

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)

LIGHT-DUTY MOTOR VEHICLE PURCHASE OR LEASE INCENTIVE PROGRAM (LDPLIP) CONTRACT

Contract Name	Light-Duty Motor Vehicle Purchase or Lease Incentive Program (LDPLIP)
Contract Number	
PERFORMING PARTY Application Number	
PERFORMING PARTY Name	
Total Contract Amount Not to Exceed	
Contract Effective Date	TCEQ Date of Signature
Contract Expiration Date	One Year from Contract Effective Date

PERFORMING PARTY Mailing Address	
Grant Vehicle VIN (last 4 digits)	
Application Received Date	

<b>Offer made by the PERFORMING PARTY on XX/XX/XXXX is accepted by TCEQ.</b>
Jody Ibargüen, Manager Project Management Section
TCEQ Signature
TCEQ Signature Date

## Texas Commission on Environmental Quality

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

#### Light-Duty Grant Eligibility Criteria

**Review the Online Application Instructions for more detailed guidance on how to complete and submit a Light-Duty Motor Vehicle Purchase or Lease Incentive Program (LDPLIP) online application.**

- 1) If you receive grant funds under this program for an alternatively-fueled vehicle, will you operate and register this vehicle in Texas for at least one year (12 months) from the date of purchase or lease?
- 2) Has the applicant taken possession of the new vehicle?
  - 2.1) Enter the date of last signature on Purchase/Lease document.
- 3) Is the applicant a current TCEQ employee?
- 4) What is the fuel type of the new vehicle?

#### Applicant Information

- 1) Applicant Legal Name (must match IRS Form W-9)
- 2) Ownership Code (Business Type)
  - 2.1) First Name
  - 2.2) Middle Initial
  - 2.3) Last Name
  - 2.4) Suffix
  - 2.5) Social Security Number (SSN)

##### **Certification Regarding Child Support Obligations**

**An application for a grant paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent 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) of the Texas Family Code.**

- 3) Select the applicant option
- 4) I certify that the individual or business entity submitting this application is not ineligible to receive the specified grant and acknowledge that this contract may be terminated, and payment may be withheld if this certification is inaccurate.

#### Application General Information

- 1) Project Type
- 2) Project Emission Source
- 3) Project Fuel Type

#### Light-Duty Program Certification

**The following certifications are required in order to ensure compliance with state laws, rules, and agency policies regarding this program and the appropriate use of state funds. If any of these certifications materially change after submittal of the application, you will provide prompt written notice to TCEQ within three business days of becoming aware of the change.**

**Information, documentation, and other material in connection with this solicitation or any resulting grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code. In accordance with Section 2252.907 of the Texas Government Code, applicant is required to make any information created or exchanged with the State pursuant to the grant, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.**

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) **Conflict of Interest.** Performance under any resulting grant or contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Applicant agrees to comply with all conflict-of-interest prohibitions and disclosure requirements during the course of the contract:

- 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, 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.

3) **Arms-Length Bargaining.** The applicant acquired the grant-funded vehicle based on sound business practices and arms-length bargaining. The applicant complied with any applicable 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. For example, a dealership may not purchase or lease a vehicle from itself or an affiliated dealership.

4) **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.

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

6) **Risk Review.** The applicant's prior performance under other TCEQ contracts or applications may be considered in determining eligibility. Applicants with outstanding invoices from TCEQ or those who are classified as "high risk" will not be eligible for a LDPLIP grant until all outstanding invoices are resolved or until they are no longer considered "high risk".

7) **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.

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 or 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. The applicant agrees to comply with Section 321.022 of the Texas Government Code which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

9) **Debarment and Excluded Parties.** 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, including the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration. Applicant certifies that it is not listed on the federal government's terrorism watch list or prohibited vendors list as authorized by Executive Order 13224.

10) **Lobbying Expenditure Restriction.** Any receipt of funds under any resulting contract are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

11) **Abortion Funding Limitation.** The applicant represents and warrants it is not an abortion provider or an affiliate of an abortion provider under Texas Government Code, Chapter 2273, Prohibited Transactions.

