

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

Texas Commission on Environmental Quality (TCEQ)
Texas Emissions Reduction Plan (TERP)
Solicitation No. 582-24-50576-LD



Esta es la aplicación de subvención y el contrato para el Programa de Incentivos para la Compra o Arrendamiento de Vehículos Motorizados Livianos (LDPLIP por sus siglas en Inglés). Debe llenar y enviar este documento para solicitar una subvención. Al firmar este documento, usted acepta los términos y condiciones del contrato. Comuníquese al 800-919-TERP (8377) para obtener ayuda con esta aplicación.

This application is to be used to apply for a 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 Request for Grant Applications (RFGA). By signing the application, the applicant agrees to the Program Certifications and Terms and Conditions included in the application. Documents can be found on the [LDPLIP webpage](#) 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 TCEQ. Information on the reservation process is available in the [RFGA](#) and on the LDPLIP webpage.

TCEQ will attempt to provide updated information on the TERP webpage on the [LDPLIP webpage](#) regarding the number of grants 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, TCEQ may not be able to provide assurances that funding will be available when an application is submitted. 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 grant. TCEQ may suspend acceptance of applications prior to the deadline 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 March 22, 2024, unless otherwise changed through published notice. Eligible 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. Only one vehicle is allowed per application.
2. Submit a completed and signed application form and required attachments via email to LDPLIP-apply@tceq.texas.gov, upload to TCEQ's File Transfer Protocol Secure (FTPS) site, or [by mail](#) no later than 5:00 p.m. Central Time, March 22, 2024. Please note: submission via standard email is not secure. Use TCEQ's FTPS site to submit your application securely. Learn how to create an account and submit your application via FTPS ([FTPS: A Step-by-Step Video Guide](#)).

Section 1: Applicant and Vehicle Information.

1. Applicant Legal Name (Performing Party). This name must match W-9:

--

2. Applicant Information:

Applicant Type:	
-----------------	--

3. Applicant Contact Information: The applicant or an employee who has legal authority to sign for and speak on behalf of the entity. If this address changes before receiving the grant, contact TCEQ immediately.

First Name:	
Middle Initial:	
Last Name:	
Primary Phone:	
Cell Phone:	
E-mail Address:	
Address where payment should be mailed:	
City, State, Zip Code:	

4. Reservation Number: Complete only if a reservation number was assigned by the TCEQ.

TCEQ assigned Reservation Number (if applicable):	
---	--

5. New 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 (must match Form 130-U):				
Date of last signature on Purchase/Lease document:				
Vehicle Make:				
Vehicle Model:				
Vehicle Model Year:				

6. Fuel Type: Mark with an X the fuel type of the new vehicle. Information must be consistent with the application for title/registration and the purchase or lease documents.

Electric Drive/ (Plug-in only):	Electric Drive (Plug-in Hybrid):	Hydrogen Fuel Cell:	Compressed Natural Gas (CNG):	Liquified Petroleum Gas (LPG):

Section 2: Certification of Eligibility to Receive a State-Funded Grant.

All applicants must complete this section to certify eligibility to receive a grant under this program, even if child support obligations do not apply to the applicant. Failure to complete this section 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 last four digits of the 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)(3) 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	

Option 1 or 2 is checked, list the name(s) and social security number(s) (SSN) digits 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 the individual or business entity named in this application is not ineligible to receive the specified grant and acknowledge that the contract may be terminated, and any payments withheld if this certification is inaccurate.

Initials:		Date:	
-----------	--	-------	--

Section 3: 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 included terms and conditions.

3. 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.

4. 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.

5. 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.

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

7. Risk Review. The applicant's prior performance under other TCEQ contracts may be considered in determining eligibility. Applicants with outstanding invoices from TCEQ will not be eligible for a LDPLIP grant until all outstanding invoices are resolved.

8. Texas Public Information Act. Information, documentation, and other material in connection with this solicitation or any resulting contract or 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 contract or 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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 funds.

15. 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.

Section 4: Contract Terms and Conditions.

If this LDPLIP application is approved and signed by both parties, and funds are available, the TCEQ will issue a LDPLIP grant. The applicant will receive a contract signed by TCEQ on the Contract and Payment Approval section of the application, along with the approved contract amount. All grants are subject to the RFGA qualifications, applicant certifications, and the following terms and conditions.

1. Statement of Contract. This Contract is entered into by the parties listed on the Contract and Payment Approval section, for the purpose of awarding a grant to the purchaser or lessee of a LDPLIP-eligible vehicle. The purchaser or lessee ("Applicant" or "PERFORMING PARTY") agrees to operate and register the grant-eligible vehicle in Texas for a minimum of one calendar year (12 months) from the contract effective date.
2. 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.
3. 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.
4. 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.
5. The amount indicated as the Contract Amount in the Contract and Payment Approval section is the maximum amount available to the applicant under the LDPLIP. By indicating this amount, TCEQ does not 1) guarantee payment of those amounts or 2) waive the requirements for the LDPLIP, which must be satisfied by the applicant.
6. 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.
7. 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.
8. Termination. 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. 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, whether or not the non-compliance is specified as a material breach in this Contract.
9. 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.
10. Remedies Available to the 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. 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 proportion of the total grant activities which were properly conducted prior to the breach, as determined by TCEQ.

11. 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.
12. 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.
13. Sovereign Immunity. The parties hereby agree that no provision of the grant or 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.
14. 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.
15. 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.
16. 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 any resulting contract.
17. Debts and delinquencies. 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 PERFORMING PARTY is otherwise owed under the contract or grant may be applied toward any debt PERFORMING PARTY owes the State of Texas until the debt is paid in full. These provisions are effective at any time PERFORMING PARTY owes any such debt or delinquency.
18. Maintenance of Records. The PERFORMING PARTY shall maintain and retain all records relating to the performance of the grant 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 grant expiration date or until any litigation, claim, negotiation, audit, cost recovery, or other action involving such records has been resolved.
19. Publicity. 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.
20. 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.
21. 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.
22. 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.

23. 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.

24. Contract Documents.

By signing the signature block on the Contract and Payment Approval section, 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 Section 1: Applicant and Vehicle Information, Section 3: Program Certifications, Section 4: Contract Terms and Conditions, and Contract and Payment Approval;
- b) purchase or lease documents submitted with the application forms;
- c) RFGA; and
- d) 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 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.

25. Release of Claims.

By signing the signature block on the Contract and Payment Approval section, 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.

Contract and Payment Approval

Applicant Signature (PERFORMING PARTY): By signing below, PERFORMING PARTY makes all certifications in Section 3: Program Certifications. Additionally, the PERFORMING PARTY agrees to be bound by the terms and conditions of this grant contract and any changes posted through addenda on the Electronic State Business Daily.

PERFORMING PARTY Printed Name:	
PERFORMING PARTY Signature:	
Date of Signature:	

This application form must be signed by the PERFORMING PARTY.

----- For Official TCEQ Use Only -----

This section is FOR OFFICIAL TCEQ USE ONLY and should not be completed by the applicant.
TCEQ Authorized Representative Contract Execution and Payment Approval

Printed Name:	Jody Ibarguen
Title:	Manager, Project Management Section
By (TCEQ Authorized Signature):	
Date of Signature:	

Contract Name:	Light-Duty Motor Vehicle Purchase or Lease Incentive Program
Application Number:	
Contract Number:	

Contract Amount			
CNG or LPG Vehicles:		Hydrogen Fuel Cell or Electric Drive (Plug-in or Plug-in Hybrid) Vehicles:	
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 Effective Date	The Effective Date of this Contract is the date of last signature.
Contract Expiration Date	The Expiration Date of this Contract is one year (12 months) after the Contract Effective Date.

Application Checklist

Please ensure that you have read and attached all of the required documents. All pages that require signatures or initials must be signed or initialed in the designated areas. If a signature page is missing or has been altered, the application will not be considered.

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 include with application.	
Section 1: Applicant and Vehicle Information	Please fill out entirely.	
Section 2: Certification of Eligibility	Certification of Eligibility. Applicant initials and date required.	
Section 3: Program Certifications	Please read and include with application.	
Section 4: Contract Terms and Conditions	Please read and include with application.	
Contract and Payment Approval	Applicant signature and date required.	

REQUIRED ATTACHMENT Checklist (all applications):		
W-9 Form	Fill out W-9 Form and include with application	
Copy of State or Federal Identification Card (i.e., Driver's License, Passport, etc.)	Only applicable if applicant is an individual or sole proprietor.	
Copy of Current Title and Registration OR Copy of Completed Application for Texas Title and Registration	Include with application.	
Copy of Completed Purchase/Lease Agreement	Applicant and dealer signature required. All pages of the agreement 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: <ol style="list-style-type: none"> 1. Copy of cancelled check (front and back) showing payment in full; 2. Copy of a finance agreement with a financial institution (VIN and loan amount must be on agreement); 3. Copy of a retail installment contract signed by the financial institution and buyer; 4. Copy of Registration Receipt; or Copy of Title 	

Required Attachments (CNG/LPG APPLICANTS ONLY):		
Copy of Conversion Invoice	From conversion company listing the Engine Family Code for the original equipment manufacturer (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	Include if conversion was not part of the flow through process.	