

# Texas Volkswagen Environmental Mitigation Program (TxVEMP)



## Project Application

TCEQ-20878

Solicitation No. 582-20-14416-VW

### LEVL2 Program: Projects to Purchase and Install Level 2 Charging Equipment for Light-Duty Zero Emission Vehicles

Project eligibility criteria under this program is explained in the TCEQ's TxVEMP Request for Grant Applications (RFGA). The RFGA can be found at [www.TexasVWFund.org](http://www.TexasVWFund.org). Applicants should review the RFGA before completing this application.

**Eligible Activities:** Funding is available statewide for new Level 2 light duty zero emission vehicle supply equipment (charging equipment) installed in a public place, workplace, or multi-unit dwelling in Texas. Each installation of Level 2 charging equipment will be considered one activity.

#### How to Apply:

1. Submit Project Application Form TCEQ-20878. Applicants may include up to 10 activities at the same or separate location(s) in one grant application. Grant funding under this program may not be combined with other grant programs administered by the TCEQ to fund the same activity.
2. Complete an IRS W-9 form. We believe this to be a taxable grant and may be subject to withholding. Please consult with your tax advisor.
3. Applications may be submitted via mail using one of the addresses below or electronic mail to [VWsettle@tceq.texas.gov](mailto:VWsettle@tceq.texas.gov).

#### Standard Mail

Texas Commission on Environmental Quality  
Air Grants Division  
TxVEMP, MC-204  
P.O. Box 13087  
Austin, TX 78711



#### Express Mail

Texas Commission on Environmental Quality  
Air Grants Division  
TxVEMP, MC-204  
12100 Park 35 Circle  
Austin, TX 78753

**Application Deadline:** Applications will be accepted only if received by the Air Grants Division via electronic mail to [VWsettle@tceq.texas.gov](mailto:VWsettle@tceq.texas.gov) or on the premises of TCEQ **no later than September 9, 2021, 5:00 p.m. Central Time.**

**Application Assistance:** If you have questions on how to fill out this form or about the TxVEMP, please contact us at 1-833-215-TXVW (8989), email us at [VWsettle@tceq.texas.gov](mailto:VWsettle@tceq.texas.gov) or visit our website at [www.TexasVWFund.org](http://www.TexasVWFund.org).

Upon submission, all proposals become the property of the State of Texas and as such become subject to the Texas Public Information Act, Chapter 552, Texas Government Code. Personal Information Policy: Individuals are entitled to request and review their personal information that the agency gathers on its forms. Individuals may also have any errors in their information corrected. To review such information, contact the TCEQ TxVEMP at 1-833-215-TXVW (8989).

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<b>Application Number:</b>	<b>Contract Number:</b>
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## Form 1: Application, Contract, and Approved Grant Award

**1. Applicant Legal Name (PERFORMING PARTY):**

### 2. Project Summary

<b>Total Number of Activities:</b> (Maximum of 10 Activities)	<b>Total Requested Grant Amount:</b>
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### 3. Contract Dates

<b>Contract Effective Date:</b>	Date of last signature
<b>Contract Expiration Date &amp; Purchase Expiration Date:</b>	24 months after Contract Effective Date
<b>Activity Life Expiration Date:</b>	Five years from final reimbursement date

**4. Applicant Signature (Authorized Official):** I hereby certify that to the best of my knowledge and belief all information provided in this application and any attachments is true and correct. This includes all certifications and agreement with the terms on the accompanying Application Form 4: Equipment Information and Form 6: Program Certifications and LEVL2 Terms and Conditions. Additionally, through my signature, the PERFORMING PARTY agrees to be bound to the LEVL2 Terms and Conditions as well as any changes posted through addenda on the Electronic State Business Daily and on TexasVWFund.org.

Failure to sign the application or signing it with a false statement may make the submitted offer or any resulting contracts voidable.

<b>Authorized Official Printed Name:</b>	
<b>Title:</b>	
<b>Authorized Official Signature:</b>	
<b>Date of Signature:</b>	

### 5. FOR OFFICIAL TCEQ USE ONLY:

TCEQ Authorized Representative, Contract Execution, and Approved Grant Award			
<b>Printed Name:</b>	Nate Hickman	<b>Title:</b>	Manager, Grant Development & Management Section
<b>Signature:</b>			
<b>Date of Signature:</b>			
Grant Amount (as marked by TCEQ below) is the maximum reimbursement subject to RFGA Section 1.7.			
<b>Total Number of Activities:</b>		<b>Grant Amount (\$2,500.00 per Activity):</b>	

# Texas Volkswagen Environmental Mitigation Program (TxVEMP)

## Form 2: Applicant Information

### 1. Business Information

Ownership Code (Business Type):	
Payee Identification Number (FEI or SSN):	

### 2. Authorized Official

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

Prefix:		First:		MI:		Last:		Suffix:	
Title:									
Primary Phone:				Secondary Phone:					
Fax Number:				E-mail Address:					
Mailing Address:									
City:				State:			Zip Code:		
Check here if the physical address is the same as the mailing address.									
Physical Address:									
City:				State:			Zip Code:		

### 3. Designated Project Representative

The applicant or an employee who will serve as the point of contact for this application.

Check here if the Designated Project Representative is the same as the Authorized Official.									
Prefix:		First:		MI:		Last:		Suffix:	
Title:									
Primary Phone:				Secondary Phone:					
Fax Number:				E-mail Address:					
Mailing Address:									
City:				State:			Zip Code:		
Check here if the physical address is the same as the mailing address.									
Physical Address:									
City:				State:			Zip Code:		

### 4. Designated Location for Records Access and Review by the TCEQ or its Representative

Please provide the physical address where records relating to this project may be accessed and reviewed.

Physical Address:									
City:				State:			Zip Code:		

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## Form 3: Third-Party Preparer Signature Page

### 1. Was this application prepared by a third-party?

A third-party preparer is someone who is assisting in the preparation of the grant application, but who is not related to or a current employee of the applicant.

Yes		No	
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### 2. Third-Party Preparer Certification

I hereby certify that to the best of my knowledge and belief all information provided in this application and any attachments is true and correct, as represented to me by the applicant. I understand that failure to sign the application or signing it with a false statement may make the submitted offer or any resulting contracts voidable.

Print Name: (include Mr. or Ms.)	
Title:	
Company Name:	
Street Address:	
City, State, Zip Code:	
Phone Number:	
Email Address:	
Signature of Third-Party Preparer:	
Date of Signature:	

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## Form 4: Equipment Information

Please complete a separate Form 4 for each activity in the application.

<b>Activity Number:</b>		<b>Click here for additional pages before completing this form.</b>	+
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The applicant certifies that the Level 2 charging equipment listed below:

- was not purchased prior to the opening of the grant round;
- offers Society of Automotive Engineers (SAE) Combined Charging System charging protocol connectors (SAE J1772 Connector);
- includes a dual mount pedestal or dual port wall mount that is compliant with Americans with Disabilities Act (ADA) recommended charge connect height of less than 48" and greater than 24"; and
- utilizes open source software if payment is required.

### 1. Equipment Information

Description:	
Estimated Cost Per Unit:	
How many vehicles will this equipment be capable of charging simultaneously (two-vehicle minimum)?	

### 2. Equipment Location Information

Location Name:					
Physical Address:					
City:		State:	Texas	Zip Code:	
County:					
Location Type:					

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## Form 5: Certification of Eligibility

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 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 owns 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 SSN below

Name	Social Security Number (SSN)

I certify 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.

Initial:		Date:	
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# Texas Volkswagen Environmental Mitigation Program (TxVEMP)

## Form 6: Program Certifications, LEVL2 Terms and Conditions

This section contains the specific obligations and terms required for funding under TxVEMP. These terms apply for any application approved and funds awarded under LEVL2. Once signed by the applicant and TCEQ, this becomes a contract.