12) **COVID-19 Vaccine Passport Prohibition.** Under Section 161.0085 of the Texas Health and Safety Code, the applicant certifies that it is not ineligible to receive state grant funds.

13) **Government Applicants.** If applicant is a local government, it will comply with Chapter 176 of the Texas Local Government Code, and certifies it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban under Local Government Code Section 364.003. If the applicant is a governmental entity, it represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure of protections for certain charitable organizations, charitable trusts, and private foundations, and will also comply with Chapter 551 of the Texas Government Code regarding open meetings.

14) **Firearm Suppressor Policy Applicable to state and local entities and officials.** Applicant certifies that it has not received a final judicial determination finding it adopted a rule, order, ordinance, or policy under which it enforces, or allows the enforcement of, a federal statute, order, rule, or regulation that purports to regulate a firearm suppressor in violation of Texas Gov't Code Sec. 2.102(a) in an action brought by the Attorney General under Texas Gov't Code Sec. 2.104. If Applicant is currently being sued under Texas Gov't Code Sec. 2.104 or is being sued under this section at any point during the duration of this grant, Applicant agrees to immediately disclose the lawsuit and its posture to the Agency.

## Light-Duty Contract Terms and Conditions

If this LDPLIP application is approved and funds are available, the TCEQ will issue a LDPLIP grant. The applicant will receive a digital copy of the contract signed by TCEQ which includes the approved contract amount. All grants are subject to the RFGA qualifications, applicant certifications, and the following terms and conditions. By selecting "Agree", the applicant indicates they have read, understand, and agree with the statement.

1) **Statement of Contract.** The parties agree that this constitutes a binding Contract. The parties are the Texas Commission on Environmental Quality (TCEQ) and the purchaser or lessee of a LDPLIP-eligible vehicle ("Applicant" or "PERFORMING PARTY"). The purpose of this Contract is to award a grant to the purchaser or lessee of a LDPLIP-eligible vehicle.

2) **Obligation.** The purchaser or lessee ("Applicant" or "PERFORMING PARTY") agrees to operate and register the LDPLIP grant-eligible vehicle in Texas for a minimum of one calendar year (12 months) from the vehicle purchase or lease date. The vehicle purchase or lease date is the date shown on the purchase or lease document(s) incorporated within this Contract.

3) **Contract Period.** The Contract begins on the date TCEQ counter-signs and executes this Contract. The Contract ends one year (12 months) from that date.

4) All representations, indemnifications, warranties, and certifications 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, termination, or completion of this Contract.

5) This Contract shall not be construed as creating a debt on behalf of TCEQ in violation of Article III, Section 49a of the Texas Constitution. The PERFORMING PARTY understands that all obligations arising under or related to any grant are subject to the availability of grant funds. A grant is subject to termination or cancellation, either in whole or in part, without penalty to TCEQ if such funds are unavailable.

6) This Contract is entered into by TCEQ and the PERFORMING PARTY pursuant to Texas Health and Safety Code Chapter 386, and Title 1 Texas Administrative Code (TAC), Chapter 114, Subchapter K, Division 2. Further authority is contained in Texas Water Code Section 5.124, Authority to Award Grants, and Section 5.229, pertaining to TCEQ's general authority to enter contracts.

7) **LDPLIP Eligible Vehicles.** The vehicle must meet the requirements in Sections 2.4 Eligible Motor Vehicles and 2.6 Additional Considerations in the LDPLIP Request for Grant Applications (RFGA), and 1 TAC Ch. 114, Subchapter K, Division 2.

