TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

P.O. Box 13087, MC 204
Austin, Texas 78711-3087

November 14, 2019

ADDENDUM NUMBER 1

TO

SOLICITATION NO. 582-20-10514

FOR

Light-Duty Motor Vehicle Purchase or Lease Incentive Program

GRANT APPLICATIONS DUE: **January 7, 2021 at 5:00 p.m. CT**

LISTED BELOW ARE THE CHANGES/ADDITIONS TO THIS SOLICITATION.

ISSUED BY: Sergio Vasquez 11/14/2019
Sergio Vasquez, Contract Specialist Date 11/14/2019

ADDENDUM № 1

**** Important Notice to Grantees ****

SOLICITATION NO. 582-20-10514

FOR

Light-Duty Motor Vehicle Purchase or Lease Incentive Program

GRANT APPLICATIONS DUE: **January 7, 2021 5:00 p.m. CST**

This Addendum to the Light-Duty Motor Vehicle Purchase or Lease Incentive Program (LDPLIP) serves to amend the Application and the Application Instructions.

Changes to the Application Forms (Exhibit A)

The TCEQ request applicants use the new Application Forms (Exhibit A) when applying for a LDPLIP grant. However, applications submitted on the old forms may be accepted at TCEQ's discretion.

Application Revisions

Some key changes to the LDPLIP Application are as follow:

- The Checklist is now at the front of the Application with bolded language to reiterate the requirement that the purchase or lease documents must be signed by both the dealer/lessor and the applicant prior to submitting the Application to TCEQ.
- The Application forms have been reordered for better processing.
- The Contract Terms and Conditions have been added to the Application.

Changes to the Application Instructions (Exhibit B)

The Application Instructions have been updated to align with the revised Application documents.

Exhibit A

Light-Duty Motor Vehicle Purchase or Lease Incentive Program

Rebate Application Form
TCEQ-20684 Version 19.02 (Rev.10-31-19)
Solicitation No. 582-20-10514-LD

A PROGRAM OF TCEQ

These forms are to be used to apply for a rebate grant under the Texas Commission on Environmental Quality's (TCEQ) Light-Duty Motor Vehicle Purchase or Lease Incentive Program (LDPLIP). The LDPLIP is a program under the Texas Emissions Reduction Plan (TERP).

Project eligibility criteria and types of purchases/leases eligible under this program are explained in the TCEQ's Notice of Rebates (NoR). By signing the application, the applicant is agreeing to the Terms and Conditions of the LDPLIP Grant, which become part of the Grant Contract. Applicants should review the Terms and Conditions and the NoR before completing this application. Documents can be found at<www.terpgrants.org> or a copy may be obtained by calling **1-800-919-TERP (8377).** Dealers and leasing companies (but not the buyer/lessee themselves) may request that TCEQ reserve a place in line for vehicles on order for a specific customer, subject to approval by the TCEQ. Information on the reservation process is available in the NoR and at <www.terpgrants.org>.

The TCEQ will attempt to provide updated information on the TERP webpage at <www.terpgrants.org> regarding the amount of funding still available. This information may also be obtained by calling 1-800-919-TERP (8377). However, as the grant awards approach the limits of funding availability, the TCEQ may not be able to provide assurances that funding will be available when an application is submitted. The TCEQ makes no guarantee that an eligible application will be funded and buyers or lessees should not make a purchase or lease decision that is dependent on receiving the rebate grant. The TCEQ may suspend acceptance of applications prior to the closing date if all available grants have been awarded.

Public Information Notice: Upon submission, all proposals become the property of the State of Texas and subject to the Texas Open Records Act, Texas Government Code, Chapter 552.

Application Deadline: This application form is only valid for the application period ending January 7th, 2021 or subsequent end date if the application period is extended. Applications are selected for funding on a first-come, first-served basis.

How to Submit an Application: If you have questions on how to fill out this form or about the LDPLIP, please contact us at 1-800-919-TERP (8377). 1. Submit a separate application for each vehicle to be funded. 2. Only one vehicle is allowed per application 3. Applications **cannot** be submitted by fax or email. 4. Submit two (2) completed application forms, both with original signatures to:

Regular Post Delivery:	**Express Delivery or Hand Delivery:**
Texas Commission on Environmental Quality Air Grants Division LDPLIP, MC-204 P.O. Box 13087 Austin, Texas 78711-3087	Texas Commission on Environmental Quality Air Grants Division LDPLIP, MC-204 12100 Park 35 Circle Building F, 1st Floor, Room 1301 Austin, Texas 78753

TCEQ

Light-Duty Motor Vehicle Purchase or Lease Incentive Program Application Checklist

Please ensure that you have read and attached all of the required documents for your grant program. All pages that require signatures must have **original signatures** in the designated areas. **No** photocopies, faxes, scanned copies or other copies of signatures will be accepted. If a signature page is missing or has been altered, the application will not be considered.

Note: Both the applicant and the dealer/lessor MUST sign the purchase or lease documents prior to submitting the application.

Application Form Checklist (all applications):		
Application Checklist	Please **read and attach** to application.	
Form 1: Application Information	**Please fill out entirely. Applicant Signature Required.**	
Form 2: New Vehicle Information	Please fill out entirely. **Dealer Signature Required.**	
Form 3: Certification of Eligibility	**Applicant Initials Required.**	
Form 4: Program Certifications	Please **read and attach** to application.	
Program Terms and Conditions	Please **read and attach** to application.	
Required Attachment Checklist (all applications):		
W-9 Form	**Signature Required**: https://www.irs.gov/pub/irs-pdf/fw9.pdf	
Copy of State or Federal Identification Card	Only applicable if applicant is individual or sole proprietor.	
Copy of Current Title and Registration OR Copy of Completed Application for Texas Title and Registration	Attach to Application.	
Copy of Completed Purchase/Lease Agreement or Retail Installment Contract	**Applicant and Dealer Signature Required.** All pages must be included.	
Other Acceptable Documents (in place of Purchase/Lease Agreement):	A Buyer's Order (all pages must be included). Signed by the Applicant and Dealer, plus one of the following: 1. Copy of cancelled check (front and back) showing payment in full. 2. A finance agreement with a financial institution (VIN and loan amount must be on agreement) 3. A retail installment contract signed by the financial institution and buyer 4. Copy of Registration Receipt 5. Copy of Title	
Required Attachments (CNG/LPG applicants only):		
Copy of Conversion Invoice	From Conversion Company listing Engine Family Code for the OEM and the converted engine, VIN, and mileage at conversion.	
Photo of Engine Plate/EPA Certification sticker	Must have Engine Family Code for the OEM and the converted engine.	
Proof of Payment for the Conversion System	If conversion was not part of the flow through process.	

Form 1: Application, Contract and Payment Approval.

1. Applicant Legal Name (Performing Party)

2. Applicant Information

Applicant Type:	-Select One-
Federal Employer Identification Number (if applicable):	

3. Applicant Contact Information

The applicant or an employee who has legal authority to sign for and speak on behalf of the entity.

Prefix	-Select	First		MI		Last		Suffix	
Title									
Primary Phone				Cell Phone					
E-mail Address									
Mailing Address									
City				State		Zip Code			

4. Applicant Signature (Performing Party):

By signing below, PERFORMING PARTY makes all certifications on the accompanying certification form (Form 2). Additionally, the PERFORMING PARTY agrees to be bound by the terms of this grant and any changes posted through addenda on the Electronic State Business Daily.

Performing Party Printed Name:	
Title:	
Performing Party Signature:	
Date of Signature:	

This form must have an original signature. Faxed or photocopied signature pages will not be accepted.

For Official TCEQ Use ONLY:

TCEQ Authorized Representative Contract Execution and Payment Approval			
Printed Name:	Nate Hickman		
Title:	Section Manager, Grant Development and Management Section		
By (Authorized Signature):			
Date of Signature:			
Contract Amount (as marked by TCEQ below)			
CNG or LPG:		Hydrogen Fuel Cell or Electric Drive (Plug-in or Plug-in Hybrid):	
Purchase or Lease (three-year or longer term) ($5,000.00)		Purchase or Lease (three year or longer term) ($2,500.00)	
Lease (two-year to less than three-year term) ($3,300.00)		Lease two-year to less than three-year term ($1,665.00)	
Lease (one-year to less than two-year term) ($1,665.00)		Lease one-year to less than two-year term ($832.50)	
Contract Period: The Effective Date of this contract is the date on which the contract is signed by the last of the parties above. The Expiration Date of this contract is the one-year (12 month) anniversary date of the vehicle purchase or lease date or 45 days after the Effective Date, whichever occurs later.			

Form 2: New Vehicle Information.

The form must be completed by an authorized representative of the vehicle dealer or leasing company and submitted with the other application forms.

1. Buyer/Lessee Information

Name of Buyer/Lessee:	

2. Reservation Number

Complete only if a reservation number was assigned by the TCEQ.	
TCEQ assigned Reservation Number (if applicable):	

3. Vehicle Information

The information for this section can be obtained from registration and/or purchase/lease documents.					
Last 4 digits of Vehicle Identification Number (VIN):					
Odometer Reading (at the time of purchase):					
County of Registration:		Purchase/Lease Date:			
Vehicle Make:		Vehicle Model:		Model Year:	

4. Fuel Type/Vehicle Weight

Refer to the Notice of Rebates for eligible fuel types, vehicle weight requirements, and other eligibility requirements. Information must be consistent with the application for title/registration and the purchase or lease documents.										
New Vehicle Fuel Type (Mark with an X):	Compressed Natural Gas:		Liquified Petroleum Gas:		Electric Drive/ (Plug-in only):		Electric Drive (Plug-in Hybrid):		Hydrogen Fuel Cell:	
Gross Vehicle Weight Rating (GVWR):										

5. Dealership/Lessor Information

By signing below, I certify that the company I represent is licensed by the State of Texas to sell or lease new vehicles in Texas. If a purchase, I certify that the vehicle is new and has never been subject to a first sale prior to this sale. If a lease, I certify that the vehicle was purchased new for the purpose of providing the lease, was never subject to a first sale prior to the purchase for lease, and was never subject to lease prior to this lease. To the best of my knowledge and belief the vehicle meets the eligibility requirements as set forth in the Notice of Rebates, and all information provided on this form is true and correct. I understand that failure to sign this form or signing a false statement may make the rebate contract voidable.

Name of Dealership/Leasing Company:					
Address:				County:	
City:		State:		Zip Code:	
Contact Phone Number:					
Dealer/Lessor TX License Number:					
Representative Printed Name:					
Dealer/Lessor Authorized Signature:			**Date of Signature:**		

Faxed or photocopied signature pages will not be accepted. This form must have an original signature, or the application will not be accepted.

Form 3: Certification of Eligibility to Receive a State-Funded Grant.

All applicants must complete this form to certify eligibility to receive a grant under this program, regardless if child support obligations apply to the applicant. Failure to submit this form may result in rejection of the application.

Certification Regarding Child Support Obligations.

Under Section 231.006, Texas Family Code, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive a state-funded grant or loan. All applicants must include in the application the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of 25% of the business entity submitting the application.

FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Section 231.006(c) and Section 231.302(c)(2) of the Texas Family Code. The SSN will be used to identify persons that may owe child support. The SSN will be kept confidential to the fullest extent allowed under Section 231.302(e), Texas Family Code.

Please check one of the following applicant options.

1. Individual or sole proprietorship	
2. One or more individuals own 25% or more of the business entity	
3. No individual owns 25% or more of the business entity	
4. Governmental entity	

If Option 1 or 2 is checked, list the name(s) and social security number(s) (SSN) below.

Name:		**Social Security Number (SSN):**	
Name:		**Social Security Number (SSN):**	
Name:		**Social Security Number (SSN):**	
Name:		**Social Security Number (SSN):**	
Name:		**Social Security Number (SSN):**	

I certify that to the best of my knowledge and belief that the individual or business entity submitting this application is eligible to receive a grant. I acknowledge that the grant contract may be terminated, and any payments withheld if this certification is inaccurate.

Initials:		**Date:**	

Form 4: Program Certifications.

By signing this application, the applicant assures and certifies that:

1. Legal Authority. The applicant possesses legal authority in the State of Texas to apply for the grant. The applicant's governing body has authorized the filing of the application, understands these certifications, and has directed and authorized the person identified as the authorized official to act in connection with the application and to provide any additional information.

2. Terms and Conditions. The applicant has read and understands the contract terms and conditions.

3. Historically Underutilized Businesses (HUBs). Qualified HUBs, as defined and designated under state law, shall have the maximum practicable opportunity to participate in the performance of the work arising out of this project.

4. Conflict of Interest. Applicant has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted application. Under Texas Government Code, Section 2155.004, no person involved in the preparation of the Request for Grant Applications may have any financial interest in this application. If applicant is not eligible, then any contract resulting from this application shall be immediately terminated. Furthermore, under Texas Government Code, Section 2155.004, the applicant certifies that the individual or business entity named in this application is not ineligible to receive the specified contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate.

5. Nondiscrimination. The applicant will comply with all State and Federal statutes relating to nondiscrimination.

6. Arms-Length Bargaining. The applicant acquired the grant-funded vehicle based on sound business practices and arms-length bargaining. The applicant complies with Texas statutes and rules relating to procurement. An entity will not be awarded a grant for the purchase or lease of a vehicle from itself. The parties to the transaction are independent, acting in their own self-interest, and do not have a close relationship. For example, a dealership may not purchase or lease a vehicle from itself or an affiliated dealership.

7. Grant Administration. The applicant will maintain an appropriate grant administration system to ensure that all terms, conditions, and specifications of the grant, including these certifications, are met.

8. Audit. Acceptance of funds under this program acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit an investigation in connection with those funds. The applicant or other entity that may receive funds directly or indirectly under LDPLIP must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Applicant will ensure this clause concerning the authority to audit funds received indirectly and the requirement to cooperate is included in any subcontract it awards.

9. Debt to the State. The applicant is not indebted to the state or has an outstanding tax delinquency and understands that the Texas Comptroller may not pay a person who is indebted to the state or has a tax delinquency. The applicant must comply with all State and Federal tax laws and fee requirements and is solely responsible for filing all State and Federal tax and fee forms.

10. Contracting with an Executive of a State Agency. Under Government Code, Section 669.003, relating to contracting with an executive of a state agency, applicant represents that no person who, in the past four years, served as an executive of the Texas Commission on Environmental Quality (TCEQ) or any other state agency, was involved with or has any interest in this application. If applicant employs or has used the services of a former executive head of TCEQ or other state agency, the applicant shall provide the following information: name of former executive, name of state agency, date of separation from state agency, position with applicant, and date of employment with applicant.

11. Debarment. Applicant certifies that the applying entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity. Applicant certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

Continued on next page.

12. Hurricane Katrina and Other Natural Disasters. Under Section 2155.006(b) of the Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, the applicant certifies that the individual or business entity named in this Application is not ineligible to receive the specified contract and acknowledges that any contract resulting from this RFGA may be terminated and payment withheld if this certification is inaccurate.

13. The applicant has not been adjudicated during the preceding three-year period to have committed substantive, non-clerical violations resulting in an actual release of hazardous waste that presented an imminent and substantial danger to the public health and safety or the environment.

14. Applicant, nor any of its officers, have been adjudicated by a court of law to have violated the Texas Deceptive Trade Practices Act.

15. If any of these certifications change between submittal of the Application and award of a contract or cancellation of the Solicitation, you will promptly notify TCEQ.

Contract Documents.

By signing the signature block on Form 1: Application, Contract, and Payment Approval, and subject to execution of a contract by the TCEQ, PERFORMING PARTY agrees that the following documents comprise the entire Contract between TCEQ and the PERFORMING PARTY (in order of precedence in the event of conflicts):

a) TCEQ Grant Contract, including Form 1: Application, Contract, and Payment Approval; Form 2: New Vehicle Information; Form 4: Program Certifications; LDPLIP Terms and Conditions;
b) Purchase or lease documents submitted with the application forms;
c) Notice of Rebates (NoR); and
d) the following, which may be delivered or issued after the Effective Date of the Agreement and are not attached: all other written documents amending, modifying, or supplementing the Contract Documents pursuant to the LDPLIP Terms and Conditions.

There are no Contract Documents other than those listed above. The Contract Documents may be amended, modified, or supplemented only as provided in the LDPLIP Terms and Conditions.

Personally identifiable information (PII) such as driver’s license number, social security number, bank account, or any other data that could potentially identify a specific person will be redacted from the contract documents, including the copy that you receive if awarded a grant.

Release of Claims.

By signing the signature block on Form 1 - Application, Contract, and Payment Approval and subject to execution of a contract by TCEQ and receiving all payment due and payable under the contract, the PERFORMING PARTY hereby releases all claims against the TCEQ and its officers, agents, and employees from any and all claims arising under or by virtue of the TCEQ's contract with PERFORMING PARTY.

Texas Emissions Reduction Plan

Light-Duty Motor Vehicle Purchase or Lease Incentive Program (LDPLIP)

CONTRACT TERMS AND CONDITIONS

ARTICLE 1. STATEMENT OF CONTRACT

1.1 Statement of Contract. This Contract is entered into by the parties listed on Form 1: Application, Contract & Payment Approval ("Form 1") for the purpose of awarding a rebate to incentivize the purchase or lease of a LDPLIP-eligible vehicle. The purchaser or lessee ("Applicant" or "PERFORMING PARTY") agrees to operate and register the eligible vehicle purchased or leased under this Contract in Texas for a minimum of one calendar year (12 months) from the date of purchase or lease. If the LDPLIP application is approved and funds are available, the Texas Commission on Environmental Quality (TCEQ) will issue the Applicant the appropriate LDPLIP rebate. All incentives are subject to the Texas Uniform Grant Management Standards and this Contract.

1.2 Contract Period. The Effective Date of this Contract is the date of TCEQ's signature on Form 1. This Contract will commence on the Effective Date and shall terminate one calendar year (12 months) from the date of purchase or lease of the vehicle, or 45 days from the Effective Date, whichever occurs later.

1.3 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, and termination or completion of this Contract.

1.4 Remedies Available to the TCEQ. In accordance with Texas Government Code Chapter 2261, TCEQ may implement any of the following Schedule of Remedies in the event of any breach of the requirements of this Contract, including failure to conform to the LDPLIP requirements or applicable law:

1.4.1 reject substandard performance and request corrections without charge to the TCEQ;

1.4.2 issue notice of substandard performance or other non-conforming act or omission;

1.4.3 request and receive return of any over payments or unallowable payments; and

1.4.4 reject LDPLIP request and suspend payment pending accepted revision of substandard performance or non-conformity.

1.5 Cumulative Remedies. TCEQ may avail itself of any remedy provided in this Contract or in law to recover any losses arising from or caused by the PERFORMING PARTY's substandard performance or any material non-conformity with the Contract or the law. The remedies available to either party in this Contract shall not limit the remedies available to the parties under law.

1.6 Amounts of costs stated in this Contract are maximum amounts of the LDPLIP. By stating the amounts, TCEQ does not 1) guarantee payment of those amounts or 2) waive the requirements for the LDPLIP which must be satisfied by the PERFORMING PARTY.

ARTICLE 2. FUNDING AND LEGAL AUTHORITY

2.1 This Contract and all claims, suits or obligations arising under or related to this Contract are subject to and limited to those funds which are both:

2.1.1 appropriated by the Texas Legislature for the purposes of this Contract; and

2.1.2 actually received and deposited into an account of the Treasury dedicated to the TCEQ for the purposes of this Contract.

2.2 Any state funds provided are appropriated to TCEQ under the Appropriations Act (House Bill 1) of the 86th Texas Legislature and expenditure is authorized by Texas Health and Safety Code Chapter 386.

2.3 This Contract is entered into by the TCEQ and the PERFORMING PARTY pursuant to Texas Health and Safety Code Chapter 386. Further authority is contained in Texas Water Code Section 5.124, Authority to Award Grants, and Section 5.229, pertaining to the TCEQ's general authority to enter contracts.

ARTICLE 3. INCENTIVE

3.1 If the LDPLIP application is approved and signed by both parties, and funds are available, the TCEQ will issue the PERFORMING PARTY up to $5,000 for the purchase or lease of an eligible LDPLIP vehicle. Leases will be prorated based on a one to four-year lease term. The approved amount is marked by TCEQ on Form 1 of the application.

3.2 For any purchase or lease, the PERFORMING PARTY must submit any supporting documentation required or requested by TCEQ.

3.3 The TCEQ may waive the requirement for submission of any supporting documents that are not applicable to the PERFORMING PARTY.

3.4 The TCEQ may at any time, in its sole discretion, in the best interests of the State establish additional criteria and requirements for the LDPLIP.

3.5 The TCEQ is not obligated to make payment until the LDPLIP application is approved by the TCEQ.

3.6 No entitlement. The PERFORMING PARTY does not have an expectation or entitlement to any financial assistance under this Contract. Therefore, the PERFORMING PARTY waives any claim for damages arising or resulting from TCEQ's termination of this Contract for any reason.

3.7 The PERFORMING PARTY is not a “vendor” of goods and services within the meaning of Texas Government Code Chapter 2251. Therefore, the provisions for interest on payments under that statute do not apply to this Contract.

ARTICLE 4. ADDITIONAL TERMS AND CONDITIONS

4.1 Laws. This Contract is subject to: (1) Texas Health and Safety Code Chapter 386; (2) the Uniform Grant and Contract Management Act, Texas Government Code, Chapter 783, and the Uniform Grant and Contract Management Standards for State Agencies; (3) Appropriations Act of the 86th Texas Legislature, pertaining to appropriation of funds to TCEQ for grants and grants by state agencies; (4) Texas Government Code Chapter 2261, pertaining to cost reimbursement contracts; (5) Texas Government Code Section 556.0055, pertaining to lobbying; (6) TCEQ rules and policies, pertaining to TCEQ contracts and grants; (7) 30 Texas Administrative Code Sections 114.610 – 114.612; and (8) other applicable Federal and State rules and statutes.

4.2 Notice of Rebates. This Contract is subject to the criteria established in the Notice of Rebates issued by the TCEQ and under which the LDPLIP application was submitted, including any subsequent amendments.

4.3 Child Support. Under Texas Family Code Section 231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive a state-funded grant or loan. By executing this Contract, the PERFORMING PARTY certifies that the individual or business entity named in this

Contract is eligible to receive the specified rebate and acknowledges that this Contract may be terminated, and payment may be withheld if this certification is inaccurate.

4.4 State Auditor's Office. The PERFORMING PARTY understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, a person or entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The PERFORMING PARTY agrees to cooperate fully with the State Auditor's Office in the course of the audit or investigation, including providing all records requested.

4.5 Compliance with Laws. The PERFORMING PARTY shall give all notices and comply in all material respects with all laws and regulations applicable to the award and performance of the LDPLIP. Except where otherwise expressly required by applicable laws and regulations, TCEQ shall not be responsible for monitoring the PERFORMING PARTY's compliance with any laws or regulations.

4.6 Sovereign Immunity. The parties hereby agree that this Contract does not waive the State's sovereign immunity relating to suit, liability, and the payment of damages.

4.7 Governing Law and Venue. This Contract shall be construed and interpreted in accordance with the laws of the State of Texas, excluding any choice of law rules which may direct the application of laws of another jurisdiction. Any action at law or in equity to enforce the terms and conditions of this Contract shall be brought in Travis County, Texas. This provision does not waive the TCEQ's sovereign immunity.

4.8 Severability. If any provision of these Contract Documents is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or unenforceable, it shall be deemed severable (to the extent of such illegality, invalidity or unenforceability) and the remaining part of the provision and the rest of the provisions of these Contract Documents shall continue in full force and effect. If possible, the severed provision shall be deemed to have been replaced by a valid provision having as near an effect to that intended by the severed provision as will be legal and enforceable.

4.9 Indemnification. To the extent permitted by law, the PERFORMING PARTY agrees to indemnify and hold harmless the State of Texas and the TCEQ, including its employees and officers, against and from any and all liability, loss, or damages arising out of actions of the PERFORMING PARTY in the performance of this Contract.

4.10 Representations. The PERFORMING PARTY hereby ratifies and attests to all representations and certifications in the Application and agrees to give prompt written notice to the TCEQ if there is any material change in these representations or certifications.

4.11 Additional Evidence. The TCEQ may at any time before or after reimbursement, as necessary in its sole discretion, request additional evidence concerning costs.

4.12 Offsets for debts owed to the State. The TCEQ may offset against payments, any amounts owed by the PERFORMING PARTY or its principals to the TCEQ or the State of Texas, whether owed under this program or otherwise.

4.13 Maintenance of Records.

4.13.1 The PERFORMING PARTY shall maintain books, records, documents, and other evidence reasonably pertinent to requirements of the Contract, including the Contract Documents or subsequent amendments. All financial records will be maintained in accordance with generally accepted accounting principles, the Uniform Grant Management Standards, and this Contract. The PERFORMING PARTY shall allow access to all the materials, including bank statements and records, to the TCEQ, the State of Texas, the State Auditor's Office, and any of

their authorized representatives for the purpose of review, inspection, audit, excerpts, transcriptions, and/or copying during normal business hours. The PERFORMING PARTY shall provide appropriate facilities and equipment for such access and inspection.

4.13.2 The PERFORMING PARTY agrees to the disclosure of all information and reports resulting from access to records under this Contract.

4.13.3 Records under this Article shall be maintained by the PERFORMING PARTY while participating in the LDPLIP and for three (3) years after the termination of this Contract. If any litigation, claim, negotiation, audit, cost recovery, or other action (including actions concerning costs of items to which an audit exception has been taken) involving such records has been started before the expiration of the three-year period, such records must be retained until completion of the action or resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

4.14 Data and Publicity.

4.14.1 All data and other information developed under this Contract shall be furnished, upon request, to the TCEQ and shall be public data and information except to the extent that it is exempted from public disclosure by the Texas Public Information Act, Texas Government Code Chapter 552.

4.14.2 The PERFORMING PARTY agrees to notify TCEQ prior to releasing any information to the news media regarding the Grant Activities. The PERFORMING PARTY will acknowledge the financial support of the TCEQ whenever a Grant Activity is publicized or reported in news media or publications.

4.15 TCEQ retains the discretion to determine what actions constitute a material breach, whether or not the non-compliance is specified as a material breach in this Contract.

4.16 The parties to this Contract expressly agree that time is of the essence for this contract.

4.17 The terms include, included, including, and includes when used in this Contract shall mean "includes but not limited to."

4.18 Unless authorized in writing by the TCEQ in accordance with this Contract, no waiver of any obligation of the PERFORMING PARTY shall bind the TCEQ. Any such authorized waiver shall not constitute a continuing waiver of the obligation

4.19 Assignment. No delegation of the obligations, rights, or interests in the Contract, and no assignment of payments by PERFORMING PARTY will be binding on TCEQ without its written consent, except as restricted by law. No assignment will release or discharge the PERFORMING PARTY from any duty or responsibility under the Contract.

4.20 TCEQ and the PERFORMING PARTY each binds itself, its successors, assigns and agents to the other party's, successors, assigns and representatives in respect to all covenants and obligations contained in the Contract Documents.

4.21 Abortion Funding Limitation – PERFORMING PARTY represents and warrants that payments made by TCEQ to PERFORMING PARTY and PERFORMING PARTY's receipt of appropriated funds under the Contract are not prohibited by Article IX, Section 6.25 of the General Appropriations Act, 86th Legislative Session (2019), nor by Texas Government Code, Chapter 2272 *Prohibited Transactions* [Senate Bill 22, 86th Legislative Session (2019)].

ARTICLE 5. TERMINATION

5.1 This Contract may be terminated in whole or in part by the TCEQ for cause, including a material failure to comply with the Contract Documents.

5.2 Termination of this Contract under any circumstances shall not constitute a waiver of

any rights or remedies that TCEQ may exercise under this Contract or otherwise as provided by law.

5.3 This Contract may be terminated in whole or in part by the TCEQ for its convenience. Circumstances in which this may occur include the Texas Legislature's withdrawal of the appropriation for this project or the depletion of the Texas Emissions Reduction Plan Fund, which results in the unavailability of funds to complete this project.

5.4 If, during the performance of the Grant Activities, the PERFORMING PARTY chooses to not complete the Grant Activities and withdraws from the obligations under this Contract, the PERFORMING PARTY may terminate this Contract by providing ten (10) days written notice to the TCEQ and returning any payments already received.

— **End of Terms and Conditions** —

Exhibit B

1.0 PURPOSE

These instructions are designed to help applicants complete and submit grant applications to the Texas Commission on Environmental Quality (TCEQ) under the Light-Duty Motor Vehicle Purchase or Lease Incentive Program (LDPLIP). Upon submission, all proposals become the property of the State of Texas and as such become subject to public disclosure under the Texas Public Information Act (PIA), Texas Government Code, Chapter 552.

2.0 APPLICATION DOCUMENTS AND TOOLS

To get started with the application, download the following application documents and tools from the TERP website at www.terpgrants.org:

1. LDPLIP Notice of Rebates (NoR)
2. Application Instructions
3. TCEQ-20684 Version 19.02 LDPLIP Application Form

3.0 IMPORTANT NOTE TO ALL APPLICANTS

1. One activity may be submitted per grant application. An activity is the purchase or lease of a new vehicle.
2. The contents of application forms should never be altered.
3. Applications must have original signatures in ink where required to avoid being ineligible for a grant. Photocopies, faxes, scanned copies, or other copies of forms without original signatures will not be accepted.

4.0 HOW TO APPLY

1. Review the eligibility requirements outlined in the NoR.
2. Complete two copies of the TCEQ-20684 Version 19.02 Project Application using the instructions outlined in Section 4.1 below.
3. The applicant (Performing Party) must sign each copy of the TCEQ-20684 Version 19.02 Project Application where indicated. Use the checklist provided at the front of the application to ensure that you have not missed any signature pages.

4. Submit two signed copies of the TCEQ-20684 Version 19.02 Project Application and two sets of required attachments by the application deadline:

   Regular Mail:

   Texas Commission on Environmental Quality
   Air Grants Division
   LDPLIP, MC-204
   PO Box 13087
   Austin, TX 78711-3087

   Express Mail or Hand Delivery:

   Texas Commission on Environmental Quality
   Air Grants Division
   LDPLIP, MC-204
   12100 Park 35 Circle
   Building F, 1st Floor, Room 1301
   Austin, TX 78753

TIP: Save your staples, clips, folders, and binders. Use a paperclip to secure each copy of the application packet.

4.1 HOW TO COMPLETE AN APPLICATION FORM

CHECKLIST

Review and complete this form to ensure that all appropriate forms are signed and all additional documents are included in the application packet.

FORM 1 – APPLICATION, CONTRACT, AND PAYMENT APPROVAL

Section 1 – Applicant Legal Name (PERFORMING PARTY)

The legal name of the grant applicant should be the name of the person/entity applying for a grant and should match the driver's license and vehicle title and purchase or lease agreement. The name that appears in Section 1 will be used for contracting purposes.

Section 2 – Applicant Information

Applicant Type. Use the descriptions below to identify the applicant type. Select the applicable applicant type from the drop-down list.

- **Individual**: A person not owning a business.
- **Sole Proprietor**: A person operating as a business that has not been incorporated. The applicant may be registered under an assumed name (commonly referred to as a DBA). The applicant must provide a Federal Employers Identification Number (FEI) registered with the Texas Secretary of State (SOS) if the applicant is operating as a company or other entity.

- **Partnership**: A legal relationship that exists between two or more persons or other legal entities contractually associated as a business. The applicant must provide an FEI registered with the Texas SOS.
- **Limited Partnership**: Partnership formed by two or more persons and having one or more general partners and one or more limited partners. The applicant must provide an FEI registered with the Texas SOS.
- **Texas Corporation**: A profit or non-profit Corporation chartered by the State of Texas. The applicant must provide an FEI registered with the Texas SOS.
- **Professional Association**: An entity that provides a professional service requiring a state license, such as medical doctors and related professional organizations. The applicant must provide an FEI registered with the Texas SOS.
- **Professional Corporation**: An entity that provides a professional service requiring a state license, other than those related to the practice of medicine. The applicant must provide an FEI registered with the Texas SOS.
- **Out-of-State Corporation**: A profit or non-profit Corporation chartered by a governmental entity outside the State of Texas, with the right to transact business in the State of Texas. The applicant should have an 11-digit Texas Taxpayer Number active with the Texas Comptroller's Office and a Texas SOS File Number. The applicant must provide an FEI.
- **State Agency/University**: Any Texas state agency or institution of higher education created by the Texas Legislature. The applicant must provide an FEI. Does not include federal agencies or state agencies of other states.
- **Governmental Entity**: Any county or legal government agency not created by the Texas Legislature, such as city governments and federal agencies. Does not include Texas state agencies or institutions of higher education. The applicant must provide an FEI.
- **Other**: Organizations not defined within one of the other ownership types; such as estates, or informal organizations not chartered by the Texas Secretary of State. The applicant must provide an FEI.

Federal Employers Identification Number (if applicable):

Enter the Federal Employer's Identification Number (FEI) if applying as a company or other entity.

Section 3 – Applicant Contact Information

The applicant or an employee of the applicant authorized to apply for the grant. Provide the name, title, and address of the applicant.

Section 4 – Applicant Signature (Performing Party):

By signing as the PERFORMING PARTY, you as the applicant are making all the certifications on the accompanying certification forms in the application (Form 4).

FORM 2 – NEW VEHICLE INFORMATION

Section 1 – Buyer/Lessee Information

The legal name of the grant applicant should be the name of the person/entity applying for a grant and should match driver's license and vehicle title. The name that appears in Section 1 will be used for contracting purposes.

Section 2 – Reservation Number

Complete only if a reservation number was assigned by TCEQ. (Refer to NoR.)

Section 3 – Vehicle Information

- **Vehicle Identification Number (VIN):** Enter the last 4 digits of the VIN on the vehicle.
- **Odometer Reading:** Enter the mileage shown on the odometer at the time of purchase or lease.
- **County of Registration:** Enter the county the vehicle is registered in.
- **Purchase/Lease Date:** Enter the purchase or lease date.
- **Vehicle Make:** Enter the name of the vehicle manufacturer.
- **Vehicle Model:** Enter the specific vehicle model name and/or number assigned by the manufacturer.
- **Vehicle Model Year:** Enter the specification or model year for the vehicle.

Section 4 – Fuel Type/ Vehicle Weight

- **New Vehicle Fuel Type:** Mark with an X the type of fuel that is powering the engine.
- **Gross Vehicle Weight Rating (GVWR):** The GVWR is the total allowable or recommended vehicle weight in pounds, including the loaded weight of the vehicle, driver, passengers, and cargo.

Section 5 – Dealership/Lessor Information

The Dealership/Lessor is the entity the applicant purchases or leases the new vehicle from. Provide the Dealership name, address, contact phone number, Dealership/Lessor TX license number and name of the Dealership Representative Official. The Dealership Representative must sign and date Form 2.

FORM 3 – CERTIFICATION OF ELIGIBILITY

- All individuals or business entities, including sole ownerships, must complete this form regardless of whether child support obligations apply to the grant applicant.
- If box 1 is checked, you must fill in the individual name and social security number.
- If box 2 is checked, you must fill in all individuals' names and Social Security numbers that own 25% or more of the business.
- If box 3 or 4 is checked, the Authorized Official must sign and date the Form.

Once the application has been printed, the Authorized Official must provide an original ink signature. Photocopies, stamps, or electronic signatures will not be accepted.

FORM 4 – PROGRAM CERTIFICATIONS (2 PAGES)

Read the entire form to understand the basic contractual provisions between the applicant and the TCEQ if awarded a grant.

TERMS & CONDITIONS (5 PAGES)

Read the entire terms and conditions to understand the basic contractual provisions between the applicant and the TCEQ if awarded a grant.

Questions? We are here to help. Contact TERP staff at 1-800-919-TERP (8377) or at terp@tceq.texas.gov.