By signing this application, you understand and certify compliance with all the statements below, as well as with any state statutes, regulations, policies, guidelines, and requirements as they relate to the application, acceptance, and use of funds for this project. You also agree to comply with the LEVL2 Terms and Conditions. **Intentional falsification of these forms will be prosecuted to the extent allowed under the law and may be used as an adverse factor in future grant selection decisions.**

### I. Program Certifications:

- 1. Legal Authority.** The applicant has legal authority in the State of Texas to apply for the grant and enter into a contract. The applicant's governing body has authorized the filing of the application, understands these requirements and certifications, accepts the Terms and Conditions, and has authorized the person identified as the authorized official to submit this application and to provide such additional information as may be required.
- 2. Performance of Activities.** The applicant agrees to comply with the requirements of the RFGA, including installing and maintaining the grant-funded charging equipment and ensuring its operation for a minimum of five years once it is operational and reimbursement has been received. The applicant will notify TCEQ of any termination of use, change in use, sale, transfer, or destruction of grant-funded charging equipment, during the five-year Activity Life period. The applicant further agrees that TCEQ may be entitled to the return of all or a share of the grant funds for any failure to ensure operation during the five-year Activity Life.
- 3. Requirement to Monitor.** The applicant will monitor the use of the grant-funded charging equipment during the five-year Activity Life period. The applicant agrees to provide information on the use of the charging equipment upon request of the TCEQ.
- 4. Procurement of Goods and Services.** All procurement transactions will be conducted in a matter providing full and open competition.
- 5. 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.
- 6. Conflict of Interest.** The applicant has not given, offered to give, nor intends to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted application. All purchase decisions must be based on sound business decisions and arm's length bargaining.
- 7. Nondiscrimination.** The applicant will comply with all State and Federal statutes relating to nondiscrimination.
- 8. 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 and assurances are met.
- 9. Audit.** Acceptance of funds under this program acts as acceptance of the authority of TCEQ, the State Auditor's Office, or any successor agency, to conduct an audit on investigation in connection with those funds. The applicant or other entity that may receive funds directly or indirectly under TxVEMP LEVL2 must provide the TCEQ or the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Applicant will include this clause concerning the authority to audit funds received indirectly and the requirement to cooperate is included in any subcontract it awards.
- 10. Debt to the State.** The applicant is not indebted to the state or has an outstanding 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.

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11. **Contracting with an Executive of a State Agency.** Under Texas 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 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, then 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.
12. **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.
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. **Child Support.** The applicant certifies that the individual or business entity named in this Contract is not ineligible to receive the grant and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
15. **Excluded Parties.** Applicant represents and warrants that it is not listed in the prohibited vendors lists authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control. Performing Party will notify TCEQ if it can no longer make this representation.
16. Applicant, nor any of its officers, have been adjudicated by a court of law to have violated the Texas Deceptive Trade Practices Act.
17. **No Emissions Reductions Credits.** Activities funded under this program are not eligible to generate marketable credits under state or federal emissions reduction credit averaging, banking, or trading programs. If the project is funded, the applicant waives, for all time, its right to claim or apply for any emissions reduction credits from the use of the low-emission technology funded under TxVEMP.
18. The amount of the TxVEMP grant award plus any other public financial assistance, tax credits or deductions, or other grants may not exceed the total capital cost of the charging equipment.
19. **If any of these certifications change between submittal of the Application and award of a Contract, you will promptly notify TCEQ.**

## II. LEVL2 Terms and Conditions:

1. **Statement of Contract.** This Contract is entered into by the parties listed on Form 1: Application, Contract and Approved Grant Award ("Form 1"). If the LEVL2 application is approved and funds are available, TCEQ will countersign this application creating a Contract.
2. **Contract Period.** The Contract will commence on the Effective Date, the date of last signature on Form 1. The Contract administratively expires on the Contract Termination Date; however, the PERFORMING PARTY's obligations continue for five years from the date of reimbursement under the TxVEMP LEVL2 grant ("Activity Life").
3. **Legal Authority.** This Contract is authorized for the purpose of providing financial assistance for emissions reduction projects under Texas Water Code Section 5.124, the Volkswagen Environmental Mitigation Trust Agreement for State Beneficiaries (State Trust), and the Beneficiary Mitigation Plan for Texas.
  - a. This Contract is also subject to the Texas Uniform Grant Management Standards (UGMS), the LEVL2 RFGA, and other applicable Federal and State rules and statutes.
4. **Funding.** The PERFORMING PARTY will conduct the approved grant Activities and will be reimbursed from the State Trust for eligible, conforming costs up to the Grant Amount shown on Form 1.
  - a. Eligible Costs are those as defined in the LEVL2 RFGA, as well as in accordance with the Texas Uniform Grant Management Standards and the Beneficiary Mitigation Plan for Texas.



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- b. **The Grant Amount is not a guarantee of payment, nor does the Contract guarantee a minimum amount of reimbursement.**
- c. No debt against the State. This Contract is subject to the availability of funds and shall not be construed to create a debt to the state of Texas.

## 5. Reimbursement

- a. Time Limits on Funds (Purchase Expiration Date). Costs to be reimbursed under this Contract must be incurred and paid by the Purchase Expiration Date on Form 1.
  - i. In order to be considered "incurred and paid," the charging equipment must be received, installed, operational, and accepted by the PERFORMING PARTY.
  - ii. **The PERFORMING PARTY must provide supporting documentation reflecting that it incurred and paid for the charging equipment and eligible costs, before reimbursement is approved by the TCEQ.** Supporting documentation must clearly show proof of payment of the charging equipment and installation; evidence of installation; and certification of operability.
- b. The TCEQ will reimburse the PERFORMING PARTY for no more than the eligible amount for the purchase and installation of the equipment as specified in the RFGA.
- c. The PERFORMING PARTY must submit a complete Request for Reimbursement with all required supporting documentation within 45 days after the Purchase Expiration Date.
  - i. The PERFORMING PARTY is responsible for fully and accurately completing the Request for Reimbursement form. The PERFORMING PARTY will receive its reimbursement payment in the form of a check sent by Wilmington Trust, N.A., as Disburser. Neither TCEQ nor Wilmington Trust, N.A. is liable for any inaccurate or incomplete information provided by the PERFORMING PARTY. The PERFORMING PARTY is responsible for any additional costs or fees related to correcting any inaccurate information provided by the PERFORMING PARTY, including any tax penalties or fees resulting from inaccurate information.
  - ii. The PERFORMING PARTY will indicate on the Request for Reimbursement whether any additional financial incentives have been received, or are expected to be received, by the PERFORMING PARTY that offset the grant Activity costs.
- d. The TCEQ will direct the Disburser to issue reimbursement to the PERFORMING PARTY for eligible costs in accordance with all requirements of the Request for Reimbursement, this Contract, and the LEVL2 RFGA. Costs are considered eligible for reimbursement when the TCEQ, in its sole discretion, determines that the costs are the reasonable, necessary, actual, and allowable costs of implementing the approved grant Activities.
- e. If the PERFORMING PARTY has financed the charging equipment, the PERFORMING PARTY must demonstrate that it has paid an amount equal to or greater than the Grant Amount in order to be paid directly; otherwise, the payment may be assigned directly to the financing entity. If an assignment is requested, the PERFORMING PARTY must complete the Assignment Request and Acceptance section of the Request for Reimbursement.
- f. The PERFORMING PARTY has a continuing obligation to satisfy the requirements for reimbursement. TCEQ is not obligated to direct the Disburser to make payment until the Request for Reimbursement is complete, satisfactory, and approved by TCEQ. A request for reimbursement, TCEQ's direction to the Disburser to issue reimbursement, or any other action will not establish an entitlement in the PERFORMING PARTY to payment from the TCEQ or Disburser or waive any requirements for the reimbursement of costs.
- g. The TCEQ may at any time before or after reimbursement, in its sole discretion, request additional evidence concerning cost eligibility and amount.
- h. The PERFORMING PARTY shall return grant funding reimbursed for expenses that are later determined to be unallowable under the terms of this Contract.

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## 6. Release of Claims

- a. The final Request for Reimbursement must include a signed Release of Claims. The Release of Claims will be for the benefit of TCEQ and the Disburser. The PERFORMING PARTY will release all claims for payment of any funds due and payable, pending PERFORMING PARTY's receipt of the funds from the Disburser.

## 7. Performing Party Responsibilities

- a. The PERFORMING PARTY agrees to perform in accordance with the Contract & the LEVL2 RFGA beyond any Contract Expiration Date and through the end of the Activity Life of any grant Activity for which the PERFORMING PARTY has been reimbursed. The PERFORMING PARTY acknowledges that some contractual requirements such as records management and audit survive the Contract Expiration Date or Activity Life.
- b. The PERFORMING PARTY agrees to continuously own and operate the charging equipment through the Activity Life.
- c. The PERFORMING PARTY shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all grant Activities under this Contract.
- d. The PERFORMING PARTY is responsible for the supervision, inspection, and direction of the grant Activities in a competent and efficient manner, devoting such attention thereto, and applying such skills and expertise as may be necessary to perform the grant Activities in accordance with the Contract. The PERFORMING PARTY shall be solely responsible for the means, methods, techniques, sequences, and procedures of the grant Activities.
- e. All charging equipment will be of good quality and as described in the application. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and maintained in accordance with instruction of the applicable manufacturer and supplier.
- f. The PERFORMING PARTY agrees to maintain the charging equipment as necessary to keep it in good condition and functioning at optimum performance during the Activity Life.

## 8. Insurance and Indemnification

- a. The PERFORMING PARTY must maintain sufficient property insurance for the repair or replacement of any charging equipment. The PERFORMING PARTY must maintain sufficient liability insurance and for any injury to persons or property arising from the Contract.
- b. Governmental entities may use an established self-insurance program to satisfy this requirement.
- c. If the charging equipment is stolen, damaged, or otherwise unavailable, the PERFORMING PARTY will replace that charging equipment with similar equipment. The replacement charging equipment must be in operation no later than 60 calendar days from the occurrence of theft or damage, unless the TCEQ expressly agrees to a longer period. Replacement charging equipment must meet all eligibility requirements applicable to the LEVL2 RFGA.
- d. Any insurance proceeds received by or on behalf of the PERFORMING PARTY due to the damage or destruction of the charging equipment must be utilized to acquire equivalent or better charging equipment or be paid to the TCEQ.
- e. **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.

## 9. Remedies

- a. 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 LEVL2 RFGA requirements or applicable law:
  - i. Reject substandard performance and request corrections without charge to the TCEQ;

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- ii. Issue notice of substandard performance or other non-conforming act or omission;
  - iii. Reject a reimbursement request pending accepted revision of substandard performance or non-conformity;
  - iv. Demand restitution and recover previous payments where performance is subsequently determined to be nonconforming;
  - v. Request and receive return of any over-payments or unallowable payments;
  - vi. Terminate the Contract without further obligation for pending or further payment by the TCEQ.
- b. 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.
- c. If the PERFORMING PARTY's substandard performance or non-conformity to the Contract requirements is not able to be corrected by the PERFORMING PARTY, the PERFORMING PARTY will return the grant funds to the State Trust. TCEQ may allow for the return of a pro-rated share of the grant funds reflecting a partial failure to perform the LEVL2 requirements. This determination shall depend on factors including, but not limited to, the use of the charging equipment in a manner that maintained overall program eligibility and the PERFORMING PARTY's good faith efforts to perform the grant Activities.

## 10. Termination

- a. TCEQ may, upon providing 10 days' written notice and the opportunity to cure to the PERFORMING PARTY, terminate this Contract for cause if PERFORMING PARTY materially fails to comply with the Contract including any one or more of the following acts or omissions: nonconforming grant Activities or existence of a conflict of interest. Termination for cause does not prejudice TCEQ's other remedies authorized by this Contract or by law.
- b. If the PERFORMING PARTY chooses to not complete the grant Activities and withdraw from the obligations under this Contract, the PERFORMING PARTY may terminate this Contract by providing 10 days' written notice to the TCEQ and returning any reimbursements already received to the State Trust.

## 11. Administrative Requirements

- a. Records Management
  - i. The PERFORMING PARTY shall maintain books, records, documents, and other evidence reasonably pertinent to requirements of the 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.
  - ii. The PERFORMING PARTY agrees to the disclosure of all information and reports resulting from access to records under this Contract.
  - iii. Records under this Article shall be maintained by the PERFORMING PARTY while participating in the LEVL2 program and for three (3) years after the Activity Life. 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.
- b. Sovereign Immunity. The parties hereby agree that this Contract does not waive the State of Texas's sovereign immunity relating to suit, liability, and the payment of damages.
- c. Governing Law and Venue. This Contract shall be construed and interpreted in accordance with

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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.

- d. 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.
- e. 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.
  - i. Assignment of the PERFORMING PARTY's obligations, rights, or interests in the Contract and assignment of payments requires a Written Amendment with the proposed assignee consenting to accept this Contract and continue to use the charging equipment subject to these terms. No assignment will release or discharge the PERFORMING PARTY from any duty or responsibility under the Contract.
  - ii. If the proposed assignee fails to consent to the Written Amendment and accept this Contract, TCEQ may require the return of grant funds and terminate this Contract for material breach.
- f. Data and Publicity.
  - i. 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.
  - ii. 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.
- g. Time is of the Essence. The PERFORMING PARTY agrees that its timely performance is a material term of this contract. Where PERFORMING PARTY's performance is delayed, except by Force Majeure or act of the TCEQ, TCEQ may withhold, suspend reimbursement, terminate the Contract, or enforce any of its other rights.

## 12. Amendments

- a. The Contract Documents may be amended to provide for additions, deletions, and revisions in one or more of the following ways: a formal Written Amendment or a Minor Change. All requests for changes to the Contract must be submitted in writing to the TCEQ. All Written Amendments must be in writing and signed by both parties.
- b. Written Amendment. A Written Amendment allows for material changes to the Contract such as changes to the Contract Grant Amount, changes to the Contract Expiration Date, or other changes that affect the material obligations of the PERFORMING PARTY in this Contract.
- c. Minor Change. The TCEQ has the authority, without a Written Amendment, to correct any typographical errors, change the Project Representatives, make written Contract interpretations, and make minor non-material changes to the requirements in the Scope of Work. Minor Changes must be made in writing, including via email, and provided to the other party's representative(s).

## 13. Contract Documents

- a. By signing the signature block on Form 1: Application, Contract, and Approved Grant Award, and subject to execution of a contract by the TCEQ, PERFORMING PARTY agrees that the following

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documents comprise the entire Contract between TCEQ and the PERFORMING PARTY (in order of precedence in the event of conflicts):

- i. TCEQ Contract, including Forms 1 through 6;
  - ii. LEVL2 Request for Grant Applications (RFGA);
  - iii. The following, which may be delivered or issued after the Effective Date of the Contract and are not attached: all other written documents amending, modifying, or supplementing, the Contract Documents pursuant to the LEVL2 Terms and Conditions.
- b. There are no other Contract Documents other than those listed above. The Contract Documents may be amended, modified, or supplemented only as provided in the LEVL2 Terms and Conditions.
- c. Personally identifiable information (PII) such as social security numbers, 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.

**End of Program Certification, LEVL2 Terms and Conditions**

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## Checklist

Please ensure that you have read and attached all of the required documents for your grant program. Ensure all pages that require signatures or initials include signatures and/or initials in signature/initial blocks. If a signature page is missing or has been altered, the application will not be considered.

<b>Application Forms</b>		
Form 1: Application, Contract and Approved Grant Award	Please complete entirely. Applicant Authorized Signature Required.	
Form 2: Applicant Information	Please complete entirely.	
Form 3: Third Party Preparer	Please complete entirely. Signature required.	
Form 4: Equipment Information	Please complete entirely.	
Form 5: Certification of Eligibility	Please complete entirely. Applicant initials required.	
Form 6: Program Certifications, LEVL2 Terms and Conditions	Please read and attach to application.	
<b>Required Attachments</b>		
W-9 Form (Request for Taxpayer Identification Number and Certification Form)	Applicant Signature Required: <a href="https://www.irs.gov/pub/irs-pdf/fw9.pdf">https://www.irs.gov/pub/irs-pdf/fw9.pdf</a>	
<b>Optional Attachments</b>		
Specification sheet or URL for the charging unit(s) in the application.	If known, please provide.	