8) **Award Amount.** The LDPLIP grant amount paid by TCEQ will be based on the following payment levels as indicated in the PERFORMING PARTY's application and attached lease or payment documents

a. For the purchase or lease of a new light-duty motor vehicle powered by CNG or LPG:

- o Purchase or Lease (three-year or longer term):  
\$5,000
- o Lease (two-year to less than three-year term):  
\$3,330 (66.6%)
- o Lease (one-year to less than two-year term):  
\$1,665 (33.3%)

b. For the purchase or lease of a new light-duty motor vehicle powered by hydrogen fuel cell or other electric drive plug-in or plug-in hybrid):

- o Purchase or Lease (three-year or longer term):  
\$2,500
- o Lease (two-year to less than three-year term):  
\$1,665 (66.6%)
- o Lease (one-year to less than two-year term):  
\$832.50 (33.3%)

9) For any purchase or lease, the PERFORMING PARTY must submit any supporting documentation required or requested by TCEQ. TCEQ may, at any time before or after reimbursement, as necessary in its sole discretion, request additional evidence concerning costs.

10) **Amendments.** This Contract may be amended by written, signed, mutual agreement for material changes such as changes to the contract amount and other changes that affect the material obligations of the parties. TCEQ may issue unilateral amendments to correct typographical errors or other minor, non-material changes.

11) **Termination.**

- a. This Contract may be terminated in whole or in part by TCEQ for cause, including a material failure to comply with the Contract Terms and Conditions. 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. TCEQ retains the discretion to determine what actions constitute a material breach and whether or not the non-compliance is specified as a material breach in this Contract.
- b. The PERFORMING PARTY may choose to terminate this Contract by providing ten (10) days written notice to TCEQ and returning any payments already received.

12) **Dispute Resolution.** The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under this Contract.

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

- Demand restitution and recover payments for nonconformance with LDPLIP Contract Terms and Conditions. This includes the repayment of any improperly expended funds and/or all grant funds paid by TCEQ. TCEQ may reduce the amount of grant funds required to be returned by a percentage reflecting the term of actual vehicle ownership, registration, and operation in Texas, as determined by TCEQ.

14) **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.

15) **Compliance with Laws.** The PERFORMING PARTY shall give all notices and comply in all material respects with all laws and regulations applicable to this Contract and 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.

16) **Sovereign Immunity.** The parties hereby agree that no provision of the LDPLIP grant award or this Contract is in any way intended to constitute a waiver by TCEQ or the State of Texas of any immunity relating to suit, liability, and the payment of damages.

17) **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 TCEQ's sovereign immunity.

18) **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.

19) **Indemnification.** To the extent permitted by law, the PERFORMING PARTY agrees to indemnify and hold harmless the State of Texas and 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 any resulting contract.

20) **Debts and Delinquencies.** The PERFORMING PARTY acknowledges and agrees that, to the extent it owes any debt including, but not limited to, delinquent taxes, delinquent student loans, and child support owed to the State of Texas, any payments or other amounts the PERFORMING PARTY is otherwise owed under this Contract or grant may be applied toward any debt the PERFORMING PARTY owes the State of Texas until the debt is paid in full. These provisions are effective at any time the PERFORMING PARTY owes any such debt or delinquency.

21) **Maintenance of Records.** The PERFORMING PARTY shall maintain and retain all records relating to the performance of this Contract including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the PERFORMING PARTY while participating in the LDPLIP and for four (4) years after the Contract expiration date or until any litigation, claim, negotiation, audit, cost recovery, or other action involving such records has been resolved.

22) **Publicity.** The PERFORMING PARTY agrees to notify TCEQ prior to releasing any information to the news media, publications, or websites regarding this Contract. The PERFORMING PARTY will acknowledge the financial support of TCEQ regarding this Contract if the PERFORMING PARTY's grant award is publicized or reported in news media, websites, or other publications. Performing Party agrees not to use the TCEQ logo or the TCEQ graphic or the likenesses of TCEQ employees as an advertisement or endorsement without written permission signed by the appropriate TCEQ authority.

23) **Assignment.** No delegation of the obligations, rights, or interests in the Contract, and no assignment of payments by the 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.

24) **Waiver.** With the exception of an express, written waiver in the form of a unilateral amendment signed by TCEQ, no act or omission will constitute a waiver or release of PERFORMING PARTY's obligation to perform conforming Contract activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion.

25) TCEQ and the PERFORMING PARTY each bind 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.

26) **Counterparts.** This Contract may be signed, including electronic signature, in any number of copies. Each copy when signed is deemed an original and each copy constitutes one and the same Contract.

