

# Electric Vehicle Supply Equipment (EVSE) Fast Charging Technical Assistance Application



## Section 1—Objective

Idaho Power Company (“Idaho Power”) in conjunction with the Treasure Valley Clean Cities Coalition (“TVCCC”) is providing technical assistance consulting services through the Idaho Small Business Development Center (“SBDC”) to help businesses evaluate the installation of public DC Fast Charging (“DCFC”) stations, identify and select vendors, and apply for available grant funds.

To participate, please submit this Application to [ev@idahopower.com](mailto:ev@idahopower.com)

- Upon receipt, Idaho Power and TVCCC will review the application.
- If approved, Participant will be notified and referred to the SBDC for further assistance.
- Participant agrees to work with the SBDC per the Terms and Conditions of program below.

## Section 2—Eligibility: Projects must be located in Idaho Power’s Service area and approved for assessment by Idaho Power and TVCCC.

### Preferred projects would:

- Be strategically located (preferably at least 50 miles) from the nearest existing or planned DCFC station.
- Meet the following criteria for DCFC siting:
  - Site located in Idaho within 1 mile of major highway or serve key travel corridor
  - All directional access
  - 24-hour access
  - Well-lit
  - ADA accessible
  - Cell phone coverage for major carriers
  - Point-of-sale availability at or near the charging station
  - Near shopping or dining
  - Potential for future expansion

## Section 3—Participant Information

Business Name		Electric Utility	
Contact Person	Position or Title	Contact Person E-mail	Telephone No.
Project Site Address	City	State	Zip

## Section 4—Project Needs

<b>Please check all boxes where more information and assistance are requested.</b>		
<input type="checkbox"/> Charging Station Technology	<input type="checkbox"/> Electric Bill Impacts	<input type="checkbox"/> Generalized Cost Estimates
<input type="checkbox"/> Brands/Vendors	<input type="checkbox"/> Site Considerations	<input type="checkbox"/> EV Information
<input type="checkbox"/> Vendor Bids	<input type="checkbox"/> Funding Opportunities	<input type="checkbox"/> Fleet Vehicle Options
<input type="checkbox"/> Electric Power Requirements	<input type="checkbox"/> Grant Writing	<input type="checkbox"/> Other: Please Describe:

## Section 5 —Participant Agreement

<input type="checkbox"/> I, the undersigned, declare that I am a duly authorized representative of the owner of the site described above, and that I have signed, read and agree to comply with the EVSE Fast Charging Technical Assistance Terms and Conditions.		
Participant Name <i>(please print)</i>	Participant Signature	Date

Submit to: [ev@idahopower.com](mailto:ev@idahopower.com)

# EVSE Fast Charging Technical Assistance Terms and Conditions

Idaho Power and The Treasure Valley Clean Cities Coalition (“Providers”) have developed this offering (“Program”) to help accelerate the adoption of electric vehicles through strategic deployment of fast charging infrastructure by providing technical assistance to businesses interested in assessing Direct Current Fast Charging (“DCFC”)

Idaho Power has contracted with the Idaho Small Business Development Center (“SBDC”) to provide these services at no cost to the Participant.

## Terms and Conditions

1. Participant desires to participate in the Program for the purpose of identifying whether offering public DCFC charging is right for its business.
2. Participant authorizes Idaho Power to share Participant’s energy use history, billing rate, estimated billing impacts and site electric profile and upgrade evaluation and costs with the SBDC and Treasure Valley Clean Cities Coalition (“TVCCC”).
3. Participant understands technical assistance will be provided by the SBDC and may include all or part of the following:
  - Information about electric vehicle charging stations
  - Station sizing considerations
  - In conjunction with Idaho Power, station energy needs, billing impacts and electrical site upgrade overview
  - Vendor options and bids
  - Funding opportunities and guidance
4. Participant agrees to sign a SBDC project intake form.
5. Participant agrees to meet with the SBDC at least three (3) times and provide required information in a timely manner.
6. DCFC stations come in multiple capacity sizes. Sites can install one or more stations. Participant agrees to align on a quantity and size of stations and provide that information to the SBDC so that they may evaluate estimated equipment costs, electrical site upgrades, electrical billing impacts and funding opportunities.
7. Participant understands that the Providers shall cover the cost of the Technical Assistance provided Participant’s Application has been approved by the Providers in writing and complies with this Terms and Conditions.
8. Participant agrees to coordinate with SBDC to complete the Technical Assessment within ninety (90) days of approval of the Technical Assessment Application. Participant can request an extension in writing. Such extension may be approved by the Providers, in their sole discretion, on a case-by-case basis.
9. Participant shall maintain records related to the Assessment for a period of five (5) years after the completion of the Assessment. Participant agrees to allow the Providers full and free access to the Assessment records, including calculations, reports, vendor bids and grant or funding proposals referenced or generated in connection with the Assessment.

10. IDAHO POWER, TVCCC, AND SBDC NEITHER EXPRESSLY NOR IMPLICITLY WARRANT ANY PART OF THE ASSESSMENT. PARTICIPANT UNDERSTANDS THAT, WHILE THE PROVIDERS MAY PROVIDE A PROGRAM TO ENCOURAGE ENERGY EFFICIENCY, PROVIDERS ARE NOT LIABLE OR RESPONSIBLE IN ANY WAY FOR THE PERFORMANCE OR RESULTS OF THE ASSESSMENT OR THE PROGRAM. PROVIDERS MAKE NO WARRANTIES (EXPRESS OR IMPLIED) WHATSOEVER THAT PARTICIPANT WILL REALIZE ANY SAVINGS AS A RESULT OF THE ASSESSMENT OR THE PROGRAM. IN NO EVENT SHALL PROVIDERS BE RESPONSIBLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR UNDER ANY INDEMNITY PROVISION OR OTHERWISE RELATED TO THE ASSESSMENT OR THE PROGRAM. PARTICIPANT ASSUMES THE RISK OF ANY LOSS OR DAMAGE(S) THAT THE PARTICIPANT MAY SUFFER IN CONNECTION WITH ITS PARTICIPATION IN THE ASSESSMENT OR THE PROGRAM.

11. Participant understands that the SBDC (not the Providers) will perform the Assessments. Participant agrees that the SBDC is an independent contractor responsible for its work; that the Providers are not controlling or supervising the Assessments and that Providers are not responsible for the SBDC’s work. Participant shall independently evaluate any information provided as part of the Assessment.

12. Participant shall indemnify, hold harmless, reimburse and defend Providers from, for, and against any and all losses, liabilities, damages, claims, suits, actions, judgments, assessments, costs and expenses, including but not limited to any interest, penalties, or attorneys fees (collectively, “Claims”) from third parties arising out of the contractor’s work, the Assessment, and/or this Terms and Conditions, except to the extent caused by Provider’s sole negligence.

13. Providers do not endorse any particular manufacturer, contractor or product in promoting DCFC. The fact that the names of particular vendors may appear on educational information or bids does not constitute an endorsement.

14. Participation in the Program does not obligate the Participant to install electric vehicle charging.

15. If Participant moves forward in installing DCFC or any EV infrastructure, it does so at its own accord and cost.

16. Bids or estimates for installing DCFC including equipment and installation are estimates only and are subject to change. Participant is responsible for negotiating final scope of work and costs from equipment vendor and associated trade allies.

17. Participant will comply with all federal, state, and local safety, building and environmental rules, ordinances, codes,

regulations and accepted industry standards applicable to this Terms and Conditions.

18. Nothing in this Terms and Conditions, nor Participant's participation in the Program, shall create any employment, agency, joint venture, or partnership relationship between Participant and Providers, and nothing related to the Program shall be construed or interpreted to place any obligation on Providers to pay Participant any amounts as a result of Participant's participation in or expressly referenced in the Program.

19. Participant certifies that Participant's maintenance costs, in-house labor costs, overhead costs, or other indirect or direct costs to participate are not included in the cost of the Assessment and are not part of the reimbursement to be paid by Providers.

20. Waivers of any right, privilege, claim, obligation, condition, or default shall be in writing and signed by the waiving Party. No waiver of either Providers or Participant of any breach of this Terms and Conditions shall be a waiver of any preceding or succeeding breach, and no waiver by either Providers or Participant of any right under this Terms and Conditions shall be construed as a waiver of any other right.

21. Any obligation in this Terms and Conditions, which may involve performance subsequent to termination of this Terms and Conditions, or which cannot be ascertained or fully

performed until after termination of this Terms and Conditions, including without limitation, indemnification, waiver, and limitation of liability, shall survive.

22. Providers reserve the right to revise, postpone, terminate, or cancel Participant's participation in the Assessment or the Program for any reason without prior notice to Participant.

23. Providers reserve the right, at their sole discretion, to modify or amend this Terms and Conditions by giving notice (which may take place in any form) to Participant. No course of dealing between or among any Parties to this Terms and Conditions shall be deemed to change any part of this Terms and Conditions or any rights or obligations under this Terms and Conditions.

24. Enforcement interpretation of this Terms and Conditions shall be in accordance with the laws of the state of Idaho, notwithstanding its choice of law provisions. Venue shall be in Ada County, Idaho.