service provisions.

Which HVIP-approved -dealers currently sell this vehicle? See www.californiahvip.org/dealerlist.

Describe vehicle maintenance training that is provided to dealers, and any other workforce development or infrastructure-readiness outreach and education that is provided. Indicate if any of this outreach is in low income or disadvantaged communities:

Part III: Applicant Signature

I certify under penalty of perjury that all information provided in this application and any attachments are true and correct.

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

APPENDIX B5: ELIGIBILITY APPLICATION FOR ENGINE CERTIFIED TO THE OPTIONAL LOW NOX STANDARD OF 0.01 G/BHP-HR USED FOR REPOWER

This is an eligibility application for engines certified to the optional Low NOx standard of 0.01 g/bhp-hr used for repowers. This application must be completed, submitted to CARB, and the engine must receive approval prior to the engine being eligible for a voucher.

CARB reserves the right to request additional information or clarification of information provided in this application. This application applies to and must be completed by the original engine manufacturer or its legal representative.

Part I: Vehicle Manufacturer Information

1. Manufacturer Name: Tax Identification Number:		
2. Staff Contact Name and Title:		
3. Business Mailing Address and Contact Information Street:		
City:	State:	Zip Code:
Phone: ()		E-mail:

Please identify the engine(s) and its baseline (conventional engine) equivalent in Tables 1 and 2, respectively. The engine(s) must be of the same make, horsepower and displacement.

Table 1: Engine Information

Engine Model Year	
Engine Make/Model	
Engine Horsepower	
Engine Displacement	
Executive Order Number	

Table 2: Baseline Engine Information (

Engine Model Year	
Engine Make/Model	
Engine Horsepower	
Engine Displacement	
Executive Order Number	

What is the typical California pre-tax cost of the n engine (identified in Table 1) with normal dealer profit?
\$ _____

What is the typical California pre-tax cost of this equivalent baseline engine (conventional engine identified in Table 2) with normal dealer profit \$ _____

Part II: Verification of Engine Eligibility

A. For engine models not currently on the list of eligible engines:

Please provide the following information as attachments to this form for each engine model listed in Table 1. CARB reserves the right to request additional information to complete the vehicle eligibility evaluation.

- CARB Natural Gas Internal Combustion engine Executive Order
- Warranty provisions for engine
- After sales service provisions
- MSRP price sheets

B. For engine models currently on the list of eligible engines (addition of new model years):

Please check box below if the following statement is true.

- I certify that the engine(s) listed in Table 1 have not been modified from the engine(s) that were previously approved by ARB for inclusion on the List of Eligible Engines including warranty and after sales service provisions.

Which HVIP-approved -dealers currently sell this vehicle? See www.californiahvip.org/dealerlist.

Describe vehicle maintenance training that is provided to dealers, and any other workforce development or infrastructure-readiness outreach and education that is provided. Indicate if any of this outreach is in low income or disadvantaged communities:

Part III: Applicant Signature

I certify under penalty of perjury that all information provided in this application and any

attachments are true and correct.

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

APPENDIX C: Vehicles Under Common Ownership or Control

If vehicles are under common ownership, for the purposes of the Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP) this means that they are owned by the same person, corporation, partnership, limited liability company, or association, including sharing a Tax Identification Number (TIN) or California Carrier Identification Number (CA#) In addition, vehicles managed day to day by the same directors, officers, or managers, or by corporations controlled by the same majority stockholders are considered to be under common control even if their title is held by different business entities.

The examples provided below are intended to further specify, for the purposes of HVIP, the definition of common ownership, corporation, or other entity wishing to purchase or lease an HVIP eligible vehicle or engine.

Example 1 – Parent/Child Company

The George Corporation forms a new, wholly owned corporation, Sam’s Transportation Services, and secures a different federal tax identification number for it. While the George Corporation and Sam’s Transportation Services can report and comply separately with the regulation, because they are under common ownership, the total number of vehicles of both must be summed in order to determine the fleet size.

Example 2 – Common Ownership

The ABC Company and the 123 Company are wholly-owned subsidiaries of Alphabet Group Incorporated. They were acquired by Alphabet Group Incorporated in 1950 and 1970, respectively. Alphabet Group Incorporated is located in Nevada; however ABC Company and 123 Company are both located in California and each have their own Federal Tax Identification numbers. In addition, they each have unique motor carrier numbers. Both ABC and 123 are decentralized, with most of the decision making pushed down to the operating company level. However, the corporate office centralizes things like insurance, bonding, cash, and financial statement consolidation.

Because ABC and 123 are under common ownership, the total number of vehicles of this fleet must be determined by adding up all the vehicles for ABC and 123. However, ABC and 123 can report and comply separately with the regulation.

Example 3 – Common Control

Bill Brown owns Brown’s Transportation and controls the day to day operation of his fleet. Bonnie Brown is the owner of Bonnie’s Transportation, but her vehicles are controlled on a day to day basis by Bill Brown. Bill Brown makes decisions regarding vehicle use, maintenance, purchases and sales, etc. Because Brown’s Transportation and Bonnie’s Transportation fleets are under the common control of Bill Brown, all of the vehicles in both fleets must be summed to determine their fleet size. If, for example, the summed vehicles exceed three, neither could utilize the small fleet provision.

Example 4 – 50/50 Ownership

John Smith owns Company A, and Jane Doe owns Company B. John and Jane also each both own 50 percent of Company C. Because neither John nor Jane have a majority stake in Company C (neither have more than 50 percent), as long as Company C is not under common control with either Company A or B, neither John nor Jane must add Company C's vehicles to their own when determining fleet size. Each fleet - Company A, B, and C would report separately and determine its fleet size separately.

If, however, John controlled both the Company A and Company C fleet on a day-to-day basis (managing the vehicles use, maintenance, purchases and sales, etc.), then Company A and Company C's vehicles would need to be combined when determining fleet size.

CARB enforcement may use organizational documents of fleet owners (such as articles of incorporation) to validate fleet ownership.

Example 5 – Farming Business

Top Grade Dairy owns two dairies in Tulare with 100 milking cows at each location. John Smith, the owner, the president, and CEO of the company manages the day to day operations. Top Grade Dairy owns the land where the dairies are located and also owns 25 acres where sorghum is grown. Mr. Smith formed a limited liability company, where he is the only member, called Top Grade Silage, which is also managed by Mr. Smith, and only supplies silage to Top Grade Dairies. Each company has a different federal tax identification number.

Since Mr. Smith owns both companies, all the vehicles owned by both Top Grade Dairy and Top Grade Silage would be counted to determine fleet size.

For purposes of determining whether each company meets the definition of a farming business, each business entity must be examined separately. Top Grade Dairy clearly meets the definition of a farming business because it is involved in the operation of a farm as an owner. However, Top Grade Silage does not own the land and therefore does not meet the definition of a farming business. If Top Grade Silage had owned the land, or was a tenant, it would meet the definition of a farming business.

Joint ventures are not considered common ownership or control.

Fleet size definitions:

For the purposes of HVIP fleet size definitions, "common ownership or control" means being owned by the same person, corporation, partnership, limited liability company, or association. In addition, vehicles managed day to day by the same directors, officers, or managers, or by corporations controlled by the same majority stockholders are considered to be under common control even if their title is held by different business entities. Vehicles owned by different entities but operated by using common or shared resources to manage the day-to-day operations by using the same motor carrier number, displaying the same name or logo, or contractors who represent the same company are considered to be under common ownership or control. Common ownership or control 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 or where expenses for operating the vehicle, such as fuel or insurance, are shared. However, if the purchaser is hired as a contractor by a larger fleet the purchaser does not need to count trucks operated by the hiring fleet as part of the

purchaser's fleet size, though the contractor's vehicles are counted as part of the hiring fleet. At CARB's sole discretion the contractor may be required to provide additional documentation, including but not limited to, copies of their California Business License, CA # or DOT #, or a copy of their written contract agreement with the hiring fleet. Common ownership or control does not include agreements for individual loads that are competitively bid and issued to the lowest qualifying bid, and such agreements do not need to be counted towards a purchaser's fleet size.

For Standard HVIP and all Set-Asides except for ZESBI, HVIP's fleet size definition for voucher requests placed on or after 1/1/24 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 Implementation Manual. Fleet size is inclusive of vehicles registered with the California Department of Motor Vehicles (DMV) as non-operational, but excluding off-road vehicles, unregistered vehicles, and those registered with the DMV as non-revivable junk or dismantled.

Fleet size is inclusive of existing unredeemed HVIP vouchers, but DOES NOT count the current voucher request; therefore, if a voucher(s) represents the fleet's first purchase of a vehicle with a GVWR greater than 8,500 lbs, a fleet size of "0" should be entered. Before voucher redemption, additional verification of fleet size may be required at CARB's sole discretion, including site visits.

Appendix D: HVIP VOUCHER REQUEST FORM

**HVIP Voucher Request Form
Information to be submitted by Dealer
via online Voucher Processing Center portal**

Additional mandatory information to complete this voucher request must be provided by the purchaser, and reviewed by the dealer before the dealer signs Terms and Conditions

Vehicle _____

Voucher ID _____

Date _____

Number of Vouchers in Batch (Quantity in Request) _____

Vehicle Type _____

Vehicle Information:

Vehicle Manufacturer:	Vehicle Model Year:
GVWR:	Preliminary Voucher Amount:

Information about Purchaser

Is this Vehicle a Lease? Yes No (Lessee must be listed as Purchaser)

If the Vehicle is a Lease, are there any other business relationships between the lessee, dealer, and lessor? (e.g. lessee is a subsidiary of the leasing entity or dealership). If yes please describe. Yes No

Note: After the voucher request is submitted, lessee (end-user fleet / operator) CANNOT change

Is the Dealer/OEM requesting this vehicle as a demo? → Yes/no

If yes, instead of submitting this voucher request, please contact voucherprocessing@tetrattech.com for more information and see Appendix "I" for more details.

Purchaser Contact Name (person with signing authority): _____	
Optional: Secondary Contact Name (I.e., fleet manager or data manager) (This secondary person will receive ALL notifications that primary contact receives): _____	
Purchaser Company / Entity:	
Parent Company, if any:	
Mailing address:	
City, State, Zip code:	
Phone:	Email:
Is Mailing address the same as vehicle Domicile? (deployed "home base") Yes <input type="checkbox"/> No <input type="checkbox"/>	
If No please indicate the domicile (deployed "home base") address below:	
Address:	
City, State, Zip code:	
<ul style="list-style-type: none">• Is domicile address in a disadvantaged community? Yes <input type="checkbox"/> No <input type="checkbox"/> (Find out by entering address at https://webmaps.arb.ca.gov/PriorityPopulations/) Addresses in the following areas qualify) Disadvantaged Communities = Yellow on map legend• Disadvantaged AND Low Income Communities = Green (Yellow AND blue on map legend)• Low Income Communities within ½ mile of a Disadvantaged Community = Crosshatched purple on map legend• Low Income Households within ½ mile of a Disadvantaged Community = Crosshatched grey on map legend <p><u>Please note that effective Jan. 1, 2023, private fleets with more than 500 vehicles with a GVWR greater than 8,500 lbs under common ownership or control and domiciled in California can only request vouchers for vehicles domiciled in one of the areas indicated above. Requests for vehicles not domiciled in one of these areas will be cancelled.</u></p> <p>-----</p>	

Fleet size (# of vehicles) _____

For Standard HVIP and all Set-Asides except for the ZESBI, HVIP's fleet size definition for voucher requests placed on or after 1/1/24 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 Implementation Manual.

Fleet size is inclusive of vehicles registered with the California Department of Motor Vehicles (DMV) as non-operational, but excluding off-road vehicles, unregistered vehicles, and those registered with the DMV as non-revivable junk or dismantled.

Fleet size is inclusive of existing unredeemed HVIP vouchers, but DOES NOT count the current voucher request; therefore, if a voucher(s) represents the fleet's first purchase of a vehicle with a GVWR greater than 8,500 lbs, a fleet size of "0" should be entered. Before voucher redemption, additional verification of fleet size may be required at CARB's sole discretion, including site visits.

Is the PO for this request for more than 30 HVIP-eligible vehicles? Yes No

If yes, please upload it in this request. The HVIP incentive will only be applied for the vehicles purchased above 30.

If the PO is for *fewer than 30 HVIP vouchers*, meaning the bulk order is comprised of POs from more than one dealer / manufacturer, HVIP staff will work with the purchaser to manage the remaining PO(s) for the bulk order.

Bulk purchases are not required for fuel cell vehicles.

For the purposes of HVIP fleet size definitions, "common ownership or control" means being owned by the same person, corporation, partnership, limited liability company, or association. In addition, vehicles managed day to day by the same directors, officers, or managers, or by corporations controlled by the same majority stockholders are considered to be under common control even if their title is held by different business entities. Vehicles owned by different entities but operated by using common or shared resources to manage the day-to-day operations by using the same motor carrier number, displaying the same name or logo, or contractors who represent the same company are considered to be under common ownership or control. Common ownership or control 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 or where expenses for operating the vehicle, such as fuel or insurance, are shared. However, if the purchaser is hired as a contractor by a larger fleet the purchaser does not need to count trucks operated by the hiring fleet as part of the purchaser's fleet size, though the contractor's vehicles are counted as part of the hiring fleet. At CARB's sole discretion the contractor may be required to provide additional documentation, including but not limited to, copies of their California Business License, CA # or DOT #, or a copy of their written contract agreement with the hiring fleet. Common ownership or control does not include agreements for individual loads that are competitively bid and issued to the lowest qualifying bid, and such agreements do not need to be counted towards a purchaser's fleet size.

Is there an Anticipated Delivery Date for this vehicle? If no, select "Not yet." This information is not required to be entered until the voucher reaches the status of Accepted Pending Confirmation.

Name of Lessor Entity, if vehicle is a lease _____
 Name of Contact at Lessor Entity _____
 Phone _____
 Email _____

Note: Dealers, manufacturers and any entities under common ownership or control of such entities are prohibited from being the lessor entity on HVIP voucher requests without advance approval from CARB. Dealers and manufacturers requesting approval to be a lessor must contact voucherprocessing@tetrattech.com prior to each voucher request. Purchasers cannot be lessors. Lessors cannot be purchasers. Any entity that has ever been a purchaser / lessee in HVIP can't be a lessor and any entity that has ever been a lessor in HVIP can't be a purchaser / lessee.

Information about Dealer

Dealer Name:		Company Name:	
Street address:			
City:	State:	Zip Code:	
Email:		Phone:	

IMPORTANT NOTES: 1) In the instance of batch requests, the domicile address must be the same for all vehicles in the batch. Separate voucher requests are required for differing domiciles. 2) If this request includes multiple vouchers, please be aware that only the first voucher number may appear on the form in the Voucher Processing Center. 3) Requests for an operator who is different than the purchaser, i.e. a third-party contractor operating on behalf of a transit agency, may be approved at CARB's sole discretion, by contacting voucherprocessing@tetrattech.com

HVIP Voucher Request Form
Information to be completed by Purchaser / Lessee
via online Voucher Processing Center portal

[Form populates the information that was already entered by the dealer, then gathers the following info from purchaser]

<p>TIN:</p> <p>Note: If the purchaser is a Sole Proprietorship, provide Social Security number in lieu of TIN. Note: Tax information as provided to substantiate revenue will also be used to substantiate California business location.</p>	<p>TRUCR#:</p> <p><input type="checkbox"/> Exempt <input type="checkbox"/> Exempt</p>	<p>CA#:</p> <p><input type="checkbox"/> Exempt</p>	<p>DOT#:</p>
<p>CA# Reason for exemption (if applicable):</p>			
<p>DOT# Reason for exemption (if applicable):</p>			
<p>TRUCRS ID Reason for exemption (if applicable):</p> <p>NOTE: Purchasers claiming exemption for CA#, DOT#, or TRUCRS must submit a letter of explanation to voucherprocessing@tetrattech.com within 30 calendar days of the date the voucher was requested.</p>			
<p>Labor Compliance Attestation: <i>If you are purchasing any Class 2B truck, Refuse Vehicle, Panel / Step Van, Straight Truck, or Tractor</i></p> <p>Please go to www.CAZEVLaborLawCompliance.org to certify compliance with state labor laws. This attestation will be required annually, until three years after voucher redemption. The attestation includes that the purchaser will retain direct control over the manner and means for performance of any individual using or driving the vehicle. Your voucher will not progress to the status of Accepted Pending Signed Forms in the HVIP Voucher Processing Center until this is complete. This is required regardless of whether you have completed the attestation before in another program.</p>			
<p><i>[This question should show up for refuse vehicles, straight trucks, 2b, and tractors and show up as N/A for panel/step vans, med duty bus, heavy duty bus, school bus, and epto.]</i></p>			

Is the vehicle performing Refuse operations? Yes No

If yes, will this vehicle be used as a garbage packer truck (front, rear or side loader) for solid waste collection? Roll-off and transfer trucks are excluded from the 25% incentive increase. Further verification will be required from the purchaser before redemption.

Yes No

[This questions should show up for qualifying class 8 tractors only, N/A for everyone else]

Is the vehicle performing Drayage operations as defined in the Implementation Manual?

Yes No

If the vehicle is performing Drayage operations, are any operations taking place at the Port of Los Angeles? Yes No

If the vehicle is performing Drayage operations, are any operations taking place at the Port of Long Beach? Yes No

If the vehicle is performing drayage operations at the Port of Los Angeles AND the Port of Long Beach, which port will be utilized more frequently? POLA POLB

[This question should show up for medium or heavy duty bus only, N/A for everyone else.]

Is the Purchaser a Public Transit Agency, or otherwise meeting the definition of "Public Transit" provided in the Implementation Manual?

Yes No

Does the purchaser have the existing charging infrastructure to charge this vehicle?

Yes No

If you do not have existing charging infrastructure, is there a plan or procurement schedule for acquiring the necessary charging infrastructure? *[Only show if previous answer is no]*

Yes No

If yes, are there planning or procurement schedules in addition to those stated in the California Innovative Clean Transit planning process? *[Only show if previous answer is yes]*

Yes No

If you do not have existing charging infrastructure, is a project to install infrastructure already under way? *[Only show if previous answer is no]*

Yes No

If a project is under way, what stage is it at? *[Only show if previous answer is yes]*

Planning Design Construction Closeout

If you do not have charging infrastructure, do you need to build more infrastructure to charge this vehicle? *[Only show if previous answer is no]*

Yes No

Do you have a station design completed for this infrastructure? (only show if previous answer is yes)

Yes No

Do you need H2 infrastructure for this vehicle or electric charging infrastructure?

H2 Electric Both

If the vehicle is electric, did you talk to your utility regarding charging infrastructure needs for the infrastructure for this vehicle? (only show if previous answer is yes or both)

Yes No

If you are not sure which utility service provider is relevant to your project, refer to the map at <https://cecgis-caenergy.opendata.arcgis.com/apps/california-electric-infrastructure-app/explore>, select the "Layer List" icon (second from left) check the Electric Load Servicing Entities boxes (clear all others), then type the vehicle domicile address in the search bar. Information will pop up including the name of the utility that services the property.

If the vehicle is electric, have you carried out demand estimates for grid upgrades for your charging infrastructure? (only show if H2 or electric answer is yes or both)

Yes No

Have you considered resiliency planning and microgrid components or services for electric infrastructure upgrades? (only show if H2 or electric answer is yes or both)

Yes No

Have you selected the type of charger for this vehicle? (only show if H2 or electric answer is yes or both)

Yes No

Do you need technical assistance on how to procure infrastructure? Please rate your need on a scale of 1-5 (1 is no, 3 need some resources, 5 need hands on assistance)

1 2 3 4 5

Do you need help selecting the right charger? (only show if previous answer is 2-5)

Yes No

Do you need help finding a contractor to manage the project? (only show if previous answer is 2-5)

Yes No

Do you need funding for charging infrastructure?

Yes No

Do you need help navigating funding options for infrastructure? (only show if previous answer is yes)

Yes No

Do you have any existing ZEVs that need charging infrastructure?

Yes No

Do you meet the following requirements for EnergIIZE?

- Do you have proof of commercial battery electric vehicle ownership with State of California registration, **OR**
- A MD/HD electric vehicle purchase order?
 - o Note: Vehicles may be purchased with support from State or Federal vehicle incentive projects including, but not limited to: HVIP, Carl Moyer, AB 617, CORE, VW, TA Low No, EPA DERA, TIRCP, CALSTEP, CMO, and other incentive projects.
 - o Do you meet requirements for the EnergIIZE DAC definitions?
 - See definitions in the EnergIIZE Implementation Manual Appendix J, available in energIIZE.org/irc under Project Resources (a Disadvantaged Community or Low Income Community is considered there is defined according to CalEnviroScreen 4.0 or the specified equivalents, in Appendix J subitem 3.)

Yes No

- Do you have difficulty in determining whether you are meeting requirements for projects within Disadvantaged Communities?
 - o Yes No
- Do you have difficulty in determining whether you are qualified EnergIIZE applicant?
 - o Yes No

[This question should show up for school buses only, N/A for everyone else]

Is the Purchaser a Public School District?

Yes No

If the Purchaser is a Public School District, which air district is the school district headquarters / main office located in? See map at http://www.capcoa.org/images/mapimages/index_01.gif

Please categorize the fleet / organization

- Public (government entity)
- Private

If Private, please identify the total revenue, receipts, and sales reported to the Internal Revenue Service in the purchaser entity's most recent filing. This information may be reported in Box 1c of IRS Form 1120, Box 1c of IRS Form 1065, or Box 3 of IRS Schedule C (Form 1040).

≤\$10,000

>\$10,000 and ≤ \$15,000

>\$15,000 and ≤ \$25,000

>\$25,000 and ≤ \$35,000

>\$35,000 and ≤ \$50,000

>\$50,000 and ≤ \$75,000

>\$75,000 and ≤ \$100,000

>\$100,000

If you do not have this information, provide a letter of explanation to voucherprocessing@tetrattech.com within 30 calendar days of the voucher request.

Note: There is no revenue provision for public fleets.

Is the Purchaser entity a California Native American Tribal Government? See definition in the Implementation Manual for included categories of entities Yes No

If Private, is the purchaser entity a 501(c)(3) non-profit? If yes, please provide your IRS Determination Letter or Form 990 to voucherprocessing@tetrattech.com within 30 days.
Yes No

If Private, is the purchaser entity a Small Business as recognized by the California State Legislative Code, Section 14837(d), including annual revenue of less than \$15 million?
Yes No *This question is for metrics purposes only and does not affect your voucher in any way.*

If yes, please attach documentation of the Applicant's Small Business (SB) certification by the California Department of General Services, Procurement Division (DGS-PD).

If Private, is the purchaser entity designated by the U.S. Dept of Transportation as a Disadvantaged Business Enterprise, per <https://dot.ca.gov/programs/civil-rights/>? Yes
No *This question is for metrics purposes only and does not affect your voucher in any way.*

If Private, is the purchaser entity a Certified Minority Business Enterprise as defined by California Public Contract Code, Article 12, Woman-Owned Small Business, Veteran-Owned Small Business, or LGBT-Owned Small Business?
Yes No *This question is for metrics purposes only and does not affect your voucher in any way.*

If yes, please upload:

- Documentation of the Applicant's Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) certification by the California Department of General Services, Procurement Division (DGS-PD), Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).
- Documentation of the Applicant's certification as a Disadvantaged Business Enterprise (DBE) from CALTRANS, the US Department of Transportation, or another DBE Certifying Agency.
- For more information, please see https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=2.&chapter=2.&article=12.

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 EnergIZE Commercial Vehicles project. Please indicate below

whether you are interested in infrastructure funding, and more information about timeline and participation details will be provided to you.

1. I already have infrastructure funding in place to support this vehicle(s):
 Yes No
2. If Yes, I have received funding from EnergIIZE
 Yes No
3. I am interested in receiving EnergIIZE funding for infrastructure for this vehicle(s):
 Yes No
4. I am purchasing a drayage vehicle and plan to use public charging
 Yes No
5. I am interested in completing the items on the EnergIIZE permitting checklist to help my project get completed more quickly (The checklist is in the EnergIIZE Implementation Manual, Appendix K, available at www.Energiize.org/irc under Project Resources)
 Yes No
6. Have you contacted your utility service provider to discuss your project goals?
 Yes No
 - If you are not sure which utility service provider is relevant to your project, refer to the map at <https://cecgis-caenergy.opendata.arcgis.com/apps/california-electric-infrastructure-app/explore>, select the "Layer List" icon (second from left) check the Electric Load Servicing Entities boxes (clear all others), then type the vehicle domicile address in the search bar. Information will pop up including the name of the utility that services the property.
7. Have you selected a charger for your project?
 Yes No
8. Do you need project site help for your project?
 Yes No
9. Do you need charger help for your project?
 Yes No
10. Do you need EnergIIZE application help?
 Yes No

This voucher request represents my organization's first zero-emission vehicle purchase

Yes No

If you are purchasing any Class 2B truck, Refuse Vehicle, Panel / Step Van, Straight Truck, or Tractor, please answer the following questions about your insurance. Please also answer these questions if you are a private entity purchasing any bus (public entities do not need to answer if purchasing a bus)

1. I plan to obtain the following insurance for this vehicle(s): please list insurer and plan type.

Your answer will not affect your voucher status in any way, though insurance coverage is required by law once the vehicle has been delivered.

2. What is your estimated annual cost to insure this vehicle(s)?
3. Were there any barriers or concerns that you faced in obtaining insurance? If yes, please explain.
4. If you own non-ZEV trucks or tractors in your fleet that are similar to your ZEV vehicle(s), does it cost more, less, or about the same to insure your HVIP vehicle(s) compared to a similar internal combustion engine (ICE) vehicle?

Purchaser / Lessee

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 purchaser/lessee must comply with the requirements below:

1. I have reviewed and verified all information in all sections of the voucher request, including the fleet definitions, DAC, and all other Purchaser Information on this request form, and including the Vehicle and Vehicle Vocation / Type selected for this voucher;
2. I certify compliance with state labor laws, and 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. I will attest annually at <https://www.cazevlaborlawcompliance.org/s/>.
3. I have read, understand and agree to all provisions in HVIP Implementation Manual;
4. I understand that I am prohibited from entering into an agreement with another party to operate the vehicle including, but not limited to, vehicle rentals, vehicle subscription services, vehicle sharing platforms, and fleet-as-a-service models
5. If this voucher includes the Drayage Early Adopter Incentive, I certify that my fleet activities meet the definition and requirements in this document.
6. I 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;
7. I agree to allow CARB, Grantee, or their designee to verify the vehicle registration with the DMV;
8. I agree to maintain vehicle insurance as required by law;
9. I agree to never modify the vehicle's emission control system, engine, or engine software calibrations;
10. I agree to provide access to necessary charging equipment at the domicile location, or a copy of my company's charging policy showing plug-in access at the domicile location;
11. I understand that the fleet must be in compliance and remain in compliance with all applicable federal, state, and local air quality rules and regulations, including but not limited to the CARB Truck and Bus Regulation; furthermore I understand that CARB reserves the right to check compliance at any time;
12. If I have claimed exemption from TRUCR regulation reporting, I acknowledge that I must submit a letter of explanation to voucherprocessing@tetrattech.com within 30 calendar days of the date the voucher was requested;
13. I agree to own/lease and operate this vehicle 100 percent in California for a minimum of three years from the date of voucher redemption 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 which 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. Military vehicles are not subject to

this requirement;

14. I agree to retain ownership/lease of the vehicle for at least three years from the date of voucher redemption, unless given explicit prior written approval from CARB to sell or transfer the vehicle;
15. I understand that I will receive automated emails from the HVIP Voucher Processing Center when the Dealer requests a voucher on my behalf; when the voucher has been redeemed by the Dealer; and in any instance wherein the voucher is cancelled for any reason. I will notify voucherprocessing@tetrattech.com if a different person should receive these messages instead;
16. I agree to keep written records of the vehicle purchase/lease for three years after the purchase/lease date and provide CARB 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, DMV records, vehicle payment information and related bank records, and purchaser/lessee fleet information;
17. I agree that the purchased/leased vehicle and emission reductions it generates shall not be used as emission reductions to comply with an enforcement obligation of any person or entity other than CARB;
18. I agree to complete the annual usage survey and questionnaire for three years, as requested by CARB. Military vehicles are not subject to this requirement;
19. I 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;
20. I understand that this information will also be shared with geographically relevant utility provider(s) for the purposes of infrastructure planning and incentive coordination, as well as with infrastructure providers if I am requesting infrastructure coordination through the EnergIIZE Commercial Vehicles project.
21. I agree to disclose all sources of public funding that apply to the purchase of any vehicles for which I request HVIP vouchers;
22. I agree to the Manufacturers Terms and Conditions for usage of the vehicle's telematics device. Additionally, I agree to allow the Manufacturer to have access to the vehicle location and on/off data so the Manufacturer can report to CARB Grantee, or their designee the vehicle operation telematics for each HVIP-funded vehicle within disadvantaged communities. Vehicles equipped with Natural Gas Internal Combustion engines, and military vehicles are exempt from this requirement;
23. I agree to be available for a follow-up inspection by CARB, Grantee or their designee, if requested;
24. The information provided in this application is true and all supporting documentation is true and correct and meet the minimum requirements of HVIP;
25. I have the legal authority to apply for incentive funding for the purchasing entity described in this agreement;
26. I agree that failure to comply with the terms of this agreement may result in repayment to CARB of voucher funds received;
27. I understand that this HVIP voucher request is only valid for this specific vehicle purchased/leased 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;
28. I understand that after a voucher request is submitted, the lessee / end-user fleet /

- operator cannot be changed;
29. (Refuse vehicles with the 25% Refuse Modifier ONLY) I understand that the vehicle(s) affiliated with this voucher must have a loading arm (front, rear or side) for the collection of solid waste in order to receive the 25% Refuse incentive increase.
30. I understand that CARB reserves all rights and remedies available under the law to enforce the terms of this agreement.
31. I have reviewed the fleet size information provided by the dealer on this request, and I attest that it accurately represents the size of my fleet, inclusive of vehicles domiciled anywhere globally that are over 8,500 lbs GVWR, including all such vehicles under common ownership or control. I acknowledge that fleet size is inclusive of vehicles registered with the California Department of Motor Vehicles (DMV) as non-operational, but excluding off-road vehicles, unregistered vehicles, and those registered with the DMV as non-revivable junk or dismantled. I acknowledge that fleet size is inclusive of unredeemed HVIP vouchers, but DOES NOT count the current voucher request quantity; therefore, if a voucher(s) represents the fleet's first purchase of a vehicle with a GVWR greater than 8,500 lbs, a fleet size of "0" should be entered. Before voucher redemption, additional verification of fleet size may be required at CARB's sole discretion, including site visits."

Per #21: Additional Public Funding Sources for this Vehicle:

(Note: Formula funding from the Federal Transit Administration does not need to be included; discretionary FTA funds do need to be included)

NOTE: Programs that can now be stacked with HVIP for small fleets include but are not limited to the Carl Moyer Memorial Air Quality Standards Attainment Program and the CARB Truck Loan Assistance Program. Fleets size 20 and smaller can combine state funding sources with HVIP, if the other program allows stacking, each incentive program is not paying for the same incremental cost, and the non-HVIP incentive program is not required to generate greenhouse gas emission reductions.

Transit buses operated by or on behalf of a city or county government; a transportation district / transit district; or a public agency, including paratransit and micro-transit services may stack State-funded incentives with HVIP regardless of fleet size. When stacking HVIP vouchers with other funding sources for public transit buses, HVIP funding may be combined with the provision that HVIP will only fund the remaining cost up to the maximum voucher amount after the other incentives have been applied at their maximum allowable amounts.

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

The fleet will be asked to re-confirm funds stacking before redemption.

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 Vehicle Purchaser/Lessee: _____

Signature of Vehicle Purchaser/Lessee: _____

Date: _____

HVIP Voucher Request and Terms and Conditions Form
Dealer

1. I have read, understand and agree to all provisions in the HVIP Implementation Manual;
2. The vehicle and vehicle order information 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 lessee / end-user fleet operator cannot be changed;
5. I agree to seek pre-approval from the California Air Resources Board before any sale of the vehicle or any lease not included on the Voucher Request Form;
6. 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;
1. I agree to be available for a follow-up inspection by the California Air Resources Board, Grantee, or their designee, if requested;
2. 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, California Department of Motor Vehicle records, vehicle payment information and related bank records, and purchaser fleet information;
3. I understand that this HVIP voucher request is only valid for this specific vehicle purchaser/lessee and vehicle, and that any voucher provided based on this voucher request will be null and void if the purchaser/lessee and vehicle identified herein change prior to voucher redemption or for noncompliance with applicable HVIP requirements;
4. I agree to keep my Voucher Processing Center account active while I have unredeemed vouchers, including any required training, and including shared accounts;
5. I have the legal authority to participate in HVIP for the Dealer described in this agreement;
6. I understand that any information submitted may be subject to public requests for information;
7. I understand that CARB reserves all rights and remedies available under the law to enforce the terms of this agreement;
8. I agree that failure to comply with the terms of this agreement may result in repayment to CARB of voucher funds received.
9. **Repayment Obligations:** If CARB or the state of California (State) determines that Dealer is in breach or has breached any obligation to remain in compliance with any applicable laws and regulations, including but not limited to obligations in the HVIP Implementation Manual or any other term of this agreement, then Dealer immediately upon demand shall pay CARB (or CARB's Grantee as requested), as liquidated damages, the amount determined by CARB, up to the full amount of all HVIP voucher funds previously paid to the Dealer under this agreement. This obligation may apply even if there is a concurrent noncompliance caused by a third party.

Dealer agrees that quantifying the losses arising from any breach or noncompliance is inherently difficult insofar as breach may cause CARB and the State irreparable, serious, or substantial harm or damage, including to taxpayers or to the environment. Dealer further stipulates that the agreed upon amount of liquidated damages is not a penalty, but rather a reasonable measure of damages based upon a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result. The remedies set out in this paragraph are contractual in nature. Nothing in this agreement in any way limits, prevents, or precludes CARB and the State from taking any enforcement action, exercising any police power, or prosecuting any violation of law.

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 Dealer Representative: _____

Signature of Representative: _____

Date: _____

Appendix E: HVIP VOUCHER REDEMPTION FORM

Note: The redemption form current at the date of redemption will be used for all vouchers



HVIP Voucher Redemption Form

Voucher # (If a batch, separate redemption forms are still required for each voucher)	
Voucher Amount:	Vehicle Delivered Price:

Purchaser / Lessee Information

Primary Contact:		
Company Name / Entity:		Parent Company:
Name of Lessor, if lease:		
Vehicle Domicile Address:		Vehicle Domicile City:
Vehicle Domicile State:		Vehicle Domicile Zip:
Purchaser Phone:		Purchaser E-mail:
TIN:	CA #:	DOT #:
CA # Reason for exemption (if applicable):		
DOT # Reason for exemption (if applicable):		
TRUCRS ID or Reason for exemption:		

Note for private fleets with more than 500 vehicles: For bulk orders, the purchaser is required to submit DMV registration and a signed final invoice as proof of delivery of each of the 30 non-HVIP-funded vehicles that comprise the bulk order to voucherprocessing@tetrattech.com within 18 months of the date the bulk order is requested. DMV Form REG397 may be submitted in lieu of completed registration, however completed registration must be provided within 180 days.

Dealer Information

Dealer Name:		Company Name:	
Address:			
City:	State:	Zip Code:	
Phone:		E-mail:	

Vehicle Information

Vehicle Manufacturer:

Vehicle Description:	
Vehicle Model Year:	Vehicle Type:
GVWR:	VIN:



Confirmation of Completion of Redemption Checklist

All items identified below must be received and approved in the VPC for voucher redemption:

Purchaser Labor Laws Compliance Attestation (AB 794): Confirm the Purchaser has certified their compliance with California state labor laws for the following vehicle types:

-Tractor -Panel/Step Van -Straight Truck -Refuse -2b Vehicle

Signed Final Invoice – must be signed by purchaser and show the final purchase price less the voucher amount and any other additional incentive funding. It also must include the following line items:

- vehicle VIN; vehicle VIN and engine serial number for natural gas repowers, VIN must match VIN initially provided for this request
- vehicle base price
- voucher discount indicated as HVIP-funded

State sales tax and all other applicable taxes and fees.

Financing Documentation – must provide a copy of a check, money transfer, or financial arrangements identifying the lien holder and indicating terms of lease. The date and method of final payment from the purchaser to the dealer is required on the financial documentation and should include either the invoice number, VIN and/or voucher identification number.