**27) Contract Documents.**

- a. By the execution of the Contract by TCEQ, the 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):
  - i. TCEQ Light-Duty Contract Terms and Conditions;
  - ii. LDPLIP Request for Grant Applications (RFGA) and any addenda, incorporated herein by reference;
  - iii. The PERFORMING PARTY's LDPLIP Application, including the Light-Duty Program Certifications and purchase or lease documents submitted with the application forms; and
  - iv. The following, which may be delivered or issued after the Contract Effective Date and are not attached: all other written documents amending, modifying, or supplementing the Contract Documents pursuant to the LDPLIP Contract Terms and Conditions.
- b. 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 Contract Terms and Conditions.
- c. 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.

**28) Release of Claims and Contract Close Out.** Subject to TCEQ's signature and execution of the Contract and TCEQ's processing of all payment due and payable under the Contract, the PERFORMING PARTY hereby releases all claims against TCEQ and its officers, agents, and employees from any and all claims arising under or by virtue of TCEQ's Contract with the PERFORMING PARTY. Without any further action of any party and upon clearance of final payment, the PERFORMING PARTY understands and acknowledges that this Contract will be complete and that TCEQ will close out the Contract one year (12 months) from the date TCEQ counter-signs and executes this Contract.

## Authorized Official Contact

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

1) Same as another contact?

2) First Name

3) Middle Initial

4) Last Name

5) Suffix

6) Title

7) Email Address

8) Re-enter Email Address

9) Primary Phone Number

10) Primary Phone Extension

11) Secondary Phone Number

12) Secondary Phone Extension

**Mailing Address**

13) Address

14) City

15) State

16) ZIP Code

17) ZIP 4

18) County

## Light-Duty Activity Information

The information in this section is used to determine initial eligibility. It will be checked against your uploaded documents and confirmed or corrected if a contract is awarded. The applicant agrees that TCEQ may update this information based on the supporting documents.

1) Activity Type

2) Vehicle Type

3) Vehicle Identification Number (VIN)

4) Vehicle Make

5) Vehicle Model

6) Vehicle Model Year

7) Odometer Reading (at the time of purchase)

8) County of Registration (must match Form 130-U)

9) Fuel Type

10) Date of last signature on Purchase/Lease document

11) Grant Amount

12) Do you have a completed Purchase or Lease agreement?

12.1) Upload completed Purchase or Lease agreement.

[File Properties]

File Name

Hash

MIME-Type

Confidential

13) Do you have your Title Application Receipt that shows you have registered your vehicle?

13.1) Do you have a copy of your current Vehicle Title and Registration?

13.1.1) Upload current Vehicle Title

[File Properties]

File Name

Hash

MIME-Type

Confidential

13.1.2) Upload current Vehicle Registration

[File Properties]

File Name

Hash

MIME-Type

Confidential

## TERP Attachment

1) Enter your name exactly as it appears in the IRS Form W-9.

2) Upload the completed and signed IRS Form W-9

[File Properties]

File Name

Hash

MIME-Type

Confidential

3) Driver's License (Individuals and Sole Proprietors)

[File Properties]

File Name

Hash

MIME-Type

Confidential

## Certification

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1. Entering your name in the signature box constitutes an electronic signature and is legally equivalent to your written signature.
2. I hereby certify to the best of my knowledge and belief that all information provided in this application and any attachments is true and correct. I understand that providing false or inaccurate information may make this application or any resulting contracts voidable. **Intentionally providing false information in this application will be prosecuted to the extent allowed under the law and may be used as an adverse factor in future grant selection decisions.**
3. I further understand that the submitted application is considered an offer to TCEQ subject to the terms and conditions. TCEQ may accept the offer and correct any vehicle or purchase or lease information based on the uploaded documents.

Signature:

Signature Role Txt:

Signature IP Address:

Signature Date:

Signature Hash:

Form Hash Code at time of  
Signature:

## Submission

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Reference Number:

Submitted by:

Submitted Timestamp:

Submitted From:

Confirmation Number:

SUNSS Version:

## Additional Information

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Application Creator:

Application Created on: