

# CALeVIP 2.0 Fast Charge California Project

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Terms and Conditions for  
Applications Processed to  
Funds Reserved After 11/6/25

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## 1. Definitions.

When a term listed below is used in this document, it shall have the meaning defined below. While these term definitions are intended to mirror those contained in the Implementation Manual, to the extent the terms defined below are inconsistent with those contained in these FCCP-1 Terms and Conditions, the terms in this document shall supersede those contained in the FCCP-1 Implementation Manual.

**Active Application/Project:** An Active Application/Project is any Application that currently has Funds Reserved under CALeVIP 1.0, CALeVIP 2.0, or Communities in Charge.

**Application:** The form submitted by the Applicant through the Application Portal on the CALeVIP Website to apply for FCCP-1 funding.

**Applicant:** The individual or entity designated by the Incentive Recipient as the Applicant on the Application.

**Application Reassociation Form:** The form is used by the Incentive Recipient to replace the Applicant on the Application with another individual or entity.

**Application Date:** The date on which an Application is submitted via the Application Portal on the CALeVIP Website and acknowledged as received by the Program Administrator.

**Application Manager:** The individual designated in the Application as the person responsible for managing all activities related to an Application on behalf of the Applicant and Incentive Recipient. The Application Manager must be designated from amongst the Applicant, Incentive Recipient, Site Owner, or Property Owner.

**Application Portal:** The link on the CALeVIP Website providing access to the Application.

**Application Window:** The time frame during which Applicants can apply for incentive funding under FCCP-1. This time frame may be extended and/or modified in the sole and absolute discretion of the Program Administrator acting in concert with CEC.

**Authority Having Jurisdiction (AHJ):** An entity with the authority to review the plans and design of a Proposed Installation against codes, standards, and regulations it enforces within its jurisdiction.

**Battery Electric Vehicle (BEV):** A vehicle that is propelled by electric motors and powered solely by energy stored in rechargeable batteries. These vehicles do not have an internal combustion engine.

**CEC:** The California Energy Commission.

**CALeVIP 1.0:** The initial phase of the California Electric Vehicle Infrastructure Project launched by the CEC. Under the CEC Grant Agreement ARV- 16-017 Terms and Conditions, the Program Administrator implemented thirteen (13) regional projects for CALeVIP 1.0.



**CALeVIP 2.0:** The second phase of the California Electric Vehicle Infrastructure Project started by the CEC for Light-Duty Electric Vehicle Charger Incentive Projects throughout California, including GSPP-1 and GSPP-2, and FCCP-1. Under the Grant Agreement, the Program Administrator implements CALeVIP 2.0.

**CALeVIP Website:** The website located at [www.calevip.org](http://www.calevip.org).

**CHAdeMO:** A Japanese-developed standard for electric vehicle DC fast charging.

**Charger:** A device used to convert and regulate alternating current power into direct current power to transfer energy into a battery. A Charger can be located on an electric vehicle (onboard charger) for AC charging or outside of the electric vehicle for DC charging.

**Charger Owner:** The individual or entity who owns the charger(s) for which the incentive recipient received incentive funding from the CALeVIP 2.0/FCCP-1 program.

**Charging Port:** A DC Fast Charger “energy access point” that may be shared by one or more connectors attached to the DC Fast Charger. The number of charging ports on a DC Fast Charger determines how many connectors can simultaneously output power into an electric vehicle. For purposes of FCCP-1, only charging ports capable of at least a 150-kW Guaranteed Output are considered “Charging Ports.” Any DC Fast Charger port not capable of at least a 150-kW Guaranteed Output are not “Charging Ports” under FCCP-1 and are not eligible for funding.

**Charging Stall:** A designated spot in a parking lot or charging hub where vehicles park for electric vehicle charging.

**Charging Station:** A location with one or more Charging Ports at a single address.

**Checkpoint Milestone Stage:** An Applicant has ninety (90) days after the Funds Reserved Date to upload proof of the order for the Installation Site’s charging equipment and switchgear, Issued Permit, and Final Utility Service Design.

**City/County/Private-ly-Owned Parking Lot or Garage:** A publicly or privately owned parking building or lot that provides parking spaces to the public (i.e., public parking is Primary Use).

**Combined Charging Standard (CCS):** An internationally developed standard (also known as SAE J1772 Combo) for electric vehicle DC fast charging.

**Communities in Charge (CIC):** An incentive program authorized through the CEC Grant Funding Opportunity GFO-20-607, the second Block Grant for Light-Duty Electric Vehicle Charger Incentive Projects throughout California. The program is administered by CALSTART and provides rebates for Level 2 Chargers.

**Collaborator:** An individual added by an Applicant to an Application who can act on the Applicant’s behalf as provided for in these FCCP-1 Terms and Conditions.



**Construction Progress Tracker (CPT):** The system used in FCCP-1 to track the construction progress of Applications that have Funds Reserved Status.

**CSE:** The Center for Sustainable Energy, the Program Administrator.

**Disadvantaged Communities (DACs):** A disadvantaged community census tract, as defined by the California Climate Investments Priority Populations Map:  
[https://gis.carb.arb.ca.gov/portal/apps/experiencebuilder/experience/?id=5dc1218631fa46bc8d340b8e82548a6a&page=Priority-Populations-4\\_0](https://gis.carb.arb.ca.gov/portal/apps/experiencebuilder/experience/?id=5dc1218631fa46bc8d340b8e82548a6a&page=Priority-Populations-4_0).

**DAC/LIC/Tribal Applications:** Applications in which one hundred percent (100%) of all DC Fast Chargers in the Proposed Installation are in a DAC, LIC, or on Tribal Land.

**DAC/LIC/Tribal Priority Rule:** All DAC/LIC/Tribal Applications shall be given processing priority over all other Applications received on or after the Receipt Date of the DAC/LIC/Tribal Application.

**DC Fast Charger (DCFC):** A device that provides direct current to support charging at high power with inputs of 480+ volts and output power ranges of 20 kW to over 350 kW.

**Electric Vehicle Infrastructure Training Program (EVITP):** A program developed by industry stakeholders including automakers, EVSE manufacturers, educational institutions, utility companies, and electrical industry professionals; and provides training and certification for electricians installing electric vehicle supply equipment. EVITP certification requirements are mandated by California Public Utilities Code Section 740.20.

**Electric Vehicle Service Provider (EVSP):** A business that provides one or more services to a Charging Station, including EVSE installation, maintenance services, and networking services.

**Eligible Costs:** Incurred and paid costs that these FCCP-1 Terms and Conditions and the FCCP-1 Implementation Manual classify as eligible for inclusion in the calculation of the Incentive Payment to be made in connection with an Application in FCCP-1.

**Electric Vehicle Supply Equipment (EVSE):** The system that transfers electricity from a power source to an electric vehicle for the purpose of recharging its batteries. However, the EVSE does not necessarily convert and regulate alternating current power into direct current power to transfer energy into a battery. A DCFC is one type of EVSE.

**Eligible Equipment:** Equipment that meets the requirements for equipment eligible for use in FCCP-1 as set forth in the FCCP-1 Implementation Manual.

**Eligible Equipment List:** The list of Eligible Equipment found at the CALeVIP Website.

**Eligible Network Provider:** A Network Provider listed on the Eligible Network Providers Dashboard and meets the network provider requirements listed in the FCCP-1 Implementation Manual.

**Eligible Network Providers Dashboard:** A dashboard listing eligible network providers for CALeVIP 2.0 projects, available on the CALeVIP Website.

**Eligible Site:** A site eligible for the placement of a Proposed Installation in FCCP-1.

**Energy Storage System (ESS):** A device or group of devices that store energy in a variety of formats, including chemical energy, thermal energy, mechanical energy, and potential energy. Battery ESS equipment is an Eligible Cost when directly supporting eligible EVSE but does not increase the Incentive Amount Limit.

**Fast Charge California Project (FCCP):** The second incentive project under CALeVIP 2.0.

**FCCP-1:** The first funding round under the FCCP. There may or may not be additional funding rounds in the FCCP.

**FCCP-1 Eligibility Requirements:** The comprehensive set of eligibility requirements contained in the FCCP-1 Implementation Manual and these FCCP-1 Terms and Conditions.

**FCCP-1 Implementation Manual:** The document detailing the FCCP-1 rules, eligibility guidelines, applicant requirements, and project definitions.

**FCCP-1 Terms and Conditions:** The Terms and Conditions posted for FCCP-1 on the CALeVIP Website at <https://calevip.org/document-library>. The most recent version of the FCCP-1 Terms and Conditions posted to the CALeVIP Website will be considered the FCCP-1 Terms and Conditions and will supersede any previous versions.

**FCCP Extension and Cancellation Appeal Policy:** The policy and process regulating extensions and cancellations of Applications. The most recent version is posted on the CALeVIP Website.

**Final Document Submission:** The documentation submitted in the Final Verification Stage as further described in the FCCP-1 Implementation Manual.

**Final Utility Service Design:** The final design of the new or upgraded utility service being provided to the Installation Site for the Proposed Installation. To qualify to be classified as the Final Utility Service Design, the design must be approved by both the utility and the Applicant and indicate that the service will meet or exceed the Minimum Site Output Capacity.

**Final Verification Stage:** The stage in which required documents and costs for the Proposed Installation described in the Application are submitted, reviewed, rejected, resubmitted, and/or approved for reimbursement through an Incentive Payment.

**Funds Reserved Amount:** The dollar amount reserved on the Funds Reserved Date to make payments for Eligible Costs related to an Application.

**Funds Reserved Date:** The date on which funds are reserved to make payments for Eligible Costs related to an Application.



**Funds Reserved Expiration Date:** The date 450 days after the Funds Reserved Date.

**Funds Reserved Status:** An Application that has met all program eligibility requirements, is deemed complete, and for which Incentive funds have been reserved.

**Golden State Priority Project (GSPP):** Part of the California Electric Vehicle Infrastructure Project, specifically the initial incentive project under CALeVIP 2.0.

**Grant Agreement:** CEC Grant Agreement ZVI-21-007 Terms and Conditions, including all Special Terms and Conditions, as amended.

**GSPP-1:** The Golden State Priority Project's first funding round.

**GSPP-2:** The Golden State Priority Project's second funding round.

**Guaranteed Output:** The maximum power rating for each Charging Port when all Charging Ports are in use.

**Incentive:** The financial rebate provided to reimburse an Incentive Recipient for Eligible Costs submitted by an Applicant in connection with a Proposed Installation.

**Incentive Amount Limit:** The total Incentive Payment that can be made on a single Application is limited to one hundred percent (100%) of the Eligible Costs as further reduced by Installation Site limitations, Applicant Incentive Cap limitations and other limitations defined in these FCCP-1 Terms and Conditions and the FCCP-1 Implementation Manual, up to the Funds Reserved Amount for the Application.

**Incentive Payment:** The amount of the Incentive that the Program Administrator determines should be paid to the Incentive Recipient to reimburse Eligible Costs related to an Application under the rules and regulations imposed by these FCCP-1 Terms and Conditions and the documents incorporated therein, including the FCCP-1 Implementation Manual.

**Incentive Recipient:** The individual or entity identified in the Application as the individual or entity applying to receive the Incentive Payment to reimburse Eligible Costs submitted by an Applicant in connection with a Proposed Installation. The term "Applicant Organization," as used in the GSPP shall have no meaning in the FCCP-1 and is superseded and replaced by the definitions contained in these FCCP-1 Terms and Conditions.

**Installation Address:** The street address at which the Proposed Installation will be installed.

**Installation Data Form:** A questionnaire about a specific Application's Proposed Installation that is to be completed and submitted through the user dashboard during the Final Verification Stage.

**Installation Site:** The location where the Proposed Installation will be installed.

**Issued Permit:** The permit(s) provided by the AHJ indicating that the Proposed Installation's design meets the AHJ's requirements and complies with all laws, rules, codes, and regulations. Some installations with solar and/or ESS may require permits from multiple AHJs.



**J3400:** The version of the NACS connector standardized by the Society of Automotive Engineers for industrywide adoption.

**Light-Duty Fleet:** Groups of motor vehicles owned or leased by a business, government agency, or other organization rather than by an individual or family. A Proposed Installation cannot have Light-Duty Fleet as its Primary Use and retain eligibility for FCCP-1. Additionally, the Primary Use of the Proposed Installation must be to serve light-duty vehicles but can serve medium and heavy-duty vehicles as a secondary use. Primary Use of the Proposed Installation cannot be for medium or heavy-duty vehicles.

**Light-Duty Vehicle:** A vehicle with a gross vehicle weight rating of 8,500 pounds or less.

**Level 2 Charger:** An electric vehicle charger that delivers electricity to a plug-in electric vehicle's on-board charger at a minimum rate of 6.2 kw and utilizes the SAE J1772 or J3400 charging connector.

**Low-Income Community (LIC):** A low-income community census tract, as defined by the California Climate Investments Priority Populations Map:  
[https://gis.carb.arb.ca.gov/portal/apps/experiencebuilder/experience/?id=5dc1218631fa46bc8d340b8e82548a6a&page=Priority-Populations-4\\_0](https://gis.carb.arb.ca.gov/portal/apps/experiencebuilder/experience/?id=5dc1218631fa46bc8d340b8e82548a6a&page=Priority-Populations-4_0).

**Major Highway:** An interstate highway, U.S. federal highway, or California state highway.

**Medium and Heavy-Duty Vehicles:** Vehicles with a gross vehicle weight rating of over 8,500 pounds.

**Minimum Site Output Capacity:** Total power that must be provided to electric vehicles when all funded Charging Ports at the Proposed Installation are in use. To meet the minimum site output capacity requirement for eligibility under the FCCP-1, the Proposed Installation must have four (4) Charging Ports capable of simultaneously outputting 150 kilowatts (kW), for a total of 600 kW minimum simultaneous site output capacity. Proposed Installations with more than four (4) Charging Ports must guarantee an additional 150 kW of site output capacity for every additional funded Charging Port. Proposed Installations with Charging Ports incented at the 275 kW+ level must guarantee at least 275 kW of site output for every Charging Port incented at the 275 kW+ level.

**Nationally Recognized Testing Laboratory (NRTL):** An independent laboratory recognized by the Occupational Safety and Health Administration to test products to applicable product safety standards.

**Network Agreement Acknowledgement:** An acknowledgement form that requires an Incentive Recipient to obtain a Network Service Agreement for DCFCs at the Proposed Installation in order to receive an Incentive Payment.

**Network Provider:** A business that manages the network operations centers to manage the software, database, and communication interface that enables operation of each Charging Port at the Charging Station located at the Proposed Installation.

**Network Service Agreement:** An agreement with an eligible Network Provider to provide network services for DCFS at the Installation Site.

**New Site:** A type of installation where no electrical infrastructure except for pre-installation conduit is in place at the Installation Site on the Receipt Date of the Application.

**North American Charging Standard (NACS):** A connector design developed by Tesla that is capable of both Level 2 and DCFC charging.

**Obligated Parties:** Collectively, the Applicant, the Charger Owner, the Incentive Recipient, the Site Owner, and/or the Property Owner.

**Occupational Safety and Health Administration (OSHA):** A U.S. regulatory agency within the U.S. Department of Labor that sets standards and enforces regulations regarding workplace safety and health across various industries.

**Period of Non-Compliance:** The number of days, months, or years during which the Installation Site failed to meet applicable operational, uptime, reliability, data reporting, or public access requirements.

**Plug-in Electric Vehicle (PEV):** A vehicle that can be plugged into an electrical outlet or charging device to recharge its battery. There are two types of plug-in electric vehicles: battery electric vehicles and plug-in hybrid electric vehicles.

**Plug-in Hybrid Electric Vehicle (PHEV):** A vehicle that is propelled by electric motors and an internal combustion engine. This type of vehicle is powered partially by energy stored in rechargeable batteries, with the remaining energy coming from gasoline or diesel.

**Primary Use:** The type of use of the Site that represents more than fifty percent (50%) of total Site use.

**Program Administrator:** The Center for Sustainable Energy (CSE).

**Property Owner:** The individual or entity who has the legal right to use, sell, or transfer a piece of property on which an Installation Site is located.

**Proposed Installation:** Refers to the entire scope of the Charging Station that is proposed in the Application for installation at the Installation Site.

**Receipt Date:** The date on which an Application is submitted to Program Administrator via the Application Portal and is recorded as received in the Application Portal.

**SAE J1772:** North American standard for electrical connectors for electric vehicles.

**Secondary Use:** Use of the Site that represents less than fifty percent (50%) of total Site use.

**Site:** Developed real property substantially under the common control of a single entity serving residents, employees, customers, and/or guests for a common purpose.

**Site Owner:** The individual or entity that owns and controls the Installation Site, in full or in part, and is granted authorization from the Property Owner for the installation of the Proposed Installation to occur in compliance with all FCCP-1 Eligibility Requirements.

**Stub-Out/Make-Ready:** A type of installation where an existing installation site is wired with all the electrical infrastructure needed to support installation of EVSE. Includes at least 2-inch minimum spare conduit run with pull rope that is sized, installed, and located per the National Electrical Code for future installation of wiring supporting, at minimum, a 150 kW DCFC load.

**Site Verification Form (SVF):** The form completed and signed by the Applicant, Property Owner, and Site Owner as a part of the Application. A copy of the current version of the SVF can be found on the CALeVIP Website.

**Tier 1 Application:** An Application with both a Final Utility Service Design and Issued Permit on the Receipt Date.

**Total Applicable Requirement Period:** The full six (6) year obligation period, or such shorter or longer period as required by applicable program documents or regulation.

**Total Approved Costs:** The sum of the Eligible Costs incurred and paid in connection with the Application that are eligible for reimbursement to the Incentive Recipient pursuant to these FCCP-1 Terms and Conditions.

**Tribal Land (TL):** Land owned by Native American tribes or held in trust by the federal government for the benefit of tribes.

**Uptime:** The amount of time during which the EVSE hardware and software are both online and available for use, or in use, and the Charging Port successfully dispenses electricity in accordance with the Minimum Site Output Capacity requirement. As defined by:

$$\frac{([\text{Total Standard Hours of Operation} - \text{Downtime} + \text{Excluded Downtime}] / [\text{Total Standard Hours of Operation}]) * 100 \text{ percent.}}$$

All Uptime will be monitored in compliance with AB 2061 (Chapter 345, Statutes of 2022).

## 2. Agreement to FCCP-1 Terms and Conditions Required for Eligibility.

The Applicant's agreement to these FCCP-1 Terms and Conditions, including any provisions incorporated by reference, all as may be amended from time to time in the sole and absolute discretion of the Program Administrator, is required for eligibility for participation in FCCP and is a condition precedent to participation in FCCP-1. The Applicant shall signify its agreement to these FCCP-1 Terms and Conditions by checking the box on the Application next to the statement expressly declaring the Applicant's agreement to be bound by these FCCP-1 Terms and Conditions. In checking the box to signify Agreement to the FCCP-1 Terms and Conditions, the Applicant is acting for and on behalf of the Property Owner, Site Owner, Collaborators, and Incentive Recipient, and represents and warrants that it has obtained the express approval from the Property Owner, Site Owner, Collaborators, and Incentive Recipient to agree on behalf of the Property Owner, Site Owner, Collaborators, and Incentive Recipient to these FCCP-1 Terms and Conditions by checking the box signifying agreement. The checking of the box formally binds the Applicant, Property Owner, Site Owner, Collaborators, and Incentive Recipient to these FCCP-1 Terms and Conditions.

## 3. Documents Incorporated By Reference; Complete Agreement.



**A. Documents Incorporated By Reference.**

The following documents, including any exhibits that may be attached to the documents, are hereby incorporated by reference into the FCCP-1 Terms and Conditions in full and as fully a part of these FCCP-1 Terms and Conditions as if incorporated verbatim herein:

1. Application
2. Site Verification Form (SVF)
3. Applicant Reassociation Form
4. FCCP Extension and Cancellation Appeal Policy
5. FCCP-1 Implementation Manual (IM). The most current version of the FCCP-1 Implementation Manual posted to the CALeVIP Website at <https://calevip.org/document-library> is the version applicable to FCCP-1. The most recent version of the Implementation Manual posted to the site will be considered the FCCP-1 Implementation Manual and will supersede any previous versions.
6. Grant Agreement
7. Public Works Certification

**B. Grant Agreement Flow-Down Terms.**

Unless otherwise specified, all requirements imposed on the Program Administrator by the flow-down clauses shall also apply to the Obligated Parties participating in the FCCP-1. Flow-down clauses specified in the Grant Agreement include, but are not necessarily limited to, the clauses specified in Exhibit C, of the Grant Agreement, including all Special Terms and Conditions.

Other documents incorporated include:

Assembly Bill No. 841 (2020); California Public Utilities Code Section 740.20

California Labor Code § 1720 et seq. and Cal. Code Regs. tit. 8, § 16000 et seq.: Public Work – Payment of Prevailing Wages

Fair Employment and Housing Act (Cal. Gov't Code § 12990 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs. tit. 2, § 11000 et seq.)

**4. Order of Precedence.**

In case of conflict between or among the terms of these FCCP-1 Terms and Conditions and the document(s) incorporated by reference, the provisions of the following documents shall take precedence in the following order: (1) Grant Agreement, as amended; (2) FCCP-1 Terms and Conditions, as may be amended from time to time; and (3) FCCP-1 Implementation Manual.

**5. Revision of FCCP-1 Terms and Conditions.**

**A. Amendment.** The Program Administrator, acting in its sole and absolute discretion at any time, shall have the right to revise these FCCP-1 Terms and Conditions, the FCCP-1 Implementation



Manual Application, Site Verification Form, the Extension and Cancellation Appeal Policy, and all other forms used in the administration of the FCCP-1.

**B. Effective Date.** Amended documents shall become effective upon posting to the CALeVIP Website. The most recent version of each such document supersedes all earlier versions.

**6. Applicant and Incentive Recipient Eligibility for Application Submission.**

**A. Applicant.** To be eligible to be an Applicant, the individual or entity must meet the requirements listed hereinbelow:

1. The individual or entity must have been authorized by the Incentive Recipient to file the Application.
2. If the Applicant is an entity, the entity must:
  - a. be classified into one of the five categories listed in Section 6.B. below; and
  - b. be currently registered to do business in California and be in good standing with respect to that registration.

**B. Incentive Recipient.** The Incentive Recipient must be an individual or entity and, if an entity, must be classified into one of the five categories listed below and have a good standing status with respect to that registration:

1. A Corporation, Limited Liability Company (“LLC”), Limited Partnership (“LP”), General Partnership (“GP”), or Limited Liability Partnership (“LLP”), as defined by the California Secretary of State, that is based in California or has a California-based affiliate;
2. A Sole Proprietorship that is based in California or has a California-based affiliate; provided however that Sole Proprietorships should apply under the individual’s name;
3. A Non-Profit Organization that is based in California or has a California-based affiliate;
4. A government entity that is based in California or has a California-based affiliate; or
5. A California Native American Tribe listed with the Native American Heritage Commission at the time of application.

**C. DBAs, alternative or fictitious business name, assumed name, or trade name.** Entities doing business as (“DBA”), using an alternate or fictitious business name, assumed business name, or trade name, must apply under the name of the legally registered entity, which must meet one of the five above-listed categories, be registered to do business in California, and be in good standing with respect to that registration.

**D. Applicant Replacement.** The Incentive Recipient has the discretion to replace the Applicant. Replacement is effectuated by completion on that Application Reassociation Form, which can be accessed on the CALeVIP Website through the document library and be submitted via email to [calevip@energycenter.org](mailto:calevip@energycenter.org). Applicant replacement becomes effective once approved by the Program Administrator. An Applicant replaced pursuant to this provision of the FCCP-1 Terms and Conditions will

remain liable for compliance with these FCCP-1 Terms and Conditions during their tenure as an Applicant. A new Applicant must agree to these FCCP-1 Terms and Conditions at the time of replacement and agreement is a condition precedent to the replacement becoming effective.

#### **7. Exclusion from FCCP-1.**

The Program Administrator and the CEC, shall each have the separate power, acting in their separate sole and absolute discretion at any time, to exclude entities from participating in FCCP-1 as Applicants, Charger Owners, Incentive Recipients, Collaborators, Site Owners, Property Owners, equipment providers, contractors, or in other capacities, for any of the reasons listed below. Should an Applicant, Charger Owner, Incentive Recipient, Site Owner or Property Owner be excluded, the Application will be cancelled. Should equipment providers, contractors or other entities involved in some capacity with an Application be excluded, the Applicant will be directed to remove the excluded entity from participation. Should the Applicant fail to remove the excluded entity from participation, the Application may be cancelled by the Program Administrator and CEC, each acting in their sole and absolute discretion at any time. CEC may also, in its absolute and sole discretion, bar any and all Obligated Parties from future participation in CEC funding opportunities, in the event that an Obligated Party does not comply with the requirements, whether or not CEC demands an Obligated Party repay any amount. The right to exclude entities from participating in FCCP-1 does not in any limit any other rights and remedies the Program Administrator and CEC each have under FCCP-1.

#### **A. Poor Performance Exclusion.**

The Program Administrator and/or CEC may exclude certain entities from participating in CALeVIP 2.0, either directly or indirectly, as Applicants, Incentive Recipients, equipment providers, contractors, or other entities whose involvement might otherwise delay, obstruct, or prevent the completion of a project site. The following circumstances will be followed:

- 1. Noncompliance with Applicable Laws:** Entities found to be in violation of any applicable U.S. federal, California state, and local laws, ordinances, rules, codes, standards, or regulations may be excluded from participating in the program.
- 2. Noncompliance with Program Requirements:** Entities that fail to meet or adhere to the requirements, guidelines, or standards established by the CALeVIP 2.0 project, or those who engage in conduct that undermines the integrity or effectiveness of CALeVIP 2.0, may be excluded from participation. The use of Bots and/or other Automated Submission Processes to submit CALeVIP 2.0 applications may also result in entity exclusion from participation in CALeVIP 2.0 programs.
- 3. Noncompliance with Separate Programs:** Entities that are found to be noncompliant with requirements imposed under separate programs, whether mandated by law or implemented by other entities, or who have been debarred or suspended from contracting with federal, state, or local governments may be excluded from participating in CALeVIP 2.0 at the sole discretion of the Center for Sustainable Energy and the California Energy Commission.
- 4. Unreasonable Delays or Conduct:** Entities that cause unreasonable delays in project completion, exhibit conduct detrimental to the objectives of CALeVIP 2.0, or engage in activities that compromise the efficiency or fairness of CALeVIP 2.0, may be excluded from participation.

**B. Litigation.** The Program Administrator, has the power, acting in its sole and absolute discretion at any time, to exclude persons or entities from participating in FCCP-1 if such person or entity



is a party to any legal action that could impact the completion or operation of a Proposed Installation or disbursement of Incentives.

**C. Applicant Cap.** No Incentive Recipient may receive more than thirty-five percent (35%) of the total available project funding available for FCCP-1. Additionally, no Incentive Recipient may have more than a cumulative total of fifty (50) active applications and/or projects open across CALeVIP 1.0, CALeVIP 2.0, and Communities in Charge. For purposes of calculating the thirty-five percent (35%) and fifty (50) project limits, subsidiaries and other organizations associated with one another may be grouped as a single Incentive Recipient by the Program Administrator in its sole and absolute discretion. The Program Administrator shall have the power, acting in its sole and absolute discretion at any time to cancel any Application that causes an Incentive Recipient to exceed the limitations imposed by this section.

**8. Application Process.**

**A. Accepted Only During Application Window.** Applications will only be accepted during the Application Window. All Application information and Application documents submitted during the applicable Application Window will be deemed as final and corrections to this information will not be permitted.

**B. Collaborator Input.** The Applicant is responsible for verifying any Application information added by a Collaborator. If the Incentive Recipient determines that a Collaborator is no longer representing them or acting on their behalf, the Collaborator can be removed at the discretion of either the Applicant or the Incentive Recipient. Once removed, the Collaborator shall not be allowed to act in connection with the Application.

**C. Application Requirements.** An Application will be considered complete when Applicant submits all documents specified the FCCP-1 Implementation Manual.

**D. Reservation of Incentive Funds.** Incentive funding will be reserved to reimburse Eligible Costs submitted by an Applicant in connection with a Proposed Installation in accordance with the rules set out in the FCCP-1 Implementation Manual and these FCCP-1 Terms and Conditions.

**9. Prohibited Application Processes.**

**A. Bots and Automated Submission Processes Prohibited.** The use of bots or any other automated processes to submit Applications is expressly prohibited. The Program Administrator, in its sole and absolute discretion, shall have the power to cancel any Application found to used prohibited processes for Application submission. This cancellation can occur at any time within sixty (60) days of the Program Administrator's discovery of the use of prohibited submission processes, regardless of the state of completion of the work at the Installation Site or the status of an Application.

**B. Sharing of Login Credentials Prohibited.** Unique login credentials are required for submitting Applications. The sharing of such unique login credentials among individuals, including among individual staff within the same organization or entity, for the purposes of submitting Applications is expressly prohibited. The Program Administrator, in its sole and absolute discretion, shall have the power to cancel any Application found to violate this unique login credential requirement. This cancellation can occur at any time within sixty (60) days of the Program Administrator's discovery of the use of prohibited submission processes, regardless of the state of completion of the work at the Installation Site or the status of an Application.



## **10. Post-Application Process.**

Following the Receipt Date, continued eligibility for an Incentive Payment requires an Applicant to follow the process defined in the FCCP-1 Implementation Manual. This process includes, but is not limited to, Checkpoint Milestone Stage documents submission, use of the Construction Project Tracker, and Final Verification Stage document submission.

## **11. Final Verification Phase.**

To qualify for an Incentive Payment, an Applicant must, prior to the Funds Reserved Expiration Date, comply with all Final Verification Phase requirements detailed in the FCCP-1 Implementation Manual. Failure to make the submissions required will result in cancellation of the Application and revocation of Funds Reserved Status.

## **12. Post Incentive Payment Obligations.**

The Obligated Parties shall meet the post Incentive Payment obligations defined in the FCCP-1 Implementation Manual, including but not limited to, Section C. Incentive Recipient Duties and Requirements, Paragraph 11 Operational Requirements, and:

- A.** Ensuring the DCFCs installed as part of the Proposed Installation remain at the same location and in compliance with the operational requirements specified in FCCP-1 Implementation Manual for a period of six (6) years.
- B.** Maintaining a six (6) year Network Service Agreement for the Proposed Installation.
- C.** Remaining available for follow-up inspection during the six (6) year period by the Program Administrator or the CEC.
- D.** Participating in voluntary ongoing research of the Program Administrator to support the goals of CALeVIP 2.0.
- E.** Agreeing to allow the CEC to utilize Application data for publicly available tools.
- F.** Providing six (6) years of operating data, including session and interval data, to the Program Administrator through the data upload processes made available by the Program Administrator and providing such other data as may be required in the FCCP-1 Implementation Manual.

In the event the CEC or the Program Administrator determines that the Incentive Recipient has failed to comply with any operational, reliability, uptime, data reporting, or public access requirement during the six (6) year post-Incentive Payment obligation period, the Incentive Recipient shall repay a pro-rated portion of the Incentive Payment.

The pro-rated amount shall be calculated based on the date or period of non-compliance relative to the length of the applicable operational, reliability, or public access requirement period. Unless otherwise specified in the FCCP-1 Implementation Manual or required by regulation, the applicable requirement period shall be six years from the date of Incentive Payment.

The repayment amount shall be determined as follows:

Repayment Amount = (Incentive Payment Amount) × (Period of Non-Compliance ÷ Total Applicable Requirement Period)



For purposes of this calculation: Uptime requirements and related operational standards are detailed in the CALeVIP 2.0 FCCP-1 Program Documents, including the Implementation Manual, and as required by applicable regulation.

The Program Administrator and CEC retain the sole and absolute discretion to require repayment of up to the full Incentive Payment in cases of material breach, intentional misconduct, fraud, abandonment of the Installation Site, or sustained non-compliance.

If the CEC or CSE determines, in their sole and absolute discretion, that installed chargers require excessive additional usage fees (e.g. parking lot entrance fees), have charging costs in excess of industry norms, OR that the chargers have restricted parking lot access and are not accessible to the public in accordance with the site type definitions and rules outlined in the Implementation Manual, CEC or the CSE may require the Incentive Recipient to repay up to the entire incentive received to CSE, and CEC or CSE may deny or cancel the application prior to the site receiving its final incentive payment. Checks should be made payable to Center for Sustainable Energy and sent, within 30 calendar days of receipt of a written request for repayment from CSE, to the following address:

Center for Sustainable Energy  
3980 Sherman Street  
Suite 170  
San Diego, CA 92110

**13. Costs.**

**A. Eligible Costs.** Reserved funds may only be used to reimburse costs considered Eligible Costs.

**B. Ineligible Costs.** Costs that are ineligible for reimbursement with an Incentive Payment within the FCCP-1 are specified in the FCCP-1 Implementation Manual.

**14. Costs Reimbursed Through Incentives Other than FCCP-1 Incentives Ineligible-Stacking Prohibition.**

**A. Stacking Prohibition.** A FCCP-1 Incentive Payment cannot be stacked or combined with any other incentives, grants, or funding to complete an Application. The prohibition against stacking applies to the following: Other CEC funding sources; Investor-Owned Utility charger programs, Publicly-Owned Utility programs; Air District Programs; or Community Choice Aggregator. The following list of funding/incentives shall be the only exceptions allowable for FCCP installations regarding the stacking rule: Revenue from Low Carbon Fuel Standards; Federal funding (including federal tax credits and incentives); Utility Tarriff Rule 29 & 45; Local Governments can use local, state or federal funding for costs not covered by the flat-based rebate as long as those funds are not a result of participation in an EV charging infrastructure incentive or rebate program; and Applicants may use other funding sources not listed to cover ineligible project costs, not to exceed 100% of overall project costs. . Once approved for payment, an Applicant with Funds Reserved in FCCP-1 is eligible to receive an incentive to help cover Eligible Costs incurred by the Incentive Recipient, up to the amount of Funds Reserved for the Application. Final Incentive Payment may not exceed more than one hundred percent (100%) of the eligible total Proposed Installation costs incurred and paid by the Incentive Recipient. If an Incentive Recipient is determined to have stacked or combined other incentive funding with FCCP-1 incentive funding, the Program Administrator, acting in concert with the CEC, shall have the sole and absolute discretion to

require recoupment of FCCP-1 incentive funds in an amount equal to the stack funds and to seek all fees and costs associated with the effort to recoup the funds.

**B. Attestation and Recoupment.** An Incentive Recipient must attest it has not been reimbursed for costs to be paid with Funds Reserved Amount from any incentive funding other than FCCP-1. If an Incentive Recipient is determined to have stacked/combined prohibited other incentive funding with FCCP-1 incentive funding, the Program Administrator acting in concert with CEC, shall have the sole and absolute discretion to require recoupment of any Incentive Payment in an amount equal to the funding received from other than FCCP-1 and to seek all fees and costs associated with the effort to recoup the funds.

**15. Incentive Disbursement.**

**A. Eligible Costs Paid and Incurred; Timing.**

Following completion of the document submission and other requirements for the Final Verification Stage as set out in the FCCP-1 Implementation Manual, the Program Administrator shall set the Incentive Payment.

**B. Incentive Amount Limit.**

The total Incentive Payment that can be made on a single Application is limited to one hundred percent (100%) of the Eligible Costs as further reduced by Installation Site limitations, Applicant Incentive Cap limitations and other limitations defined in these FCCP-1 Terms and Conditions and the FCCP-1 Implementation Manual, up to the Funds Reserved Amount for the Application.

**C. Assignability Prohibited and Transfer Attempts May Result In Application Cancellation.**

The Incentive Payments must be made directly to the Incentive Recipient and may not be assigned or in any way transferred. Agreements or other arrangements purporting to transfer the right to receive Incentive Payments are null and void and the Program Administrator shall have power, acting in its sole and absolute discretion at any time, to revoke Reserved Funding Status and cancel an Application where it has been discovered that an effort was made to transfer the Incentive Payment in violation of these FCCP-1 Terms and Conditions.

**D. Timing and Form of Payment; Six (6) Month Limit for Presentment.**

The Program Administrator will make the Incentive Payment in accordance with the options and timing described in the FCCP-1 Implementation Manual. Incentive Recipients shall have six (6) months from the date of the check to present the check for payment. Check reissuance policy is governed by the FCCP-1 Implementation Manual.

**16. Completion Deadline for Proposed Installations; Extensions.**

**A. 450 Day Deadline.**

Absent the granting of an Extension pursuant to the FCCP-1 Extension and Cancellation Appeal Policy, Proposed Installations must be completed and Applicants must have submitted all documentation required for issuance of the Incentive Payment within 450 days of the Funds Reserved Date. The Program Administrator shall have the independent authority, acting in its sole and absolute discretion at any time, to revoke Funds Reserved Status and/or cancel an Application where the 450-day deadline is not met and no extension has been granted.



**B. Deadline Extensions Generally.**

The Program Administrator shall have the authority, in its sole and absolute discretion, to grant extensions for deadlines imposed by the FCCP-1 as described in the FCCP-1 Implementation Manual and in the FCCP Extension and Cancellation Appeal Policy.

**17. Installation, Site, Equipment, Network, Network Provider, Operational Data, Record-Keeping and Research Participation, and General Requirements.**

**A. Compliance Required.** Compliance with the Installation, Site, Equipment Network, Network Provider, Operational, Data, Record Keeping and Research Participation, and general requirements, as all as detailed in the FCCP-1 Implementation Manual, is required to achieve and/or preserve Reserved Funding Status and eligibility for Incentive Payment. The Program Administrator shall have the sole and absolute discretion, acting at any time, to revoke Funds Reserved Status and/or cancel an Application for failure to comply with the requirements referenced in this section.

**B. Equipment Changes.** Changes to equipment specified in the Application can only be made using the Equipment Change Procedure described in the FCCP-1 Implementation Manual. To be eligible, any equipment being proposed as a change to equipment listed in the Application must adhere to the most current version of the Eligible Equipment List for the new equipment at the time they request the change. The Program Administrator shall have the sole and absolute discretion, acting at any time, to revoke Funds Reserved Status and/or cancel an Application for failure to comply with the requirements referenced in this section.

**18. General Terms & Conditions.**

**A. Relationship Between Program Administrator and Other Individuals and Entities.**

The relationship between the Program Administrator and any individual or entity participating in FCCP-1 is that of an independent contractor and not as an agent, employee, or representative of the Program Administrator, and all such individuals and entities Obligated Parties acknowledge that they have no authority to act for or bind the Program Administrator without it's prior written consent.

**B. Notice and Correspondence.**

The Program Administrator has the right to contact an Obligated Party at any time in connection with an Application.

**C. Assignment.**

The Incentive Recipient shall not assign any of its rights, duties, or interest in whole or in part, in the Application or Proposed Installation without the express prior written consent of the Program Administrator. Any such attempted assignment shall be void *ab initio* and the Program Administrator shall have the right in its sole and absolute discretion at any time following discovery of an attempted assignment in violation of this section to cancel the Application and/or revoke Funds Reserved Status.

**D. Change in Business.**

The Obligated Parties shall each notify the Program Administrator within thirty (30) days of the occurrence of each of the following:

1. A change of address.



2. A change in the business name or ownership.
3. A sale or change in ownership of the Installation Site.
4. The existence of any litigation or other legal proceeding affecting an Application or the Proposed Installation.
5. The occurrence at the Installation Site of any casualty or other loss to project personnel, equipment or third parties of a type commonly covered by insurance.
6. Receipt of notice of any claim or potential claim against Incentive Recipient, Applicant, Site Owner, or Property Owner, as applicable for patent, copyright, trademark, service mark and/or trade secret infringement that could affect the rights of the Program Administrator.

The Obligated Parties shall not change or reorganize the type of business entity under which it does business except upon prior written notification to the Program Administrator. A change of business entity or name change requires an amendment assigning or otherwise transferring the obligations under FCCP-1, including those imposed by these FCCP-1 Terms and Conditions and the FCCP-1 Implementation Manual to the changed entity. The Program Administrator, in its sole and absolute discretion acting at any time, shall have the right to decline to consent to such amendment and the related transfer and to cancel the Application.

#### **E. Nondiscrimination.**

During the period commencing with the Receipt Date and ending at the end of the six (6) year period of post Incentive Payment obligations, the Obligated Parties shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. The Obligated Parties shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment and shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The Obligated Party shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

#### **F. Public Works.**

1. **Generally Required by Law.** Projects that receive an award of public funds from the CEC often involve construction, alteration, demolition, installation, repair, or maintenance work over \$1,000.

**NOTE: Projects that receive an award of public funds from the CEC are likely to be considered public works under the California Labor Code. See Chapter 1 of Part 7 of Division 2 of the California Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000.**

By accepting these FCCP-1 Terms and Conditions, the Obligated Parties, as a material term of these FCCP-1 Terms and Conditions, shall be fully responsible for complying with all California Public Works



requirements including but not limited to payment of prevailing wage. Therefore, as a material term of the FCCP-1 Terms and Conditions, the Incentive Recipient must either:

- a. Proceed on the assumption that the project is a public work and ensure that:
  - i. Prevailing Wages are paid; and
  - ii. The project budget for labor reflects these prevailing wage requirements; and
  - iii. The project complies with all other requirements of prevailing wage law including but not limited to keeping accurate payroll records and complying with all working hour requirements and apprenticeship obligations.

**or**

- b. Timely obtain a legally binding determination from the California Department of Industrial Relations (DIR) or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work.

**2. Subcontractors and Flow-down Requirements.** The Obligated Parties shall ensure that its subcontractors, if any, also comply with the above requirements with respect to public works/prevailing wage. The Obligated Parties shall ensure that all agreements with their contractors/subcontractors to perform work related to any Application contain the above terms regarding payment of prevailing wages on public works projects. The Obligated Parties shall be responsible for any failure of the Obligated Parties' subcontractors to comply with California prevailing wage and public works laws.

**3. Indemnification and Breach.** Any failure of the Obligated Parties or their subcontractors to comply with the requirements in this section shall constitute a breach of the FCCP-1 Terms and Conditions that excuses the performance of any obligation of the Program Administrator and the CEC. The Program Administrator and the CEC, each acting in their sole and absolute discretion at any time following discovery of the failure to comply with the above requirements, shall have the right to cancel the Incentive Recipient's Application(s) and the right to seek full indemnification for any liability the Program Administrator and/or CEC may incur due to the breach. By agreeing to these FCCP-1 Terms and Conditions, the Obligated Parties agree to indemnify and hold harmless the Program Administrator and the CEC for any and all financial consequences arising out of or resulting from the failure of the Obligated Parties to comply with this section and the prevailing wage law.

**4. Self-Certification.** The Obligated Parties must provide a self-certification statement indicating all covered trades met prevailing wage requirements. For detailed information about prevailing wage and the process to determine if the work associated with the Application is a public work, the Obligated Parties may wish to contact the DIR or a qualified labor attorney of their choice for guidance.

**5. Certification.** As part of the Final Verification Phase, the Obligated Parties, and all contractors of the Obligated Parties, shall complete and sign a Prevailing Wage Form certifying to the Program Administrator and/or the CEC, either that (1) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that the Incentive Recipient and all contractors and Incentive Recipients otherwise complied with all California prevailing wage laws, or (2) that the project is not a public work requiring the payment of prevailing wages. In the latter case, the Incentive Recipient shall provide competent proof of a DIR or court determination that the project is not a public work requiring

the payment of prevailing wages. Prior to the release of any retained funds under these FCCP-1 Terms and Conditions, the Incentive Recipient shall submit to the CEC the above-described certificate signed by the Incentive Recipient and all contractors and Incentive Recipients performing public works activities on the project. Absent such certificate, the Incentive Recipient shall have no right to any funds under this Agreement, and the CEC shall be relieved of any obligation to pay said funds.

#### **G. Audits/Examination of Accounts, Records, and Inspection.**

The Program Administrator, the CEC, or any other agency of the State, reserves the right to audit with respect to each Application, at any time after Funds Reserved Date and prior to the end of the six (6) year post Incentive Payment obligation period specified in this section, the Incentive Recipient's claimed Eligible Costs and compliance with obligations imposed by Section 12 (Post Incentive Payment Obligations). The Obligated Parties agree to fully cooperate with any audit conducted by the Program Administrator (or designated representative), the CEC, or any other agency of the State, or their designated representative and the Obligated Parties shall not withhold any information requested or restrict the performance or timing of the audit process. The Obligated Parties will provide a copy of any independent audit reports commissioned by the Obligated Parties and any resulting comments and correspondence to the Program Administrator thirty (30) days of issuance of audit report.

Should the audit commenced by the Program Administrator, the CEC, or any other agency of the State, result in a finding that costs claimed as Eligible Costs were Ineligible or that ongoing compliance with the Section 12 (Post Incentive Payment Obligations) has not been maintained, the Obligated Parties shall be liable for the cost of the audit. The Program Administrator shall have the right to collect such costs directly from the Obligated Parties or, alternatively, collect by offset from Incentive Payments that would otherwise be made to Incentive Recipient. The Program Administrator shall have the right to recoupment as detailed in these FCCP-1 Terms and Conditions for any Ineligible Costs or noncompliance with post Incentive Payment obligations revealed by the audit. The number of audits per Application shall be limited to two (2) prior to Incentive Payment and two (2) between Incentive Payment and the end of the post Incentive Payment obligation period.

#### **H. Site Visits.**

Authorized representatives and/or designees of the Program Administrator, the CEC, or any other agency of the State, have the right to make site visits at reasonable times during normal business hours and with reasonable prior notice to review Installation Sites and management control systems. The Obligated Parties must ensure and require its lower-tier companies provide reasonable access to facilities and assistance for the safety and convenience of the visitors in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the operations at the Installation Site.

#### **I. Retention of Records.**

The Incentive Recipient shall retain all project records (including financial records, equipment and other personal property receipts, progress reports, and payment requests) for a minimum of ten (10) years after the final payment has been received.

In addition to the other requirements set forth in these FCCP-1 Terms and Conditions applicable to the Incentive Recipient and the law, electric vehicle chargers and Charging Stations must comply with recordkeeping and reporting standards which the CEC is currently in the process of developing. Once these regulations are finalized, chargers installed under the FCCP-1 will need to comply with the new



regulations. The Incentive Recipient must be prepared to comply with any new or updated regulations, even if the regulations are not in existence at the time of application to the FCCP-1.

#### **J. Indemnification.**

The Incentive Recipient shall indemnify, defend and hold harmless the State, its officers, agents, and employees; the CEC, its officers, agents, and employees; and the Program Administrator, its Board of Directors, agents, other subcontractors, and employees against any and all liability, claims, demands, damages, losses, and costs accruing or resulting to the Obligated Parties, their subcontractors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the obligations imposed by these FCCP-1 Terms and conditions, including the FCCP-1 Implementation Manual and other documents incorporated herein, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Obligated Parties in the performance of this agreement. Excluded from this paragraph are only those injuries to (or deaths of) persons and damage to or destruction or loss of property arising from the gross negligence or willful misconduct of the Program Administrator, its employees or representatives.

#### **K. Joint and Several Liability; Recoupment.**

These FCCP-1 Terms and Conditions and the FCCP-1 Implementation Manual make the Obligated Parties jointly and severally financially responsible for both the repayment of any Incentive Payments subject to recoupment under these FCCP-1 Terms and Conditions and the FCCP-1 Implementation Manual.

**1. Noncompliance with FCCP-1 Terms and Condition or Implementation Manual.** The Obligated Parties shall each be separately and independently obligated to return Incentive Payments made in the event that it is determined by the Program Administrator that such payments were made in violation of eligibility rules in these FCCP-1 Terms and Conditions or the FCCP-1 Implementation Manual or where the Application is cancelled or removed from Funds Reserved Status for any reason or where the Proposed Installation at any time violates the FCCP-1 rules articulated in these FCCP-1 Terms and Conditions, including noncompliance with operational or network requirements articulated in the FCCP-1 Implementation Manual. In addition to repayment of Incentive Payments, the Program Administrator shall be entitled to obtain costs of collection.

**2. Noncompliance with Operational Requirements.** If an Incentive Recipient is found to not comply with the operational or network requirements set out in these FCCP-1 Terms and Conditions, the Incentive Recipient will be notified of noncompliance by the CEC. The Incentive Recipient will be required to repay up to the amount of the Incentive Payment it received to the CEC, within sixty (60) calendar days of receiving a notification of noncompliance, according to the following payment provision. If deemed noncompliant, the Program Administrator will work in conjunction with the CEC to recoup any incentive funds from the Incentive Recipient. Alternatively, the CEC could elect to force the Incentive Recipient to refund the full amount of the Incentive Payment for non-compliance with operational or network requirements, regardless of the period of noncompliance.

#### **L. Stop Work.**

The Program Administrator may, stop any or all activities associated with any Application or the FCCP-1 in general. The Program Administrator will provide the Obligated Parties with written notice outlining the particulars of the suspension. After receiving a suspension notice, the Obligated Parties must comply with



the notice and will cease the performance of the activities relating to the Applications specified in the Stop Work notice. The Obligated Parties will not resume performance of the activities until so authorized in writing by the Program Administrator. Any delay faced as a result of a stop work order shall not serve as a basis for extending the 450-day deadline.

**M. Governing Law.**

These FCCP-1 Terms and Conditions and all incorporated and related documents, including the FCCP-1 Implementation Manual and all matters arising out of or relating to the FCCP-1, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of California, United States of America (including its statutes of limitations), without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California. Any legal suit, action, or proceeding arising out of or relating to this Project shall be instituted in the courts of the State of California in each case located in the County of San Diego, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

**N. Program Administrator Determination.**

The Obligated Parties understand and acknowledge that the Program Administrator is the third party contracted implementor for CALeVIP 2.0 on behalf of the CEC, a California state agency. If the only basis for an Obligated Party's objection to the Program Administrator's decision is a disagreement with the policies set forth in these FCCP-1 Terms and Conditions and/or the FCCP-1 Implementation Manual, or the application thereof, the Program Administrator's original decision will be final and unappealable, and there shall be no right to appeal of any kind, administrative, judicial, arbitration, mediation or otherwise. within twenty (20) days of notice of exclusion or cancellation

**O. Notices.**

All notices, requests, demands and other communications required or permitted hereunder in connection with the Dispute Resolution Process, must be made in writing and may be delivered: (a) by U.S. Mail, in which case they are effective three (3) days following deposit in the U.S. Mail, unless accompanied by a return receipt in which case, they are effective upon the date on the receipt; or (b) by electronic mail to legal@energycenter.org if to the Program Administrator, in which case they are effective upon confirmation of receipt, and if no confirmation of receipt, they are effective one (1) day after transmission. All notices must be sent to the address below:

If to Program Administrator:

Center for Sustainable Energy  
Attention: President  
3980 Sherman Street, Suite 170  
San Diego, CA 92110

If to CEC:

California Energy Commission  
715 P Street, MS-18  
Sacramento, CA 95814

**P. Taxes.**

The Obligated Parties hereby acknowledge and agree to be solely responsible for the payment of any and all local, state, and federal income taxes, and any other applicable taxes, duties, or levies, that may arise in connection with their respective involvement with the FCCP-1 and any Application. It is the sole responsibility of the Obligated Parties to seek professional advice and determine any tax consequences of participation in the FCCP-1.



**Q. Statutory Compliance.**

The Obligated Parties shall comply with all applicable federal, state and local laws, regulations, statutes, and policies applicable to participation in the FCCP-1.

**R. Severability.**

If any provision of these FCCP-1 Terms and Conditions, including all documents incorporated by reference, is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from these FCCP-1 Terms and Conditions to the extent of such invalidity or unenforceability, and the remainder hereof will not be affected thereby, each of the provisions hereof being severable in any such instance.

**S. Entire Agreement.**

These FCCP-1 Terms and Conditions, including the FCCP-1 Implementation Manual and all other documents incorporated by reference, represents the entire Agreement between the Program Administrator and the Obligated Parties pertaining to the subject matter herein, and shall supersede all prior oral and/or written agreements, communications, negotiations, and discussions between the Obligated Parties.

**T. Amendment, Waiver, Discharge.**

Waiver by the Program Administrator or the CEC with respect to breach of these FCCP-1 Terms and Conditions shall not be considered or treated as a waiver of the rights of either the Program Administrator or the CEC with respect to any other default or with respect to any particular default, except to the extent specifically waived by the Program Administrator or the CEC in writing.

The failure of the Program Administrator or the CEC to enforce at any time any of the provisions of these FCCP-1 Terms and Conditions shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of these FCCP-1 Terms and Conditions or any part thereof or the right of the Program Administrator and/or the CEC thereafter to enforce each such provision.

**U. Equal Employment Opportunity.**

The Obligated Parties shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or sexual orientation or any other protected classes. Such Obligated Parties shall take affirmative actions to ensure that applicants are employed, and that employees are treated equally during their employment, without regard to their race, religion, color, sex, sexual orientation, national origin, age, or other protected class. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**V. Chance to Consult with Legal Counsel**

Incentive Recipient represents that it has had opportunity to consult with legal counsel and has carefully read and understood the terms of this FCCP-1 Terms and Conditions.



## W. Declarations.

Please review each statement below. By clicking Accept and Continue in the Application, in addition to the agreements summarized in the statement adjacent to the checkbox in the Application, you are acknowledging that you have read, understand, and agree that the following statements are truthful and binding on you and the Obligated Parties (as defined in Section 1 below).

1. I am either the Applicant, the Incentive Recipient, the Site Owner, or the Property Owner (collectively, the "Obligated Parties"), and I have express authority to act on behalf of all the Obligated Parties to press the Accept and Continue button in the Application form, signifying that all the Obligated Parties have read and agree to be bound by the FCCP-1 Terms and Conditions, including all documents incorporated therein, which include but are not limited to the Site Verification Form, FCCP-1 Implementation Manual and the FCCP-1 Extension and Cancellation Appeal Policy.
2. The Obligated Parties will ensure all contractors working to complete any Proposed Installation will pay Prevailing Wage in compliance with California Prevailing Wage law. The Obligated Parties shall certify that (1) prevailing wages were paid to eligible workers who provided labor for work covered by the Incentive Payment and that the Incentive Recipient and all contractors and Incentive Recipients otherwise complied with all California prevailing wage laws, or (2) that the project is not a public work requiring the payment of prevailing wages. In the latter case, the Incentive Recipient shall provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.
3. The Obligated Parties will ensure that the construction and installation of the Proposed Installation in the Application adhere to the EVITP certification requirements as mandated by California Public Utilities Code Section 740.20. The Obligated Parties choose to voluntarily submit any personally identifying information contained within the Application for the purposes of processing the Application and enforcing the requirements imposed by these FCCP-1 Terms and Conditions, including all documents incorporated therein, which include but are not limited to the Site Verification Form, the FCCP-1 Implementation Manual and the FCCP-1 Extension and the Extension and Cancellation Appeal Policy.
4. The Obligated Parties expressly consent to allow the FCCP-1, which is funded by the CEC and implemented by the Program Administrator, to share any personally identifiable information contained within the Application or collected as part of FCCP-1, including but not limited to the signed Application, contact information, site address, DCFC charger utilization data from the Installation Site, and supporting documents with any individuals or entities engaged in connection with the Application, and with other organizations and agencies providing similar or related incentives in California, and consent to allow individuals or entities engaged in connection with the Application and other organizations or agencies to confirm to the Program Administrator the status of the Proposed Installation and that the information in the Application is accurate.
5. The Obligated Parties agree to permit other organizations or agencies involved with FCCP-1 and/or any Application to contact them directly regarding any Application.
6. I have read and agree to the terms of the [CALeVIP Privacy Policy](#).