- For leases – must provide a copy of the executed lease agreement, along with the lease schedule. . If lease or financial arrangements involve a third party, they must also be identified with the title or lien-holder clearly indicated.
- Lease schedule must illustrate that the full value of the voucher was passed down to the lessee, for example through a capital cost reduction. The cost of the vehicle listed on the lease agreement would reflect the voucher discount; payment lease installments would be based on that reduced price.
- Paperwork description – A schedule is an attachment to a master lease that lists and describes the leased item, lease payments, and other terms applicable to the lease. A new lease schedule is executed whenever an item (vehicle) is added to the master lease. The lease terms and conditions may either be fixed as per the master lease or may be subject to individual negotiations for every schedule.
- Signed Delivery Receipt – required for lease deals only, must be signed and dated by the lessee; document must capture delivery location and VIN and/or serial number of the vehicle.
- Cash Deals – When a purchaser pays for the vehicle up-front, a receipt with the contract number, invoice number, VIN and/or voucher identification number is required.

DMV Registration – must show:

- California registration
 - A completed "Application for Registration of New Vehicle" form (REG397) is acceptable in lieu of the actual registration. However, the Voucher Processing Center (VPC) will follow-up with the fleet 6 months after voucher

- redemption to get copy of the actual vehicle registration.
 - The DMV registration must match the vehicle listed on the CARB Executive Order.
 - Gross Vehicle Weight Rating (GVWR)
 - CA License plate number
 - Vehicle VIN
- **Digital photos of vehicle – must show:**
 - Vehicle from left side – must capture completed vehicle; in instances where vouchers for an order of 10 or more vehicles are being redeemed at the same time, a “group photo” may be uploaded, however a list of the VINs of all pictured vehicles must accompany the photo
 - Engine tag – required for vehicles that have a combustion engine, must list engine serial number (ESN) & Engine Family Number (EFN) (not required for electric vehicles)
 - VIN tag – must capture model year or manufacturer date, GVWR & VIN
 - Vehicle Emissions Control Information (VECI) label for re-certified vehicles and for vehicles with a VIN Model Year that does not match the Model Year on the CARB Executive Order. Only the vehicle VECI label is required
 - Refuse Only – must capture the front/rear/side loader on solid waste vehicle is required in order to receive the 25% refuse modifier.
- **Proof of Mileage at the time of vehicle delivery** – odometer reading should be less than 3,500 miles for a new vehicle ; acceptable documents include telematics print out, DMV odometer disclosure statement., or photo of the odometer upon delivery (CARB approval is needed if reading exceeds 3,500 miles limit)
- **Bill of Lading** – must include the origin and destination address, dated driver signatures at pick up and drop off to destination, full VIN and the carrier company information.

If a BOL cannot be provided, the dealer must provide an attestation letter signed and dated by the dealer and purchaser that includes:

- Carrier company and contact info
 - Origin and destination address (address must match domicile location in VPC)
 - Vehicle information including the VIN
 - Inspection notes (optional)
 - Driver signature and date when the vehicle is picked up (optional if a letter of attestation is provided)
 - Driver and destination/receiving party signature and date when the vehicle is delivered (optional if a letter of attestation is provided)
- **Natural Gas Vouchers ONLY** – The fleet purchaser must provide a copy of their RNG contract (sensitive information may be redacted), along with a coversheet/commitment letter that summarizes their RNG arrangement prior to voucher redemption.
- **Signed Voucher Redemption Form & Vehicle Inspection Form** – must be electronically signed by the purchaser and an HVIP authorized dealer

Dealer:

1. I verify that I have submitted all items identified in the Redemption Checklist via website upload to the Voucher Processing Center.
2. The vehicle identified on this form has been delivered.
3. The vehicle has been visually inspected and the inspection form has been completed.
4. The vehicle has been purchased and the information on this form is true and correct.

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

Name of Dealer Representative: _____

Company: _____

Signature of Dealer Representative: _____

Date: _____

Purchaser:

1. The vehicle, vehicle price, and vehicle purchaser information on this form are true and correct.
2. I will certify compliance with California state labor laws (AB 794) annually until three years after voucher redemption.
3. I have reviewed and reaffirm my obligation to adhere to the Terms and Conditions of the Voucher Request Form for this vehicle.

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

Name of Vehicle Purchaser/Lessee Representative:

Signature of Vehicle Purchaser/Lessee:

Date: _____

Questions? Email: voucherprocessing@tetrattech.com



HVIP Vehicle Inspection Form

The vehicle must be visually inspected upon delivery to verify the following:

- ✓ the delivered vehicle manufacturer, engine, vehicle description, and vehicle and engine model year match those identified on page one of this form
- ✓ the VIN on the delivered vehicle matches the VIN on page one of this form
- ✓ the vehicle GVWR, bus length, energy storage, or Natural Gas certification identified on page one of this form matches that on the vehicle identification plate.

Please check one of the boxes below to identify who has visually inspected the vehicle:

- The dealer identified on the voucher personally inspected the vehicle
- Another HVIP-approved dealer or OEM has inspected the vehicle. A list of HVIP- approved dealers and participating OEMs can be found at www.californiahvip.org
- I have received prior written approval for an alternative vehicle inspection mechanism and have included a copy of this written approval as an attachment to this form. Approval may be provided by calling the HVIP Toll-Free Hotline at 1-888- 457-4847 or emailing voucherprocessing@tetrattech.com

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

Voucher Number: _____

Vehicle Identification Number: _____

Name of Inspector: _____

Inspector's Company Name: _____

Signature of Inspector: _____

Date: _____

If the inspector is different than the dealer, please contact voucherprocessing@tetrattech.com for instructions on how to submit this form.

Appendix F: Innovative Small E-Fleets:

Will be published separately from this document
at www.californiahvip.org/im.

Please contact jsef@californiahvip.org
and visit www.californiahvip.org/purchasers
for more information.

Appendix G: Zero Emission School Bus and Infrastructure:

Will be published separately from this document
at www.californiahvip.org/im.

Please contact schoolbusteam@calstart.org
and visit www.californiahvip.org/purchasers
for more information.

Appendix H: Transit Set Aside:

Will be published separately from this document
at www.californiahvip.org/im.

Please contact info@californiahvip.org
and visit www.californiahvip.org/purchasers
for more information.

Appendix "I": Demonstration Vehicles:

Will be published separately from this document
at www.californiahvip.org/im.

Please contact info@californiahvip.org for more information.

