



STATE OF CALIFORNIA

**GRANT REQUEST FORM (GRF)**

CEC-270 (Revised 12/2019)

CALIFORNIA ENERGY COMMISSION

**A) New Agreement # ARV-21-019**

B) Division	Agreement Manager:	MS-	Phone
600 Fuels and Transportation Division	Marc Perry	27	916-931-9424

C) Recipient's Legal Name	Federal ID #
InCharge Energy, Inc.	83-0684707

D) Title of Project
Innovate and Empower the Inland Empire to the Ports

**E) Term and Amount**

Start Date	End Date	Amount
08 / 11 / 2021	12 / 30 / 2022	\$ 200,000.00

**F) Business Meeting Information**

☐ ARFVTP agreements \$75K and under delegated to Executive Director  
 Proposed Business Meeting Date 08 / 11 / 2021 ☐ Consent ☒ Discussion  
 Business Meeting Presenter Kathryn Reid Time Needed: 5 minutes  
 Please select one list serve. Altfuels (AB118- ARFVTP)

**Agenda Item Subject and Description:**

INCHARGE ENERGY, INC.. Proposed resolution approving Agreement ARV-21-019 with InCharge Energy, Inc. for a \$200,000 grant to develop a planning blueprint for EV charging infrastructure to facilitate the deployment of MD/HD ZEVs and their charging infrastructure from the Inland Empire (the Riverside–San Bernardino–Ontario metropolitan area) to the Ports of San Pedro along Interstate 710, and adopting staff's determination this action is exempt from CEQA (Clean Transportation Program funding). Contact: Marc Perry. (Staff Presentation: 5 minutes)

**G) California Environmental Quality Act (CEQA) Compliance**

1. Is Agreement considered a "Project" under CEQA?  
☒ Yes (skip to question 2) ☐ No (complete the following (PRC 21065 and 14 CCR 15378)):

Explain why Agreement is not considered a "Project":

Agreement will not cause direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment because .

2. If Agreement is considered a "Project" under CEQA:

- a) ☒ Agreement **IS** exempt.  
☐ Statutory Exemption. List PRC and/or CCR section number:  
☒ Categorical Exemption. List CCR section number: 14 CCR 15306  
☐ Common Sense Exemption. 14 CCR 15061 (b) (3) -

Explain reason why Agreement is exempt under the above section: Cal. Code Regs, tit. 14, §15306, Information Collection, provides that projects which consist of basic data collection, research and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource are categorically exempt from the provisions of CEQA. This project consists of



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developing a planning document for possible, future deployment of zero emission vehicles and related infrastructure equipment. The project will not cause direct physical changes to the environment, and there will be no physical construction. This project involves data collection, technology assessment, public outreach, administrative coordination efforts, planning, and similar activities. Therefore, the proposed project will have no significant effect on the environment and is categorically exempt under section 15306.

- b) ☐ Agreement **IS NOT** exempt. (consult with the legal office to determine next steps)

Check all that apply

- ☐ Initial Study  
☐ Negative Declaration  
☐ Mitigated Negative Declaration  
☐ Environmental Impact Report  
☐ Statement of Overriding Considerations

**H) List all subcontractors (major and minor) and equipment vendors:** (attach additional sheets as necessary)

Legal Company Name:	Budget
OutThink, LLC	\$ 30,000.00
East Yard Communities for Environmental Justice	\$ 15,000.00
CALSTART, Inc.	\$ 10,000.00

**I) List all key partners:** (attach additional sheets as necessary)

Legal Company Name:

**J) Budget Information**

Funding Source	Funding Year of Appropriation	Budget List Number	Amount
ARFVTP	FY 19/20	601.118L	\$200,000.00
Funding Source			\$
Funding Source			\$
Funding Source			\$
Funding Source			\$

R&D Program Area: Select Program Area      TOTAL: \$

Explanation for "Other" selection

Reimbursement Contract #:

Federal Agreement #:

**K) Recipient's Contact Information****1. Recipient's Administrator/Officer**

Name: Terry O'Day

Address: 1424 5th Street



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City, State, Zip: Santa Monica, CA  
90401  
Phone: (818) 253-5086  
E-Mail: [terry.oday@inchargeus.com](mailto:terry.oday@inchargeus.com)

2. Recipient’s Project Manager

Name: Annabel Cook

CALIFORNIA ENERGY COMMISSION

Address: 1421 5th Street  
City, State, Zip: Santa Monica, CA  
90401  
Phone: (714) 296-8811  
E-Mail: [annabel.cook@inchargeus.com](mailto:annabel.cook@inchargeus.com)

L) Selection Process Used

- ☒ Competitive Solicitation      Solicitation #: GFO-20-601
- ☐ First Come First Served Solicitation      Solicitation #:      -      -

M) The following items should be attached to this GRF

- |   |                                     |     |  |
|---|-------------------------------------|-----|--|
| 1. Exhibit A, Scope of Work                         | <input checked="" type="checkbox"/> | N/A | <input checked="" type="checkbox"/> Attached |
| 2. Exhibit B, Budget Detail                         | <input checked="" type="checkbox"/> | N/A | <input checked="" type="checkbox"/> Attached |
| 3. CEC 105, Questionnaire for Identifying Conflicts | <input checked="" type="checkbox"/> | N/A | <input checked="" type="checkbox"/> Attached |
| 4. Recipient Resolution                             | <input checked="" type="checkbox"/> | N/A | <input type="checkbox"/> Attached            |
| 5. CEQA Documentation                               | <input checked="" type="checkbox"/> | N/A | <input type="checkbox"/> Attached            |

\_\_\_\_\_  
Agreement Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Office Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deputy Director

\_\_\_\_\_  
Date

# Exhibit A

## SCOPE OF WORK

### InCharge Energy, Inc.

#### TECHNICAL TASK LIST

Task #	CPR	Task Name
1		Administration
2		Fleet Facility Verification and Qualification
3		Financial Analysis
4	X	Financial Product Development
5		Fleet Energy Use Forecast
6		Facilities, Utilities, Localities, Plans
7		Education and Engagement
8		Project Fact Sheet
9		Multi-Fleet MD/HD Infrastructure Blueprint

#### KEY NAME LIST

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
1	Terry O'Day, Annabel Cook (In-Charge Energy)	OutThink LLC, CALSTART Inc., East Yard Communities for Environmental Justice (EYCEJ)	
2	Terry O'Day, Annabel Cook,	OutThink, LLC	Ryder
3	Terry O'Day, Annabel Cook,	OutThink, LLC	Ryder Truck Rental, Inc. (Ryder)
4	Terry O'Day, Annabel Cook	OutThink, LLC	Macquarie Capital (USA), Inc. (Macquarie Capital)
5	Terry O'Day, Annabel Cook	OutThink, LLC	Southern CA Association of Governments (SCAG)
6	Annabel Cook, Todd Singh (In-Charge Energy)	OutThink, LLC	Ryder, Southern California Edison (SCE)
7	Annabel Cook	CALSTART, EYCEJ, Out-Think	Ryder
8	Annabel Cook	Out-Think	

**Exhibit A**  
**SCOPE OF WORK**  
**InCharge Energy, Inc.**

9	Terry O'Day, Annabel Cook	CALSTART, EYCEJ, Out-Think	Ryder, SCAG, SCE
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# **Exhibit A**

## **SCOPE OF WORK**

### **InCharge Energy, Inc.**

#### **GLOSSARY**

*Specific terms and acronyms used throughout this scope of work are defined as follows:*

<b>Term/ Acronym</b>	<b>Definition</b>
CAM	Commission Agreement Manager
CAO	Commission Agreement Officer
CEC	California Energy Commission
Clean Transportation Program	Formerly known as Alternative and Renewable Fuel and Vehicle Technology Program
CPR	Critical Project Review
DAC	Disadvantaged Community
FTD	Fuels and Transportation Division
EVSE	Electric Vehicle Supply Equipment (chargers)
MD/HD	Medium- and Heavy-Duty
Recipient	In-Charge Energy

#### **BACKGROUND**

Assembly Bill (AB) 118 (Núñez, Chapter 750, Statutes of 2007), created the Clean Transportation Program (formerly known as the Alternative and Renewable Fuel and Vehicle Technology Program). The statute authorizes the California Energy Commission (CEC) to develop and deploy alternative and renewable fuels and advanced transportation technologies to help attain the state's climate change policies. AB 8 (Perea, Chapter 401, Statutes of 2013) re-authorizes the Program through January 1, 2024, and specifies that the CEC allocate up to \$20 million per year (or up to 20 percent of each fiscal year's funds) in funding for hydrogen station development until at least 100 stations are operational. The Clean Transportation Program has an annual budget of approximately \$100 million and provides financial support for projects that:

- Reduce California's use and dependence on petroleum transportation fuels and increase the use of alternative and renewable fuels and advanced vehicle technologies.
- Produce sustainable alternative and renewable low-carbon fuels in California.
- Expand alternative fueling infrastructure and fueling stations.
- Improve the efficiency, performance, and market viability of alternative light-, medium-, and heavy-duty vehicle technologies.
- Retrofit medium- and heavy-duty on-road and non-road vehicle fleets to alternative technologies or fuel use.

## **Exhibit A**

### **SCOPE OF WORK**

#### **InCharge Energy, Inc.**

- Expand the alternative fueling infrastructure available to existing fleets, public transit, and transportation corridors.
- Establish workforce training programs and conduct public outreach on the benefits of alternative transportation fuels and vehicle technologies.

The CEC issued GFO-20-601 entitled “Blueprints for Medium- and Heavy-Duty Zero-Emission Vehicle Infrastructure” under the CEC’s Clean Transportation Program. To be eligible for funding under GFO-20-601, projects must also be consistent with the CEC’s current Clean Transportation Program Investment Plan, updated annually. In response to GFO-20-601, the Recipient submitted Proposal #15, which was proposed for funding in the CEC’s Notice of Proposed Awards on April 8, 2021. GFO-20-601 is hereby incorporated by reference into this Agreement in their entirety.

In the event of any conflict or inconsistency between the terms of the Solicitation and the terms of the Recipient’s Application, the Solicitation shall control. Similarly, in the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Recipient’s Application, the terms of this Agreement shall control.

#### **Problem Statement:**

California has set ambitious but achievable targets to reach 100 percent zero emission drayage trucks by the year 2045, a critical milestone for ending the negative health impacts caused by diesel exhaust emissions that the disadvantaged communities (DACs) adjacent to freight movement corridors from the Inland Empire (San Bernardino-Riverside-Ontario metropolitan area) to the Ports of San Pedro (the combined properties of the Port of Los Angeles and the Port of Long Beach) face, as identified by CalEnviroScreen 3.0. To prepare for on-road Class 8 battery-electric truck deployments, however, the communities along those freight corridors need to develop strategies for transitioning to electric fleet vehicles that both minimize the burden for fleets and encourage early adoption. Identifying opportunities that will reduce the cost and time involved with the identification, development, and implementation of medium- and heavy-duty (MD/HD) fleet electrification projects will prepare the region for deploying clean, zero-emission goods movement technology.

Infrastructure remains a key barrier to battery-electric adoption due to the cost and complexity associated with installing the advanced infrastructure needed to meet the demanding duty cycles of drayage operations. These operations consist of many short-haul trips, making them optimal candidates for electrification. Due to the massive, economically-unfeasible facility upgrades needed to electrify transportation at many sites, there needs to be a regional effort to prioritize affordable infrastructure deployments. By identifying those sites that are in a position to effectively leverage existing infrastructure, the region can cost-effectively minimize needed capital at the beginning of this transition, and agencies, fleets, and other land use stakeholders can

## **Exhibit A**

### **SCOPE OF WORK**

#### **InCharge Energy, Inc.**

coordinate investments that prioritizes immediate deployments, taking advantage of existing infrastructure.

#### **Goals of the Agreement:**

The goal of this agreement is to reduce the cost and time involved with the identification and implementation of MD/HD fleet electrification projects by developing a turnkey “as-a-service” financing and operations model with innovative multi-fleet infrastructure sharing arrangements that could develop a robust workforce to meet California’s MD/HD fleet electrification goals in low-income, disadvantaged, and tribal communities.

#### **Objectives of the Agreement:**

The objective of this Agreement is to develop a holistic planning blueprint that will bring together site assessment, energy efficiency, infrastructure upgrades, vehicle and Electric Vehicle Supply Equipment (EVSE) technology, and a unique charging-as-a-service finance model that incorporates finance, maintenance and operations in order to reduce diesel emissions from the Inland Empire to the Ports of San Pedro.

### **TASK 1 ADMINISTRATION**

#### **Task 1.1 Attend Kick-off Meeting**

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement. The Commission Agreement Manager (CAM) shall designate the date and location of this meeting and provide an agenda to the Recipient prior to the meeting.

#### **The Recipient shall:**

- Attend a “Kick-Off” meeting with the CAM, the Commission Agreement Officer (CAO), and a representative of the CEC Accounting Office. The Recipient shall bring their Project Manager, Agreement Administrator, Accounting Officer, and any others determined necessary by the Recipient or specifically requested by the CAM to this meeting.
- Discuss the following administrative and technical aspects of this Agreement:
  - Agreement Terms and Conditions
  - Critical Project Review (Task 1.2)
  - Match fund documentation (Task 1.6) No reimbursable work may be done until this documentation is in place.
  - Permit documentation (Task 1.7)
  - Subcontracts needed to carry out project (Task 1.8)



## **Exhibit A**

### **SCOPE OF WORK**

#### **InCharge Energy, Inc.**

- The CAM's expectations for accomplishing tasks described in the Scope of Work
- An updated Schedule of Products and Due Dates
- Monthly Progress Reports (Task 1.4)
- Technical Products (Product Guidelines located in Section 5 of the Terms and Conditions)
- Final Report (Task 1.5)

#### **Recipient Products:**

- Updated Schedule of Products
- Updated List of Match Funds
- Updated List of Permits

#### **Commission Agreement Manager Product:**

- Kick-Off Meeting Agenda

#### **Task 1.2 Critical Project Review (CPR) Meetings**

CPRs provide the opportunity for frank discussions between the CEC and the Recipient. The goal of this task is to determine if the project should continue to receive CEC funding to complete this Agreement and to identify any needed modifications to the tasks, products, schedule or budget.

The CAM may schedule CPR meetings as necessary, and meeting costs will be borne by the Recipient.

Meeting participants include the CAM and the Recipient and may include the CAO, the Fuels and Transportation Division (FTD) program lead, other CEC staff and Management as well as other individuals selected by the CAM to provide support to the CEC.

#### **The CAM shall:**

- Determine the location, date, and time of each CPR meeting with the Recipient. These meetings generally take place at the CEC, but they may take place at another location or remotely.
- Send the Recipient the agenda and a list of expected participants in advance of each CPR. If applicable, the agenda shall include a discussion on both match funding and permits.
- Conduct and make a record of each CPR meeting. Prepare a schedule for providing the written determination described below.

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**SCOPE OF WORK**  
**InCharge Energy, Inc.**

- Determine whether to continue the project, and if continuing, whether or not modifications are needed to the tasks, schedule, products, and/or budget for the remainder of the Agreement. Modifications to the Agreement may require a formal amendment (please see section 8 of the Terms and Conditions). If the CAM concludes that satisfactory progress is not being made, this conclusion will be referred to the Lead Commissioner for Transportation for his or her concurrence.
- Provide the Recipient with a written determination in accordance with the schedule. The written response may include a requirement for the Recipient to revise one or more product(s) that were included in the CPR.

**The Recipient shall:**

- Prepare a CPR Report for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding continued work of the projects. This report shall be submitted along with any other products identified in this scope of work. The Recipient shall submit these documents to the CAM and any other designated reviewers at least 15 working days in advance of each CPR meeting.
- Present the required information at each CPR meeting and participate in a discussion about the Agreement.

**CAM Products:**

- Agenda and a list of expected participants
- Schedule for written determination
- Written determination

**Recipient Product:**

- CPR Report(s)

**Task 1.3 Final Meeting**

The goal of this task is to closeout this Agreement.

**The Recipient shall:**

- Meet with CEC staff to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement.

This meeting will be attended by, at a minimum, the Recipient, the CAO, and the CAM. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the CAM.

## **Exhibit A**

### **SCOPE OF WORK**

#### **InCharge Energy, Inc.**

The technical portion of the meeting shall present an assessment of the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the Agreement, and recommendations for improvements. The CAM will determine the appropriate meeting participants.

The administrative portion of the meeting shall be a discussion with the CAM and the CAO about the following Agreement closeout items:

- What to do with any equipment purchased with CEC funds (Options)
- CEC request for specific “generated” data (not already provided in Agreement products)
- Need to document Recipient’s disclosure of “subject inventions” developed under the Agreement
- “Surviving” Agreement provisions
- Final invoicing and release of retention
- Prepare a schedule for completing the closeout activities for this Agreement.

#### **Products:**

- Written documentation of meeting agreements
- Schedule for completing closeout activities

#### **Task 1.4 Monthly Progress Reports**

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, and to form the basis for determining whether invoices are consistent with work performed.

#### **The Recipient shall:**

- Prepare a Monthly Progress Report which summarizes all Agreement activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Each progress report is due to the CAM within 10 days of the end of the reporting period. The recommended specifications for each progress report are contained in Section 6 of the Terms and Conditions of this Agreement.

**Exhibit A**  
**SCOPE OF WORK**  
**InCharge Energy, Inc.**

- In the first Monthly Progress Report and first invoice, document and verify match expenditures and provide a synopsis of project progress, if match funds have been expended or if work funded with match share has occurred after the notice of proposed award but before execution of the grant agreement. If no match funds have been expended or if no work funded with match share has occurred before execution, then state this in the report. All pre-execution match expenditures must conform to the requirements in the Terms and Conditions of this Agreement.

**Product:**

- Monthly Progress Reports

**Task 1.5 Final Report**

The goal of the Final Report is to assess the project's success in achieving the Agreement's goals and objectives, advancing science and technology, and providing energy-related and other benefits to California.

The objectives of the Final Report are to clearly and completely describe the project's purpose, approach, activities performed, results, and advancements in science and technology; to present a public assessment of the success of the project as measured by the degree to which goals and objectives were achieved; to make insightful observations based on results obtained; to draw conclusions; and to make recommendations for further projects and improvements to the FTD project management processes.

The Final Report shall be a public document. If the Recipient has obtained confidential status from the CEC and will be preparing a confidential version of the Final Report as well, the Recipient shall perform the following activities for both the public and confidential versions of the Final Report.

**The Recipient shall:**

- Prepare an Outline of the Final Report.
- Prepare a Final Report following the latest version of the Final Report guidelines which will be provided by the CAM. The CAM shall provide written comments on the Draft Final Report within fifteen (15) working days of receipt. The Final Report must be completed at least 60 days before the end of the Agreement Term.
- Submit one copy of the Final Report with the final invoice.

**Products:**

- Outline of the Final Report
- Draft Final Report
- Final Report

**Exhibit A**  
**SCOPE OF WORK**  
**InCharge Energy, Inc.**

**Task 1.6 Identify and Obtain Matching Funds**

The goal of this task is to ensure that the match funds planned for this Agreement are obtained for and applied to this Agreement during the term of this Agreement.

The costs to obtain and document match fund commitments are not reimbursable through this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient may utilize match funds for this task. Match funds shall be spent concurrently or in advance of CEC funds for each task during the term of this Agreement. Match funds must be identified in writing and the associated commitments obtained before the Recipient can incur any costs for which the Recipient will request reimbursement.

**The Recipient shall:**

- Prepare a letter documenting the match funding committed to this Agreement and submit it to the CAM at least 2 working days prior to the kick-off meeting. If no match funds were part of the proposal that led to the CEC awarding this Agreement and none have been identified at the time this Agreement starts, then state such in the letter. If match funds were a part of the proposal that led to the CEC awarding this Agreement, then provide in the letter a list of the match funds that identifies the:
  - Amount of each cash match fund, its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.
  - Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Recipient shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.
- Provide a copy of the letter of commitment from an authorized representative of each source of cash match funding or in-kind contributions that these funds or contributions have been secured. For match funds provided by a grant a copy of the executed grant shall be submitted in place of a letter of commitment.
- Discuss match funds and the implications to the Agreement if they are reduced or not obtained as committed, at the kick-off meeting. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide the appropriate information to the CAM if during the course of the Agreement additional match funds are received.

**Exhibit A**  
**SCOPE OF WORK**  
**InCharge Energy, Inc.**

- Notify the CAM within 10 days if during the course of the Agreement existing match funds are reduced. Reduction in match funds must be approved through a formal amendment to the Agreement and may trigger an additional CPR meeting.

**Products:**

- A letter regarding match funds or stating that no match funds are provided
- Copy(ies) of each match fund commitment letter(s) (if applicable)
- Letter(s) for new match funds (if applicable)
- Letter that match funds were reduced (if applicable)

**Task 1.7 Identify and Obtain Required Permits**

The goal of this task is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient shall budget match funds for any expected expenditures associated with obtaining permits. Permits must be identified in writing and obtained before the Recipient can make any expenditure for which a permit is required.

**The Recipient shall:**

- Prepare a letter documenting the permits required to conduct this Agreement and submit it to the CAM at least 2 working days prior to the kick-off meeting. If there are no permits required at the start of this Agreement, then state such in the letter. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:
  - A list of the permits that identifies the:
    - Type of permit
    - Name, address and telephone number of the permitting jurisdictions or lead agencies
  - The schedule the Recipient will follow in applying for and obtaining these permits.

## **Exhibit A**

### **SCOPE OF WORK**

#### **InCharge Energy, Inc.**

- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule and the copies of the permits. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the Progress Reports and will be a topic at CPR meetings.
- If during the course of the Agreement additional permits become necessary, provide the appropriate information on each permit and an updated schedule to the CAM.
- As permits are obtained, send a copy of each approved permit to the CAM.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the CAM within 5 working days. Either of these events may trigger an additional CPR.

#### **Products:**

- Letter documenting the permits or stating that no permits are required
- A copy of each approved permit (if applicable)
- Updated list of permits as they change during the term of the Agreement (if applicable)
- Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)
- A copy of each final approved permit (if applicable)

#### **Task 1.8 Obtain and Execute Subcontracts**

The goal of this task is to ensure quality products and to procure subcontractors required to carry out the tasks under this Agreement consistent with the Agreement Terms and Conditions and the Recipient's own procurement policies and procedures. It will also provide CEC an opportunity to review the subcontracts to ensure that the tasks are consistent with this Agreement, and that the budgeted expenditures are reasonable and consistent with applicable cost principles.

#### **The Recipient shall:**

- Manage and coordinate subcontractor activities.
- Submit a draft of each subcontract required to conduct the work under this Agreement to the CAM for review.
- Submit a final copy of the executed subcontract.
- If Recipient decides to add new subcontractors, then the Recipient shall notify the CAM.

# **Exhibit A**

## **SCOPE OF WORK**

### **InCharge Energy, Inc.**

#### **Products:**

- Letter describing the subcontracts needed, or stating that no subcontracts are required
- Draft subcontracts
- Final subcontracts

#### **TECHNICAL TASKS**

##### **TASK 2 FLEET FACILITY VERIFICATION AND QUALIFICATION**

The goal of this task is to create a tool that will standardize the site assessment process, make site assessment data easily comparable, and reduce the need for repeat visits, thereby reducing the time and cost of verifying MD/HD fleet electrification opportunities.

#### **The Recipient shall:**

- Create a survey to better understand fleet needs, including, but not limited to:
  - Site addresses
  - Number of vehicles
  - Types of vehicles
  - Miles traveled
  - Route types
  - Service types
  - Existing energy infrastructure
  - Fleet management contacts
  - Facilities management contacts
  - Reasons for interest in electrification, if any
  - Past experiences with alternative fuels
  - Corporate environmental practices
  - Interest in finance tools
  - Other relevant factors to determine level of interest and appropriateness for the project
- Develop a List of Survey Participants. Provide to the CAM.
- Request feedback from Survey Participants.



## **Exhibit A**

### **SCOPE OF WORK**

#### **InCharge Energy, Inc.**

- Compile survey results and share with the CAM.
- From survey results, determine list of qualified facilities. Provide copy of qualified facilities to the CAM.
- Develop a Remote Site Assessment Tool.
- Share Remote Site Assessment Tool with the CAM.
- Utilize Remote Site Assessment Tool to conduct preliminary site assessments with qualified facilities. Evaluate each site remotely and produce required documentation for On-site Assessments.
- Conduct On-site Assessments at each of the qualified facilities.
- Complete an On-site Assessment Report, including, but not limited to:
  - Survey Results
  - Qualified Facilities
  - Copies of Remote Site Assessments
  - Copies of On-site Assessments
  - Summary of actions taken by the local authorities having jurisdictions and how these actions impact MD/HD deployment
  - Biographies of the local community trainees accompanying the On-site Assessments
  - Safety protocols
  - Other relevant data
- Provide a copy of the On-site Assessment Report to the CAM.

#### **Products:**

- List of Survey Participants
- Survey Results
- List of Qualified Facilities
- Remote Site Assessment Tool
- On-site Assessment Report

### **TASK 3 FINANCIAL ANALYSIS**

The goal of this task is to make the fleet electrification process more transparent and painless by matching fleet operator needs and site constraints with grants and incentive programs.

## **Exhibit A**

### **SCOPE OF WORK**

#### **InCharge Energy, Inc.**

##### **The Recipient shall:**

- Develop a Financial Analysis Tool to match customer interest with state, local, federal tax, and utility programs, while identifying grid and site constraints, fleet size, route needs, and proximity to DAC. Share the tool with the CAM.
- Compile a California Grants and Incentives Review Report of California fleet electrification incentives and facility energy efficiency incentives, including application requirements, evaluation criteria, funding levels, timelines, points of contact, and key program policies. Provide a copy to the CAM.

##### **Products:**

- Financial Analysis Tool
- California Grants and Incentives Review Report

#### **TASK 4 FINANCIAL PRODUCT DEVELOPMENT**

The goal of this task is to develop and implement a financial model that allows fleet operators to instantly leverage the Total Cost of Ownership advantage of electrification through monthly payment options.

##### **The Recipient shall:**

- Develop a charging-as-a-service finance model and demonstrate the model at one qualified facility site, incorporating finance, maintenance, and operations expenses, as well as an evaluation of innovative multi-fleet service infrastructure, sharing arrangements, and system-level needs.
- Utilize data and analysis from the demonstration site and gathered in Tasks 2 and 3 to develop a turnkey Charging-as-a-Service Financial Tool for other qualified facility sites to use.
- Share the Charging-as-a-Service Financial Tool with the CAM.

##### **Products:**

- Charging-as-a-Service Financial Tool

**[CPR will be held in this task. See Task 1.2 for details.]**

#### **TASK 5 FLEET ENERGY USE FORECAST**

The goal of this task is to make it easier for fleet operators to understand energy usage and cost forecasts by integrating software and operations platforms.

## **Exhibit A**

### **SCOPE OF WORK**

#### **InCharge Energy, Inc.**

##### **The Recipient shall:**

- Develop a Fleet Energy Use Forecast Application that will provide fleets with actual energy usage and cost forecasts. The Application will also:
  - Integrate an application programming interface with software management solutions for fleets and local infrastructure plans for each facility.
  - Utilize a commodity management and transaction platform to forecast and manage the locations' eligible Low Carbon Fuel Standard credits and forecast total operating costs.
- Share the Application with the CAM.

##### **Products:**

- Fleet Energy Use Forecast Application

#### **TASK 6 FACILITIES, UTILITIES, AND LOCALITIES PLANS**

The goal of this task is to maximize energy conservation, charger design efficiency, identify utility upgrades needed, onsite renewable energy generation and storage, and minimize capital costs through a holistic infrastructure deployment strategy.

##### **The Recipient shall:**

- Prepare an Infrastructure Deployment Strategy that will assess:
  - Use of energy conservation measures
  - Charger design efficiency
  - Utility upgrades
  - Onsite storage
  - Renewable energy use
  - Capital cost
- Provide a copy of the Infrastructure Deployment Strategy the CAM.
- Identify opportunities for innovative multi-fleet infrastructure sharing agreements.
- Work with utilities to implement Infrastructure Deployment Strategy at qualified facility sites.
- Compile the results of this task into a Facilities Development Report, including, but not limited to, the results of implementing the Infrastructure

## **Exhibit A**

### **SCOPE OF WORK**

#### **InCharge Energy, Inc.**

Deployment Strategy at each qualified facility site and analysis of opportunities for innovative multi-fleet infrastructure sharing agreements.

- Provide a copy of the Facilities Development Report to the CAM.

#### **Products:**

- Infrastructure Deployment Strategy
- Facilities Development Report

### **TASK 7 EDUCATION AND ENGAGEMENT**

The goal of this task is to identify, recruit, and provide training and certification information to local residents for a career in transportation electrification.

#### **The Recipient shall:**

- Prepare entry-level transportation electrification educational materials titled "EV 101" to provide a clear understanding of the steps and training necessary to secure a career in transportation electrification, which will include:
  - List of training programs.
  - Educational and training resources.
  - Specific qualification requirements.
- Provide copies of "EV 101" materials to the CAM.
- Identify, recruit, and train local residents, utilizing "EV 101" material, to accompany on-site evaluation teams at qualified facilities.
- Develop MD/HD Fact Sheets including information on workforce development, incentive programs, facility and fleet strategy, and necessary training and certificates required for transportation electrification careers.
- Provide a copy of MD/HD Fact Sheets to the CAM.
- Validate all necessary credentials and training programs to on-board apprentice workers from the communities in the project area.
- Quantify impacts from outreach efforts. Compile and summarize results in an Education and Engagement Report.
- Provide a copy of the Education and Engagement Report to the CAM.

#### **Products:**

- "EV 101" Materials

## **Exhibit A**

### **SCOPE OF WORK**

#### **InCharge Energy, Inc.**

- MD/HD Fact Sheets
- Education and Engagement Report

#### **TASK 8 PROJECT FACT SHEET**

The goal of this task is to develop an initial and final project fact sheet that describes the CEC-funded project and the benefits resulting from the project for the public and key decision makers.

##### **The Recipient shall:**

- Prepare an Initial Project Fact Sheet at start of the project that describes the project and the expected benefits. Use the format provided by the CAM.
- Prepare a Final Project Fact Sheet at the project's conclusion that describes the project, the actual benefits resulting from the project, and lessons learned from implementing the project. Use the format provided by the CAM.
- Provide at least six high-quality digital photographs (minimum resolution of 1300x500 pixels in landscape ratio) from the project.

##### **Products:**

- Initial Project Fact Sheet
- Final Project Fact Sheet
- High Quality Digital Photographs

#### **TASK 9 BLUEPRINT**

The goal of this task is to bring together all of the information learned through implementing the tasks above to develop a scalable blueprint for fleet electrification and community workforce development in California.

##### **The Recipient shall:**

- Compile and analyze the results of the tasks above to create a blueprint outlining best practices and next steps for accelerating MD/HD zero-emission vehicle adoption across California's MD/HD fleets.
- Collaborate with project partners, community stakeholders, work force development program participants, to identify project challenges and successes.

**Exhibit A**  
**SCOPE OF WORK**  
**InCharge Energy, Inc.**

- Include a review of all survey responses, site assessments, utility constraints and other customer notes to identify why some projects advance and others do not.

**Products:**

- Draft Blueprint
- Final Blueprint

**STATE OF CALIFORNIA**  
**STATE ENERGY RESOURCES**  
**CONSERVATION AND DEVELOPMENT**  
**COMMISSION**

**RESOLUTION INCHARGE ENERGY, INC.**

**RESOLVED**, that the State Energy Resources Conservation and Development Commission (CEC) adopts the staff CEQA findings contained in the Agreement or Amendment Request Form (as applicable); and

**RESOLVED**, that the CEC approves Agreement ARV-21-019 with InCharge Energy, Inc. for a \$200,000 grant to develop a planning blueprint for EV charging infrastructure to facilitate the deployment of MD/HD ZEVs and their charging infrastructure from the Inland Empire (the Riverside–San Bernardino–Ontario metropolitan area) to the Ports of San Pedro along Interstate 710; and

**FURTHER BE IT RESOLVED**, that the Executive Director or his/her designee shall execute the same on behalf of the CEC.

**CERTIFICATION**

The undersigned Secretariat to the CEC does hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly and regularly adopted at a meeting of the CEC held on August 11, 2021.

AYE:  
NAY:  
ABSENT:  
ABSTAIN:

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Liza Lopez  
Secretariat