**Port of Los Angeles (POLA)
Zero-Emission Truck Voucher Incentive Program
Voucher Agreement**

A. Purchasing Company or Individual Purchaser Information			
Purchasing Company or Individual Purchaser Name:			
Company DBA:			<input type="checkbox"/> Not Applicable
Vehicle Domicile Address:			
City:		State:	ZIP:
Business Mailing Address:			<input type="checkbox"/> Same as Domicile Address
City		State:	ZIP:
Principal Contact:			
Email Address:		Telephone #:	
B. Dealer Information			
Dealer Name:		Company Name:	
Location Address:			
City:		State:	ZIP:
Telephone #:		Email Address:	
C. Preliminary Vehicle Information			
Manufacturer:			
GVWR:	Model:	Vehicle Model Year:	
Number of Vehicles in Voucher Request:		Port Voucher Amount per Truck:	

Voucher ID:

**Port of Los Angeles (POLA)
Zero-Emission Truck Voucher Incentive Program
Voucher Agreement**

E. Terms & Conditions

As a condition for participating in the Port of Los Angeles Zero-Emission Truck Voucher Incentive Program, the Purchasing Company or Individual Purchaser shall comply with the following requirements for three years starting from the Date of Voucher Redemption, which is defined as the date the HVIP Voucher Redemption Form is last completed and signed by either the Dealer or Purchaser as set forth on the HVIP Voucher Redemption Form:

1. An authorized representative of the Purchasing Company or the Individual Purchaser shall complete all Voucher Incentive Program and the California Air Resources Board (CARB) Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP) forms, which may include but are not limited to a HVIP Voucher Request Form, a HVIP Voucher Redemption Form, and a Vehicle Inspection Form. The undersigned agrees that these forms, and any others required by the CARB HVIP Program as it may be revised from time to time, shall become part of this Voucher Agreement whether or not they are attached hereto.
2. The undersigned, as an authorized representative of the Purchasing Company or the Individual Purchaser has read, understands and agrees that the Purchasing Company or the Individual Purchaser shall comply with the Voucher Incentive Program requirements as specified herein. If the truck(s) is leased, the Lessee must also read, understand and agree to comply with the Voucher Incentive Program requirements as specified herein and sign the Voucher Incentive Program Voucher Agreement in addition to the Purchasing Company or the Individual Purchaser.
3. The Purchasing Company or the Individual Purchaser shall apply the voucher funds to the purchase price of one or more eligible zero-emission trucks, as identified in the HVIP vehicle list of zero-emission trucks, and will use the truck(s) for port drayage operations at the Port of Los Angeles and Port of Long Beach.
4. The Purchasing Company, Individual Purchaser, or Lessee shall register the truck(s) in the San Pedro Bay Ports Drayage Truck Registry (PDTR) and provide drayage services to POLA container terminals within 60 days of delivery of the truck(s) (<https://pdtr.cleanairactionplan.org/Default.aspx>). Delays due to lack of available infrastructure will be reviewed on a case by case basis.
5. The Purchasing Company, Individual Purchaser, or Lessee shall remain registered, and in good standing, under the PDTR for three years from the Date of Voucher Redemption. In order to remain in good standing within the PDTR, the Purchasing Company or Individual Purchaser shall:
 - A. Comply with all local, state, and federal rules and regulations applicable to drayage truck operations including but not limited to labor, safety, and transportation requirements; and
 - B. Comply with Concession and PDTR insurance requirements.
6. The Purchasing Company, Individual Purchaser, or Lessee shall provide drayage services at the San Pedro Bay Ports (defined as the Port of Los Angeles and the Port of Long Beach) by performing at least 50 trips a year, per participating truck, for three years following the date of voucher redemption.
 - A. A trip is defined as a single loaded gate entry to a container terminal at the San Pedro Bay Ports.
 - B. At least half (i.e., 25 trips) of each annual 50 trip minimum shall be calls at POLA container terminals.
7. The Purchasing Company, Individual Purchaser, or Lessee shall complete the HVIP annual usage survey, including any additional questions from the POLA Voucher Incentive Program for each year during the three years following the Date of Voucher Redemption.
8. The Purchasing Company, Individual Purchaser, or Lessee shall provide written responses to all reasonable written requests for additional information submitted by the City of Los Angeles Harbor Department, or its

Voucher ID:

**Port of Los Angeles (POLA)
Zero-Emission Truck Voucher Incentive Program
Voucher Agreement**

- designee, about the zero-emission truck(s) for three years following the Date of Voucher Redemption.
9. The Purchasing Company or Individual Purchaser agrees that the voucher(s) issued pursuant to this Voucher Request Form shall be applied solely toward the purchase of the truck(s) approved under the Voucher Incentive Program. Voucher(s) shall be null and void if used for purchase/lease of different truck(s) than as approved under this Voucher Agreement, if a different dealer/manufacturer is used than as set forth herein, or if Purchasing Company or Individual Purchaser fails to comply with the Voucher Incentive Program requirements.
10. The Purchasing Company or Individual Purchaser agrees that the City of Los Angeles reserves all rights and remedies available under law to enforce the terms of this Voucher Agreement and recoup from the Purchasing Company or Individual Purchaser any or all incentive funding it received pursuant to the Voucher Incentive Program.

PURCHASING COMPANY OR INDIVIDUAL PURCHASER SIGNATURE

The undersigned, a representative of the Purchasing Company authorized to execute this Voucher Agreement, or the Individual Purchaser, and Lessee (if applicable) hereby certify that the signatory agrees to comply with all POLA Zero-Emission Truck Voucher Incentive Program Terms and Conditions set forth herein. The undersigned signatories affirm that the above information is true and correct and that the Purchasing Company, Individual Purchaser or Lessee will notify the City of Los Angeles Harbor Department, or its designee, if any of the information set forth herein changes or otherwise ceases to be true and correct.

Purchasing Company or Individual Purchaser Name:	Date:
Owner/Officer Signature:	Print Name:
Lessee Name (if applicable):	Date
Lessee Signature:	Print Name:

CITY OF LOS ANGELES HARBOR DEPARTMENT SIGNATURE

Title:	Date:
Signature:	Print Name:

Administrative Purposes Only

Initial Review

POLA Internally Reviewed By:

Voucher ID:

**Port of Los Angeles (POLA)
Zero-Emission Truck Voucher Incentive Program
Voucher Agreement**

Final Review

Final Voucher Amount:	VIN:
Date of Voucher Redemption:	POLA Internally Reviewed By:

Voucher ID: