



**CLEAN TRUCK, BUS & AIRPORT EQUIPMENT REQUEST FOR  
APPLICATIONS**

October 6, 2025

## SECTION 1. OVERVIEW & BACKGROUND

The Montana Department of Environmental Quality Energy Bureau (DEQ) invites public and private entities to submit an application in response to this Request for Applications (RFA) to fund eligible projects that will reduce nitrogen oxides (NOx) mobile emissions.

This RFA is issued in accordance with the Volkswagen Environmental Mitigation Trust (EMT) Agreement for State Beneficiaries. Montana is a beneficiary, with DEQ designated as the lead agency to administer Montana's allocated funds. EMT's purpose is to provide funds for qualifying actions (Eligible Mitigation Actions, or EMAs) with the goal of achieving reductions of NOx emissions. NOx is a family of poisonous gases that form when diesel and other fuel is burned at high temperatures; NOx pollution has been shown to irritate human respiratory function, exacerbate asthma conditions, and increase susceptibility of people to respiratory infections.

Montana's total allocation of the EMT was \$12.6 million. Pursuant to the EMT requirements, Montana must use its allocation to fund EMAs-specific activities defined in the EMT that are intended to reduce mobile NOx emissions. This RFA is intended to achieve the following goals as described in, and align with, [Montana's Beneficiary Mitigation Plan](#) published in November 2018:

- Achieve mobile source NOx emission reductions across Montana focusing on areas with the highest mobile source NOx emissions;
- Achieve long-term air quality benefits for the greatest number of Montanans;
- Invest in clean alternative fuels/infrastructure;
- Support long-term investments in zero-emission transportation options; and,
- Reduce diesel emission exposure of sensitive populations.

DEQ intends to provide approximately \$3,000,000 to successful applicants from this RFA as reimbursement funding for eligible projects. The maximum grant award is \$500,000 per project application and all projects are subject to the following maximum DEQ funding shares (see Tables 1-3 on page 5). Other sources of funding, including federal funding, may be used as cost match for funds awarded from this RFA, as those funding sources allow.

Project cost share requirements vary by project sponsor type, replacement vehicle/airport ground support equipment (AGSE), and engine technology/fuel. *Please submit one application per vehicle/AGSE proposal.* Eligible applicants may submit more than one project application. Depending on how many applications are received by DEQ, DEQ may limit the total number of awards per eligible applicant to ensure that funds are dispersed equitably across the state. DEQ will only review applications submitted by the requirements identified in Section 5 below.

## SECTION 2. ELIGIBILITY REQUIREMENTS

### 2.A. Applicant Eligibility

Eligible applicants include both Government and Non-Government entities. "Government" shall mean a federal, state, or local government agency (including a municipality, city, county special district, school district, transit district, joint powers authority, or port authority owning fleets purchased with government funds), or Tribal governments located within the State of Montana. "Non-Government" shall mean for-profit businesses or non-profit organizations identified as having a tax-exempt declaration from the Internal Revenue Service.

All applicants must submit draft and final applications according to the schedule and instructions described in Section 5 below. All applicants must register with the state's online platform eMACS to post questions and view responses and submit final, complete applications.

## 2.B. Project Eligibility

See Appendix B of this RFA for project examples. Eligible projects must:

- Meet the engine model year, usage, emission tier, and other requirements of each Category listed below;
- Replace a diesel-powered (see exception in Category D) vehicle/AGSE which is fully operational, and in regular use;
- Be commercially available;
- Be the same type or comparable to the vehicle/AGSE being replaced; and,
- Operate primarily in Montana (i.e., for at least half of its operating time/mileage) and for at least five years.

Vehicles/AGSE must be replaced with new 2024 or newer vehicle models that are all electric, or EPA-certified diesel, or alternate fuel. Alternate fuel options include compressed natural gas (CNG), liquefied natural gas (LNG), liquefied petroleum gas (LPG or propane), and diesel electric hybrid. All-electric shall mean powered exclusively by electricity provided by a battery, fuel cell, or the electric grid. Categories of eligible vehicles/AGSE are as follows:

- Category A – Eligible on-road trucks include Class 4-8 (14,001 lbs. GVWR or greater) used for local freight or delivery. Eligible trucks may include, but not be limited to, waste haulers, dump trucks, street sweepers, courier services, delivery trucks, box trucks moving freight, and concrete mixers. Vehicles eligible for replacement shall have an engine model year of 1992-2009.
- Category B – Eligible buses include Class 4-8 (14,001 lbs. GVWR or greater) shuttle buses or transit buses. Vehicles eligible for replacement shall have an engine model year of 2009 or older.
- Category C – Eligible school buses include 2009 engine model year or older Class 4-8. School buses may only be replaced by all-electric buses. To be eligible as a school bus, a vehicle should meet the definition of a school bus as defined by the National Highway Transportation Safety Administration. This definition includes, but is not limited to, 1) A bus that is used for purposes that included carrying students to and from school or related events on a regular basis; 2) Be identified with the words "School Bus"; and 3) Be painted National School Bus Glossy Yellow. School districts that use private bus contractors are eligible to apply and need to coordinate with their contractors to apply for these funds. Contractors may apply and would qualify for the "Government-Owned" maximum funding percentage identified in Table 2 below but should identify what school district the bus will be used for.
- Category D – AGSE may only be replaced by all-electric AGSE. AGSE does not include vehicles such as buses or trucks. Eligible AGSE for replacement pertains to vehicles and equipment that are used at an airport to service aircraft between flights for at least the last 2 years and includes:
  - Emission Tier 0, Tier 1, or Tier 2 diesel-powered airport GSE; and
  - Uncertified, or certified to 3 grams/brake horsepower-hour (bhp-hr.) or higher emissions, gasoline spark ignition engine-powered airport GSE.

## 2.C. Ineligible Costs & Technology Options

The following projects and/or costs are not eligible for funding through this RFA:

- ⊗ Fleet expansion projects or new vehicle/AGSE not replacing an old diesel vehicle/AGSE.
- ⊗ Expenses incurred, or vehicle/AGSE or charging equipment purchased before the contract associated with this RFA is fully executed.

- ⊗ Engine replacements, repowered or re-manufactured engines.
- ⊗ Rebuilds of existing vehicle/AGSE.
- ⊗ Charging infrastructure not associated with the purchase of a zero-emission vehicle (e.g., charging infrastructure primarily available to the general public and not to the proposed zero-emission vehicle/AGSE).
- ⊗ Fueling infrastructure for non-zero-emission vehicles/AGSE (i.e., refueling stations for diesel, CNG, LNG, or LPG).
- ⊗ Costs not integral to vehicle/AGSE or engine function (e.g., idle reduction technologies, etc.).
- ⊗ Expenses associated with scrapping eligible vehicle/AGSE to be replaced.
- ⊗ Replacing a vehicle/AGSE that is non-functional or non-operational.
- ⊗ Replacing gasoline powered vehicles under Categories A, B, or C.
- ⊗ Vehicle/AGSE operation and maintenance costs.

## 2.D. Eligible Mitigation Action (EMA) Funding Levels & Costs Covered

As mentioned above, the maximum grant award is \$500,000 per project application and all projects are subject to the following maximum DEQ funding shares (see Tables 1-3). The maximum DEQ funding shares listed in Tables 1-3 refer to the percentage of eligible project costs that may be funded by this funding opportunity (e.g., a project costing \$350,000 with 85 percent maximum funding may be eligible for a \$297,500 award (\$350,000 x 85% = \$297,500) or a project costing \$1,000,000 with a 75 percent maximum funding may be eligible for a \$500,000 maximum award).

**Table 1: Categories A & B – Class 4-8 Local Freight or Delivery Trucks; Class 4-8 Shuttle Or Transit Buses\***

Technologies for Categories A & B	Costs Covered	Maximum DEQ Funding Share, Not to Exceed \$500,000 (Government-Owned)	Maximum DEQ Funding Share, Not to Exceed \$500,000 (Non-Government-Owned)
Replace with new alternate fuel vehicle	Vehicle purchase	60%	25%
Replace with new diesel vehicle	Vehicle purchase	20%	20%
Replace with new all-electric vehicle	Vehicle purchase; purchase & installation of electric charging or fuel cell infrastructure	85%	75%

\*Category B eligible projects under Table 1 include Shuttle or Transit Buses. School Bus projects are eligible under Category C outlined in Table 2.

**Table 2: Category C – Electric School Buses**

Technologies for Category C	Costs Covered	Maximum DEQ Funding Share, Not to Exceed \$500,000 (Government-Owned)	Maximum DEQ Funding Share, Not to Exceed \$500,000 (Non-Government-Owned)
Replace with new all-electric vehicle	Vehicle purchase; purchase & installation of electric charging or fuel cell infrastructure	85%	75%

**Table 3: Category D – Airport Ground Support Equipment**

Technologies for Category D	Costs Covered	Maximum DEQ Funding Share, Not to Exceed \$500,000 (Government-Owned)	Maximum DEQ Funding Share, Not to Exceed \$500,000 (Non-Government-Owned)
Replace with new all-electric AGSE	AGSE purchase; purchase & installation of electric charging or fuel cell infrastructure	70%	50%

## 2.E. Recycling & Scrapping of Vehicle/AGSE & Engine

Applicants must ensure that any vehicle/AGSE to be replaced under this RFA is scrapped and are responsible for the cost of scrapping. Successful applicants must agree to meet the following scrapping requirements:

- All eligible vehicle/AGSE to be replaced under this RFA must be scrapped within 90 days of new vehicle/AGSE delivery.
- “Scrapped” shall mean rendered inoperable and available for recycling, and, at a minimum, to cut a 3-inch hole in the engine block and to disable the chassis by cutting the vehicle’s frame rails completely in half.
- Written and photographic evidence of appropriate scrapping including verification of engine serial number and Vehicle Identification Number (VIN) of scrapped vehicle/AGSE is required as part of the deliverables submitted to DEQ and for final payment. Vehicle/AGSE owner is responsible for documenting the scrapping of the existing vehicle/AGSE and engine. DEQ will provide successful applicants with a scrapping verification form.

## SECTION 3. PROJECT SELECTION & SCORING CRITERIA

Eligible applications submitted during the Final Application Phase will be ranked according to the following evaluation ranking criteria. Draft Application Phase applications will be evaluated on eligibility and completeness; see Section 2.A-D and Section 4 for eligibility and application requirements.

These criteria are based on “Montana’s Overall Goal for Use of the Funds” included in [Montana’s Beneficiary Mitigation Plan](#). Each application will be evaluated on its own merit individually based on these criteria, including multiple submittals from the same entity.

Criteria	Metrics	Points Available (Out of 600 Maximum)
<b>A. NOx Emissions</b>	<ul style="list-style-type: none"> <li>• Please provide an estimate of the remaining useful life of the existing vehicle/AGSE, and emission calculation methodology explaining the annual NOx emissions reductions that will occur through the implementation of the proposed project.</li> <li>• Projects achieving the greatest NOx emission reductions over the first five years of operation will receive priority over projects with lesser emissions reductions.</li> <li>• Tools that can calculate annual NOx reduction estimates include Argonne National Lab's AFLEET tool located at: <a href="https://greet.es.anl.gov/afleet">https://greet.es.anl.gov/afleet</a> tool and the EPA's Diesel Emissions Quantifier located at <a href="https://cfpub.epa.gov/quantifier/">https://cfpub.epa.gov/quantifier/</a>.</li> </ul>	<p><b>50 points</b> – Estimated five-year NOx emissions reduction of greater than 0 to 99 pounds.</p> <p><b>100 points</b> – Estimated five-year NOx emissions reduction of 100 to 349 pounds.</p> <p><b>150 points</b> – Estimated five-year NOx emissions reduction of 350 pounds or greater.</p>
<b>B. Achieving long-term air quality benefits for the greatest number of Montanans</b>	<ul style="list-style-type: none"> <li>• Priority will be given to projects operating within counties that: <ul style="list-style-type: none"> <li>○ include areas that are currently in non-attainment, maintenance, or high risk for pollutants associated with mobile sources under the National Ambient Air Quality Standards (NAAQS);</li> <li>○ counties with the highest mobile-source NOx emission rankings for Montana as provided in the <a href="#">2020 National Emissions Inventory</a> (2020 NEI);</li> <li>○ and/or areas that are eligible for designation as a Class I area. See Appendix A for a listing of priority air quality counties and areas.</li> </ul> </li> </ul>	<p><b>50 points</b> – Not operating in top 15 NOx emission areas or Priority Air Quality Area/County.</p> <p><b>100 points</b> – Operating in a county ranking 1-15 for highest NOx emissions in Appendix A.</p> <p><b>150 points</b> – Operating in Priority Air Quality Areas/Counties and/or Class I Areas listed in Appendix A and ranked 1-15 for highest NOx emissions in Appendix A.</p>
<b>C. Investing in clean alternative fuels/ infrastructure</b>	<ul style="list-style-type: none"> <li>• Projects proposing to replace an older vehicle/ASGE with an alternate fuel or all-electric vehicle/AGSE will be given priority over proposals to replace diesel with diesel.</li> </ul>	<p><b>30 points</b> – Project does not include alternate fuel or electric replacement.</p> <p><b>60 points</b> – Project is for an alternate fuel replacement.</p> <p><b>100 points</b> – Project is for an electric replacement.</p>

<b>D. Project timeline</b>	<ul style="list-style-type: none"> <li>• Provide a proposed schedule detailing the steps necessary for completing the project including expected dates for key project milestones such as ordering and delivery of the new vehicle/AGSE, scrapping the old vehicle/AGSE, and when the new vehicle/AGSE is expected to begin service.</li> <li>• All project milestones must be completed within 20 months of the contract execution date.</li> <li>• If requesting an all-electric or fuel cell vehicle/AGSE, provide information about the required charging or fueling infrastructure and indicate if that infrastructure is in place or provide the installation timeline.</li> </ul>	<p><b>15 points</b> – Project timeline provided but with minimal details on milestones.</p> <p><b>30 points</b> – Application includes a project timeline with some detail.</p> <p><b>50 points</b> – Application includes a detailed project timeline with details on milestones.</p>
<b>E. Project budget</b>	<ul style="list-style-type: none"> <li>• Detailed cost estimates for preferred vendor and any other purchase costs associated with the project to be paid by the applicant or with the requested funding.</li> <li>• Identifies funding sources to be used to meet cost-share requirements.</li> </ul>	<p><b>15 points</b> – Project budget provided but with minimal information.</p> <p><b>30 points</b> – Proposal includes a detailed budget and requests the maximum grant amount.</p> <p><b>50 points</b> – Proposal anticipates as many projects costs as possible. Budget includes a higher cost-share than required.</p>
<b>F. Maintenance plan</b>	<ul style="list-style-type: none"> <li>• Plan for ongoing maintenance of the new vehicle/AGSE that details resources and/or personnel that will be utilized for both regular service and emergency repairs.</li> </ul>	<p><b>15 points</b> – Maintenance plan provided, but with minimal information.</p> <p><b>30 points</b> – Application includes maintenance plan with some detail.</p> <p><b>50 points</b> – Application includes a detailed maintenance plan.</p>
<b>G. Previous Funding</b>	<ul style="list-style-type: none"> <li>• Did applicant or project partner receive funds from DEQ in previous DEQ Volkswagen funding opportunities?</li> </ul>	<p><b>0 Points</b> – Applicant or project partner has previously received DEQ Volkswagen funding.</p> <p><b>50 points</b> – Applicant or project partner has not previously received DEQ Volkswagen funding.</p>

## SECTION 4. PROPOSAL MATERIALS & INSTRUCTIONS

On the opening of the Draft Application Phase, applicants may contact Neal Ullman at [neal.ullman@mt.gov](mailto:neal.ullman@mt.gov) with questions about project eligibility and completeness requirements. Starting on the opening date of the Final Application Phase of this RFA on eMACS and until applications are selected and announced by DEQ, applicants are prohibited from communication regarding this RFA with any other Montana state agency staff, officials, or evaluation team members regarding this solicitation, except as permitted by the following DEQ contact person listed below. Any unauthorized contact may disqualify the applicant from further consideration.

For each application submitted for the Draft or Final Application Phase, interested parties must submit one complete application (application plus the following required information for each vehicle/AGSE proposed to be funded). Draft Application Phase applications may be e-mailed to [neal.ullman@mt.gov](mailto:neal.ullman@mt.gov) by the deadline identified in Section 5 below. All Final Application Phase application materials must be uploaded into eMACs by the deadlines identified in Section 5 below. If the electronic application materials are significantly large or exceed 15MB to upload into eMACS, please submit materials via the State of Montana's File Transfer Service (<https://transfer.mt.gov/Home/Login>) and send an e-mail to the DEQ contact listed below notifying them of the upload. Follow the prompts to access an existing ePass account or create one. The FTS recipient will be Rebecca Gregg at [rebecca.gregg@mt.gov](mailto:rebecca.gregg@mt.gov). Please note: Please verify the size of your attachment(s) prior to attempting to submit. DEQ is not responsible for documents that are unable to be uploaded due to the size of attachments.

Rebecca Gregg  
Montana DEQ  
P.O. Box 200901  
Helena, MT 59620-0901  
Phone: 406-444-3101  
E-mail: [rebecca.gregg@mt.gov](mailto:rebecca.gregg@mt.gov)

1. Completed DEQ Clean Truck, Bus & Airport Equipment application form with signature of individual from the lead applicant responsible for authorizing and overseeing completion of the project. Proposals that do not use the DEQ application form will not be considered for funding.
2. Letter(s) of Commitment from the applicant demonstrating assurance that project will operate primarily in Montana (i.e., for at least half of its operating time/mileage) and for at least five years.
3. Letter(s) of Commitment for match from the applicant and from additional project funding partners (if applicable), who will provide necessary matching funds for the project.
4. Copy of existing vehicle/AGSE title (if applicable), including model year and VIN (if applicable).
5. A clear, legible photo of the engine label that captures the engine make, model, year, horsepower, serial number and engine family name for each vehicle/AGSE proposed for replacement. If an engine label is not available, provide documentation of the information requested that would have been on the engine label.
6. A clear, legible photo of the VIN plate (if applicable) that includes VIN and gross vehicle weight rating (GVWR) for each vehicle/AGSE proposed for replacement. If a VIN plate is not available, provide documentation of the GVWR.
7. Three different bids for the replacement vehicle/AGSE. If you are not able to provide three bids, please include a written explanation with justification of the reason why.



# SECTION 5. SCHEDULE OF EVENTS & TERM

This two-phase solicitation schedule includes different application submission requirements for each phase but uses the same application forms. Carefully review the Two-Phase Solicitation Schedule below for dates and requirements. DEQ will only review applications submitted by the deadlines identified in the RFA schedule table below and will only review applications submitted for the Final Solicitation that were also submitted during the Draft Application Phase. DEQ will notify applicants if a project will be awarded funding within approximately 21 days after the application due date.

Please note: Applicants submitting applications and receiving guidance from the program during the Draft Application Phase does not confer rights upon any applicant nor serves as guarantee of an award after close of the Final Application Phase eMACS process. To be eligible for funding, proposals must meet the minimum eligibility requirements described in Section 2 and include all documents listed in Section 4 and the application forms. DEQ intends to evaluate and score applications submitted for the Final Application Phase based on the criteria listed under Section 3. If additional funding becomes available and there are qualified applications not able to be funded through this RFA, those qualified applications would be considered for the additional funding. DEQ reserves the right to reject any application that does not meet the goals of Montana’s Beneficiary Mitigation Plan. DEQ may periodically provide additional information via its website at <https://deq.mt.gov/energy/Programs/fuels>.

The review team for the Draft Application Phase will evaluate submitted applications for eligibility, completeness, and whether they meet the goals of this RFA. See Section 2 “Eligibility Requirements” and Section 4 “Proposal Materials & Instructions” for further details. The same review team for the Final Application Phase will evaluate applications using the “Project Selection & Scoring Criteria” in Section 3. Should funding requests total more than the amount available in this RFA, proposals will be competitively ranked using the “Project Selection & Scoring Criteria” in Section 3.

Once project awards have been awarded and accepted, DEQ will request EMT funds to be transferred to DEQ, a process that may take up to 60 days. Once EMT funds are transferred, DEQ will enter into a contract with those applicants selected to receive funding under this program. Contracts will define applicant’s responsibilities to include deliverables, schedule for project completion, and method of payment. All projects will be completed, and documentation provided to DEQ, within 20 months of the contract execution date. Payments for eligible project expenses will be made on a reimbursement basis after DEQ receives all required deliverables from the applicant. The term for funding of each successful applicant will end 20 months from the contract execution date. Extensions for project completion may be allowed if the applicant provides a reasonable justification to DEQ. The vehicle/AGSE being replaced must be scrapped within 90 days of receipt of the replacement vehicle/AGSE.

## TWO-PHASE SOLICITATION SCHEDULE – ALL TIMES ARE MOUNTAIN TIME

Event	Date
NEW! – Draft Application Phase	To be eligible for funding, entities must submit a draft application for DEQ’s review and comment by December 5, 2025 by 2:00 pm.
RFA Announcement & Informational Webinar	October 6, 2025 – 1:00 pm
Applicants should work with Energy Office program staff to ask questions, receive assistance, and discuss draft applications.	October 6, 2025 – 2:00 pm

Complete, signed draft applications and all attachments submitted to Neal Ullman ( <a href="mailto:neal.ullman@mt.gov">neal.ullman@mt.gov</a> ). To be eligible for funding during the Final Application Phase, entities must submit a draft application during the Draft Application Phase.	December 5, 2025 – 5:00 pm
Draft application feedback provided to applicants.	January 9, 2026 – 2:00 pm
Final Application Phase	
Final solicitation opens. eMACS Q&A Board opens and after this date, all questions must be posted to the Q&A Board in eMACS.	January 16, 2026 – 2:00 pm
eMACS Q&A Board closes	January 23, 2026 – 2:00 pm
Final, complete, signed applications and all attachments submitted via eMACS. Unsigned applications and any applications or attachments submitted outside of eMACS will be rejected unless the file size is too large necessitating submittal via FTS. Attachments submitted during the Draft Application Phase that are necessary for the Final Application Phase must be re-submitted; DEQ will not use applications or attachments submitted during the Draft Application Phase during the final solicitation review process.	January 30, 2026 – 2:00 pm
Award Notifications	Approximately 21 days after Application Deadline
Execution of Contract between DEQ & Successful Applicants	Approximately 120 days after Award Notification

Energy Office Program Contact for Draft Application Phase

- Neal Ullman, Energy Resource Professional, 406-444-6582, [neal.ullman@mt.gov](mailto:neal.ullman@mt.gov)

## APPLICANT'S SIGNATURE

The application must be signed (electronically or in ink) by an individual authorized to legally bind that party. The applicant's signature on an application in response to this RFA guarantees that the offer has been established without collusion and without effort to preclude the State of Montana from obtaining the best possible supply or service. Proof of authority of the person signing the request for application response must be furnished upon request.

## REPORTING REQUIREMENTS & PAYMENT REQUESTS

Periodic reporting will be required from the project start date until the project is completed and project funds are paid. More information on reporting, including deadlines and report templates, will be provided to recipients after award notification. Payment of project expenses will take place on a reimbursement basis after DEQ receives documentation of scrapping, vehicle replacement and other required deliverables. The successful applicant must purchase the vehicle/AGSE and submit required proof of total costs and reimbursement invoice documentation before payment can occur.

## APPENDIX A: PRIORITY AIR QUALITY COUNTIES AND AREAS

**Table 1: Counties that include nonattainment or maintenance areas for certain pollutants associated with mobile sources (transportation).**

Pollutant	County	Status
PM2.5 (1997)	Lincoln (Libby)	Maintenance
CO	Yellowstone (Billings)	Maintenance
CO	Cascade (Great Falls)	Maintenance
CO	Missoula (Missoula)	Maintenance
SO <sub>2</sub> (2010)	Yellowstone (Billings)	Maintenance
SO <sub>2</sub> (1971)	Lewis & Clark (East Helena)	Maintenance
SO <sub>2</sub> (1971)	Yellowstone (Laurel)	Nonattainment

### ELIGIBLE CLASS I AREAS

- Fort Peck Reservation
- Northern Cheyenne Reservation
- Flathead Reservation
- Yellowstone National Park
- Glacier National Park

### HIGHWAY VEHICLES NOX EMISSIONS – TOP 15 COUNTIES

- |                  |                |
|------------------|----------------|
| 1. Yellowstone   | 9. Jefferson   |
| 2. Missoula      | 10. Silver Bow |
| 3. Gallatin      | 11. Mineral    |
| 4. Flathead      | 12. Park       |
| 5. Cascade       | 13. Ravalli    |
| 6. Lewis & Clark | 14. Powell     |
| 7. Lake          | 15. Stillwater |
| 8. Big Horn      |                |

### OFF HIGHWAY NOX EMISSIONS – TOP 15 COUNTIES

- |                |              |
|----------------|--------------|
| 1. Flathead    | 9. Blaine    |
| 2. Lincoln     | 10. Phillips |
| 3. Roosevelt   | 11. Toole    |
| 4. Yellowstone | 12. Custer   |
| 5. Valley      | 13. Rosebud  |
| 6. Glacier     | 14. Cascade  |
| 7. Hill        | 15. Dawson   |
| 8. Big Horn    |              |

## APPENDIX B: PROJECT EXAMPLES

The examples below may provide insight into how to tailor the project proposal to meet the Clean Truck, Bus & Airport Equipment Program goals and requirements. Eligible projects are not limited to these examples and other eligibility requirements may apply. Review Section 2 for eligibility requirements.

### Truck replacement – Category A

Good Example:

- Old truck to be replaced has an engine model year 2008 and is diesel powered. New truck will have an engine model year 2025 and is CNG powered.
- The old truck in this example meets the eligibility requirements of an engine model year between 1992-2009 and is diesel powered. The new truck will have a 2024 or newer CNG engine.

Poor Example:

- Old truck to be replaced has an engine model year 2015 and is gasoline powered. New truck will be an engine model year 2023 and is gasoline powered.
- The old truck in this example does not meet the engine model year requirements of 1992-2009 and only older diesel powered trucks can be replaced. The new truck does not meet the engine model year requirement of having a 2024 or newer engine. Gasoline is not eligible for new vehicles.

### School bus replacement – Category C

Good Example:

- Old bus to be replaced has an engine model year 2001, is diesel powered, and weighs 33,000lbs GVWR. New bus will be a 2025 electric bus, will include purchase of charging equipment, and weighs 33,000lbs GVWR.
- The old bus in this example meets the eligibility requirements of an engine model year older than 2009, is diesel powered, and weighs more than 14,001lbs GVWR. The new bus will be an electric-powered bus and comparable in size to the bus being replaced.

Poor Example:

- Old bus to be replaced has an engine model year 2004, is diesel powered, and weighs 10,200lbs GVWR. New bus will have a propane engine, include purchase of propane dispensing equipment, and weighs 33,000lbs GVWR.
- The old bus in this example meets the eligibility requirements of an engine model year older than 2009 and is diesel powered. However, the old bus weighs less than the minimum of 14,001lbs GVWR. The new bus will be propane powered which is not eligible for school bus replacements nor is the purchase of fueling infrastructure for a non-zero emission vehicle. The new bus is also significantly larger than the one being replaced which does not meet the comparable type requirement.

### Airport equipment replacement – Category D

Good Example:

- Old belt loader is gasoline powered. New belt loader will be electric powered.
- The old belt loader in this example meets the eligibility requirements of being gasoline or diesel powered as described in the Category D requirements. New AGSE can only be electric powered.

Poor Example:

- Old airport-owned shuttle bus is gasoline powered. New shuttle bus will be of comparable size and is electric powered.
- Eligible AGSE means “vehicles and equipment used at an airport to service aircraft between flights” according to the Volkswagen Settlement. This includes, but is not limited to, AGSE such as belt loaders and pushback or baggage tractors.

An old airport-owned shuttle bus could be eligible for funding under Category B of this RFA but must meet all requirements including being diesel powered. Unlike AGSE projects, an airport-owned vehicle such as a shuttle bus does not have to be replaced with a new electric vehicle. See Section 2 for eligibility requirements.

This example would not be eligible under Category B because the old bus is gasoline powered and it would not be eligible under Category D since it does not service the aircraft.



## CLEAN TRUCK, BUS & AIRPORT EQUIPMENT TRUCK & BUS APPLICATION FORM

### INSTRUCTIONS

This Application Form supplements the Clean Truck, Bus & Airport Equipment Request for Applications (RFA). The RFA includes detailed information about project and application eligibility, funding schedule, cost-share and scoring criteria.

Carefully review the Two-Phase Solicitation Schedule below for dates and requirements in Section 5 of this RFA. Final Application Phase applications must complete and upload this form to the Supplier's Attachments page of the eMACS event by 5:00pm Mountain time on the application deadline.

- 1) Completed DEQ Clean Truck, Bus & Airport Equipment application form with signature of individual from the lead applicant responsible for authorizing and overseeing completion of the project. Proposals that do not use the DEQ application form will not be considered for funding.
- 2) Letter(s) of Commitment from the applicant demonstrating assurance that project will operate primarily in Montana (i.e., for at least half of its operating time/mileage) and for at least five years.
- 3) Letter(s) of Commitment for match from the applicant and from additional project funding partners (if applicable), who will provide necessary matching funds for the project.
- 4) Copy of existing vehicle title, including model year and VIN.
- 5) A clear, legible photo of the engine label that captures the engine make, model, year, horsepower, serial number and engine family name for each vehicle proposed for replacement.
- 6) A clear, legible photo of the VIN plate (if applicable) that includes VIN and gross vehicle weight rating (GVWR) for each vehicle proposed for replacement. If a VIN plate is not available, provide documentation of the GVWR.
- 7) Three different bids for the replacement vehicle. If you are not able to provide three bids, please include a written explanation of the reason why.

### APPLICANT INFORMATION

Organization Name: \_\_\_\_\_ ☐ Government ☐ Nongovernment

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Employer/Taxpayer ID (EIN/TIN): \_\_\_\_\_ UEI (from SAM.gov): \_\_\_\_\_

Authorized Representative Name: \_\_\_\_\_ Title: \_\_\_\_\_

E-mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Alternate Representative Name: \_\_\_\_\_ Title: \_\_\_\_\_

E-mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Is your organization/entity submitting more than one application for vehicle replacements?

Yes ☐ No ☐ If yes, how many? \_\_\_\_\_

## PROJECT INFORMATION

### Existing vehicle

Type: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_  
VIN: \_\_\_\_\_ GVWR: \_\_\_\_\_ Fuel Type: \_\_\_\_\_  
Fuel Usage/Year: \_\_\_\_\_ Annual Mileage Used: \_\_\_\_\_  
Total Mileage (Odometer or hour reading): \_\_\_\_\_ (Bus Projects Only) Annual Ridership \_\_\_\_\_  
Estimated hours operated/year including idle hours: \_\_\_\_\_  
Estimated remaining life, in hours & years: \_\_\_\_

### Existing Engine

Type: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Serial/ID# \_\_\_\_\_  
Horsepower: \_\_\_\_\_

### New vehicle

Type: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_  
GVWR: \_\_\_\_\_ Fuel Type: \_\_\_\_\_

### New Engine

Type: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Horsepower: \_\_\_\_\_

### Cost

Total vehicle Cost: \_\_\_\_\_ Total Funding Requested: \_\_\_\_\_  
Percentage of Funding Requested of Total Project Cost: \_\_\_\_\_  
Total Infrastructure Cost (if applicable): \_\_\_\_\_  
Total Infrastructure Funding Requested: \_\_\_\_\_

## DESCRIPTION OF PROPOSED PROJECT

Responses to the following questions will be used to evaluate and score this application. Incomplete applications will not be evaluated. The Project Scoring Criteria Matrix is in Section 3 of the Clean Truck, Bus & Airport Equipment RFA.

A. **NO<sub>x</sub> emissions** – Please provide an estimate of the remaining useful life of the existing vehicle/AGSE, and emission calculation methodology explaining the annual NO<sub>x</sub> emissions reductions that will occur through the implementation of the proposed project. Projects achieving the greatest NO<sub>x</sub> emission reductions over the first five years of operation will receive priority over projects with lesser emissions reductions. Tools that can calculate annual NO<sub>x</sub> reduction estimates include Argonne National Lab's AFLEET tool located at: [https://greet.es.anl.gov/afleet\\_tool](https://greet.es.anl.gov/afleet_tool) and the EPA's Diesel Emissions Quantifier located at <https://cfpub.epa.gov/quantifier/>. (150 points)

B. **Achieving long-term air quality benefits for the greatest number of Montanans** – Priority will be given to projects operating within counties that include areas that are currently in non-attainment, maintenance, or high risk for pollutants associated with mobile sources under the National Ambient Air Quality Standards (NAAQS); counties with the highest mobile-source NOx emission rankings for Montana as provided in the 2020 National Emissions Inventory (2020 NEI); and/or areas that are eligible for designation as a Class I area. See Appendix A for a listing of priority air quality counties and areas. (150 points)

C. **Investing in clean alternative fuels/infrastructure** – Projects proposing to replace an older vehicle with an alternate fuel or all-electric vehicle will be given priority over proposals to replace diesel with diesel. (100 points)

D. **Project timeline** – Provide a proposed schedule detailing the steps necessary for completing the project including expected dates for key project milestones such as ordering and delivery of the new vehicle, scrapping the old vehicle, and when the new vehicle is expected to begin service. All project milestones must be completed within 20 months of the grant agreement/contract execution date. If requesting an all-electric or fuel cell vehicle, provide information about the required charging or fueling infrastructure and indicate if that infrastructure is in place or provide the installation timeline. (50 points)



Milestones	Proposed Completion Date	Notes
Purchase order issued for new vehicle		
Delivery of new vehicle		
Existing vehicle scrappage with required documentation (scrappage requirements listed in Section 2.E of RFA)		
New vehicle begins service		
Reimbursement request with required documentation		

E. Project budget – Detailed cost estimates for preferred vendor and any other purchase costs associated with the project to be paid by the applicant or with the requested funding. (50 points)

	Total Project Cost	Total Funding Request	Request Percentage of Total Project Cost	Cost Share from Applicant	Percentage Cost Share from Applicant
Vehicle replacement					
Electric vehicle or fuel cell charging infrastructure (if applicable)					

\* Use N/A for any fields that are not applicable to this project.

F. Maintenance plan – Plan for ongoing maintenance of the new vehicle that details resources and/or personnel that will be utilized for both regular service and emergency repairs. (50 points)

G. Previous funding – Did applicant or project partner receive funds from DEQ in previous DEQ Volkswagen funding opportunities? (50 points)

☐ Yes ☐ No

## **APPLICATION ACKNOWLEDGEMENT**

Authorized Representative Name: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## CLEAN TRUCK, BUS & AIRPORT EQUIPMENT AIRPORT EQUIPMENT APPLICATION FORM

### INSTRUCTIONS

This Application Form supplements the Clean Truck, Bus & Airport Equipment Request for Applications (RFA). The RFA includes detailed information about project and application eligibility, funding schedule, cost-share and scoring criteria.

Carefully review the Two-Phase Solicitation Schedule below for dates and requirements in Section 5 of this RFA. Final Application Phase applications must complete and upload the following information to the Supplier's Attachments page of the eMACS event by 5:00pm Mountain time on the application deadline.

- 1) Completed DEQ Clean Truck, Bus & Airport Equipment application form with signature of individual from the lead applicant responsible for authorizing and overseeing completion of the project. Proposals that do not use the DEQ application form will not be considered for funding.
- 2) Letter(s) of Commitment from the applicant demonstrating assurance that project will operate primarily in Montana (i.e., for at least half of its operating time/mileage) and for at least five years.
- 3) Letter(s) of Commitment for match from the applicant and from additional project funding partners (if applicable), who will provide necessary matching funds for the project.
- 4) Copy of existing AGSE title (if applicable), including model year and VIN (if applicable).
- 5) A clear, legible photo of the engine label that captures the engine make, model, year, horsepower, serial number and engine family name for each AGSE proposed for replacement. If an engine label is not available, provide documentation of the information requested that would have been on the engine label.
- 6) A clear, legible photo of the VIN plate (if applicable) that includes VIN and gross vehicle weight rating (GVWR) for each AGSE proposed for replacement. If a VIN plate is not available, provide documentation of the GVWR.
- 7) Three different bids for the replacement AGSE. If you are not able to provide three bids, please include a written explanation of the reason why.

### APPLICANT INFORMATION

Organization Name: \_\_\_\_\_ ☐ Government ☐ Nongovernment

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Employer/Taxpayer ID (EIN/TIN): \_\_\_\_\_ UEI (from SAM.gov): \_\_\_\_\_

Authorized Representative Name: \_\_\_\_\_ Title: \_\_\_\_\_

E-mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Alternate Representative Name: \_\_\_\_\_ Title: \_\_\_\_\_

E-mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Is your organization/entity submitting more than one application for AGSE replacements?

Yes ☐ No ☐ If yes, how many? \_\_\_\_\_

## PROJECT INFORMATION

### Existing AGSE

Type: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_  
VIN: \_\_\_\_\_ GVWR: \_\_\_\_\_ Fuel Type: \_\_\_\_\_  
Fuel Usage/Year: \_\_\_\_\_ Annual Mileage or Hours Used: \_\_\_\_\_  
Total Mileage (Odometer or hour reading): \_\_\_\_\_  
Estimated hours operated/year: \_\_\_\_\_  
Estimated remaining life, in hours & years: \_\_\_\_

### Existing Engine

Type: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Serial/ID# \_\_\_\_\_  
Horsepower: \_\_\_\_\_

### New AGSE

Type: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_  
GVWR: \_\_\_\_\_ Fuel Type: \_\_\_\_\_

### New Engine

Type: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Horsepower: \_\_\_\_\_

### Cost

Total AGSE Cost: \_\_\_\_\_ Total Funding Requested: \_\_\_\_\_  
Percentage of Funding Requested of Total Project Cost: \_\_\_\_\_  
Total Infrastructure Cost (if applicable): \_\_\_\_\_  
Total Infrastructure Funding Requested: \_\_\_\_\_

## DESCRIPTION OF PROPOSED PROJECT

Responses to the following question will be used to evaluate and score this application. Incomplete applications will not be evaluated. The Project Scoring Criteria Matrix is in Section 3 of the Clean Truck, Bus & Airport Equipment RFA.

A. **NO<sub>x</sub> emissions** – Please provide an estimate of the remaining useful life of the existing AGSE, and emission calculation methodology explaining the annual NO<sub>x</sub> emissions reductions that will occur through the implementation of the proposed project. Projects achieving the greatest NO<sub>x</sub> emission reductions over the first five years of operation will receive priority over projects with lesser emissions reductions. Tools that can calculate annual NO<sub>x</sub> reduction estimates include Argonne National Lab's AFLEET tool located at: [https://greet.es.anl.gov/afleet\\_tool](https://greet.es.anl.gov/afleet_tool) and the EPA's Diesel Emissions Quantifier located at <https://cfpub.epa.gov/quantifier/>. (150 points)

B. **Achieving long-term air quality benefits for the greatest number of Montanans** – Priority will be given to projects operating within counties that include areas that are currently in non-attainment, maintenance, or high risk for pollutants associated with mobile sources under the National Ambient Air Quality Standards (NAAQS); counties with the highest mobile-source NO<sub>x</sub> emission rankings for Montana as provided in the 2020 National Emissions Inventory (2020 NEI); and/or areas that are eligible for designation as a Class I area. See Appendix A for a listing of priority air quality counties and areas. (150 points)

C. **Investing in clean alternative fuels/infrastructure** – Projects proposing to replace an older AGSE with an alternate fuel or all-electric AGSE will be given priority over proposals to replace diesel with diesel. (100 points) – Note: Per Section 2.B of the RFA, AGSE can only be replaced by new electric powered AGSE.

D. **Project timeline** – Provide a proposed schedule detailing the steps necessary for completing the project including expected dates for key project milestones such as ordering and delivery of the new AGSE, scrapping the old AGSE, and when the new AGSE is expected to begin service. All project milestones must be completed within 20 months of the grant agreement/contract execution date. If requesting an all-electric AGSE, provide information about the required charging or fueling infrastructure and indicate if that infrastructure is in place or provide the installation timeline. (50 points)

<b>Milestones</b>	<b>Proposed Completion Date</b>	<b>Notes</b>
Purchase order issued for new AGSE		
Delivery of new AGSE		
Existing AGSE scrappage with required documentation (scrappage requirements listed in Section 2.E of RFA)		
New AGSE begins service		
Reimbursement request with required documentation		

E. **Project budget** – Detailed cost estimates for preferred vendor and any other purchase costs associated with the project to be paid by the applicant or with the requested funding. (50 points)

	<b>Total Project Cost</b>	<b>Total Funding Request</b>	<b>Request Percentage of Total Project Cost</b>	<b>Cost Share from Applicant</b>	<b>Percentage Cost Share from Applicant</b>
AGSE replacement					
Electric AGSE charging infrastructure (if applicable)					

\* Use N/A for any fields that are not applicable to this project.

F. **Maintenance plan** – Plan for ongoing maintenance of the new AGSE that details resources and/or personnel that will be utilized for both regular service and emergency repairs. Please attach the plan to this application. (50 points)

G. **Previous funding** – Did applicant or project partner receive funds from DEQ in previous DEQ Volkswagen funding opportunities? (50 points)

☐ Yes ☐ No

## **APPLICATION ACKNOWLEDGEMENT**

Authorized Representative Name: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# FY27 CLEAN TRUCK, BUS AND AIRPORT EQUIPMENT GRANT

## DRAFT – CONTRACT – DRAFT

This Contract No 527XXX is hereby made between XXXXXX (Contractor) and the Montana Department of Environmental Quality (DEQ) for the purpose of replacing PROJECT DESCRIPTION funded under this Contract. This Contract is issued in accordance with Title 18, Montana Code Annotated (MCA), and the Administrative Rules of Montana (ARM), Title 2, Chapter 5. The parties, in consideration of mutual covenants and stipulations described below, agree as follows:

### SECTION 1. EFFECTIVE DATE AND DURATION

Performance of the Contract shall take effect on the date of final signature (execution date) and terminate 20 months after execution date. The services provided pursuant to Section A of Attachment A must be completed except for the assurances provided in Section A.2. of Attachment A, which is a continuing obligation, unless this Contract is terminated or modified as provided herein.

### SECTION 2. SERVICES

Contractor shall follow all directions set forth in Attachment A: Scope of Work.

### SECTION 3. CONSIDERATION/PAYMENT

A. In consideration of services rendered pursuant to this Contract, the value of which constitutes good and sufficient consideration, DEQ agrees to reimburse Contractor XX% of the total cost for the purchase of one (1) new VEHICLE/AGSE up to a maximum of \$XXXXXX. Contractor agrees to provide at least XX% of the total VEHICLE/AGSE cost for the VEHICLE/AGSE as match towards the purchase. (IF APPLICABLE) DEQ agrees to reimburse the Contractor XX% of the total cost for the purchase and installation of electric vehicle charging infrastructure for the purpose of charging the VEHICLE/AGSE funded under this Contract, up to a maximum of \$XXXXX. Contractor agrees to provide at least XX% of the total purchase and installation of the electric vehicle charging infrastructure cost as match towards the purchase.

1. Subject to DEQ approval of the documentation required under Attachment A, paragraph A, DEQ shall reimburse Contractor within 30 days after receipt and approval of said documentation.
2. This Contract is funded through the Volkswagen Diesel Emissions Environmental Mitigation Trust for State Beneficiaries, Puerto Rico, and the District of Columbia.

### SECTION 4. ACCOUNTING, AUDITING AND RETENTION OF RECORDS

- A. Contractor shall maintain books, records, documents, other evidence directly pertinent to performance of work under this Contract and current accounting for all funds received and expended pursuant to this Contract in accordance with generally accepted accounting principles. Contractor's accounting system must be capable of allocating costs associated with this Contract in a manner that keeps these costs separate from the costs of other contracts, and Contractor shall so allocate all such costs accordingly.
- B. DEQ, the Legislative Auditor, the Legislative Fiscal Analyst, the Wilmington Trust, or their authorized agents, have the right of access to accounting records of Contractor for purposes of making an inspection, audit, excerpts, or transcripts of funds received and expended by Contractor pursuant to this Contract. Contractor



shall maintain the records at the address of its Contract Manager (CM) in Section 14 and allow the entities in the preceding sentence to have access to them for review and copying during normal business hours for as long as the Contractor retains the records under paragraph IV.E. This Contract may be terminated by DEQ upon any refusal of Contractor to allow access to such records (§18-1-118, MCA).

- C. Contractor shall disclose all information and reports resulting from access to the records maintained in paragraph IV.A to any of the agencies referred to in paragraph IV.B.
- D. Audits conducted under this section must be in accordance with generally accepted auditing standards as established by the American Institute of Certified Public Accountants and with established procedures and guidelines of the reviewing or auditing agency.
- E. All books, records, reports, accounting, and other documents maintained by Contractor under this Contract must be retained for a period of eight years after either the completion date of this Contract, or the conclusion of any litigation, claim, audit or exception relating to this Contract taken by DEQ or a third party. Contractor may not destroy any records without first offering the records to DEQ.
- F. In the event that an audit shows that Contractor has not complied with federal or state laws and rules concerning the handling and expenditure of the funds received under this Contract, including any grant-related income, Contractor shall correct the areas of non-compliance within six months after DEQ receives the audit report.

## **SECTION 5. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING**

In accordance with §18-4-141, MCA, Contractor may not assign, transfer, or subcontract any portion of this contract, other than services related to the purchase and installation of the infrastructure, without the State's prior written consent. Any subcontracting of services under this Contract, must be done in a competitive manner. Contractor is responsible to DEQ for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and DEQ under this contract.

## **SECTION 6. DEFENSE/INDEMNIFICATION/HOLD HARMLESS**

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the State and its elected and appointed officials, agents, and employees, from and against all claims, damages, losses and expenses, including the cost of defense thereof, to the extent caused by or arising out of Contractor's negligent acts, errors, or omissions in work or services performed under this Contract, including but not limited to, the negligent acts, errors, or omissions of any Subcontractor or anyone directly or indirectly employed by any Subcontractor for whose acts Subcontractor may be liable.

## **SECTION 7. COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of this contract. **Upon expiration of insurance coverage or exemption, a renewal document must be sent to the Montana Department of Environmental Quality, Attention Rebecca Gregg, Office of Financial Services, 1520 E. 6<sup>th</sup> Avenue, Helena, MT 59601, upon expiration.**

## SECTION 8. COMPLIANCE WITH LAWS

Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

## SECTION 9. CONTRACT OVERSIGHT

- A. **Right to Assurance.** If the State, in good faith, has reason to believe that Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this contract, the State may demand in writing that Contractor give a written assurance of intent to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand (in no event less than five (5) business days) may, at the State's option, be the basis for terminating this contract under the terms and conditions or other rights and remedies available by law or provided by this contract.
- B. **Stop Work Order.** The State may, at any time, by written order to Contractor, require Contractor to stop any or all parts of the work required by this contract for the period of days indicated by the State after the order is delivered to Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, Contractor shall resume work. The State Project Manager shall make the necessary adjustment in the delivery schedule or contract price, or both, and this contract shall be amended in writing accordingly.

## SECTION 10. CONFLICT OF INTEREST

For the purposes of the Montana Code of Ethics, Contractor and each of its employees and subcontractors, is a "public employee" for the purposes of this Section. As such, Contractor and each of its employees and subcontractors is subject to the requirements of Title 2, Chapter 2, MCA, regarding conflicts of interest, including but not limited to sections §2-2-104, §2-2-105, §2-2-121, and §2-2-201, MCA.

Contractor shall notify the State of any actual, apparent, or potential conflict of interest with regard to any individual working on a work assignment or having access to information regarding a subcontract. Notification of any conflict of interest (which are defined as the same types of relationships as organization conflicts of interest, but applicable to an individual). If a personal conflict of interest exists, the individual who is affected shall be disqualified from taking part in any way in the performance of the assigned work that created the conflict-of-interest situation.

Contractor certifies that it has identified all current employees and proposed subcontractor's employees that will perform work under this Contract and that have worked for the State in the last two years prior to submitting the solicitation request which resulted in the award of this Contract. Contractor further certifies that no former employee of the State of Montana or local government may work under this Contract for a period of twelve months after voluntary termination of public employment, if by working under the Contract the employee will

take direct advantage, unavailable to others, of matters with which the employee was directly involved during the employee's public employment.

## SECTION 11. CONTRACT TERMINATION

- A. **Termination for Cause with Notice to Cure Requirement.** Either party may terminate this Contract in whole or in part for failure of the other party to materially perform any of the services, duties, terms, or conditions contained in this Contract after giving the other party written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.
- B. **Reduction of Funding.** In accordance with §18-4-313(4), MCA, DEQ must terminate this Contract if funds are not appropriated or otherwise made available to support DEQ's continuation of performance of this Contract in a subsequent fiscal period. If state or Settlement funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Contract (whether at an initial Contract payment level or any Contract increases to that initial level) in subsequent fiscal periods, DEQ shall terminate this Contract as required by law. DEQ shall provide Contractor the date DEQ's termination shall take effect. DEQ shall not be liable to Contractor for any payment that would have been payable had the Contract not been terminated under this provision. As stated above, DEQ shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date DEQ's termination takes effect. This is Contractor's sole remedy. DEQ shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.
- C. **Bankruptcy or Receivership.** Voluntary or involuntary bankruptcy or receivership by Contractor may be cause for termination.
- D. Any termination of this Contract is subject to the exception that Section 4 (ACCOUNTING, AUDITING AND RETENTION OF RECORDS), relating to retention of and access to records, must remain in effect.

## SECTION 12. EVENT OF BREACH-REMEDIES

- A. **Event of Breach.** Any one or more of the following acts or omissions of Contractor shall constitute an event of breach:
  - a. Products or services furnished by Contractor fail to conform to any requirement of this contract; or
  - b. Failure to submit any report required by this contract; or
  - c. Failure to fulfil any of the other covenants and conditions of this contract, including beginning work under this contract without prior State approval.
- B. **Actions in Event of Breach.** Upon the occurrence of any material breach of this contract, either party may take either one, or both, of the following actions:
  - a. Give the breaching party a written notice specifying the event of breach and requiring it to be remedied within, in the absence of a greater specification of time, thirty (30) days from the date of the notice; and if the event of breach is not timely remedied, terminate this contract upon giving the breaching party notice of termination; or
  - b. Treat this contract as materially breached and pursue any of its remedies at law or in equity, or both.

No failure by either party to enforce any provisions hereof after any event of breach shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any event of breach shall be

deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of either party to enforce each and all of the provisions hereof upon any further or other breach on the part of the breaching party.

### **SECTION 13. FORCE MAJEURE**

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five (5) working days after the onset. If the notice is not provided within the five (5) day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this Contract, unless the parties mutually agree that the obligation is excused because of the condition.

### **SECTION 14. CONTRACT MANAGERS**

Contractor's liaison to DEQ for purposes of this Contract is **CONTACT NAME** or successor at Contractor's address **CONTACT ADDRESS** Phone: **CONTACT PHONE**, e-mail: **CONTACT E-MAIL**. DEQ's liaison to Contractor for purposes of this Contract is Neal Ullman or successor at DEQ's Energy Bureau, 1520 East Sixth Avenue, Helena, Montana 59620, phone (406) 444-6582, e-mail Neal.Ullman@mt.gov. Either party's contract manager may reach out with questions and/or status updates at will.

### **SECTION 15. CHOICE OF LAW AND VENUE**

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See section 18-1-401, MCA.) A declaration by any court or any other binding legal source that any provision of the Contract is illegal, and void shall not affect the legality and enforceability of any other provisions of the Contract, unless the provisions are mutually and materially dependent.

### **SECTION 16. TAX EXEMPTION**

The State of Montana is exempt from Federal Excise Taxes except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-\*148, 124 Stat. 119].

### **SECTION 17. PERSONAL PROPERTY TAX**

All personal property taxes will be paid by Contractor.

### **SECTION 18. SCOPE, AMENDMENT AND INTERPRETATION**

- A. This Contract consists of **X** numbered pages, **DEQ-RFP2025-525XXX**, and Attachments A-Scope of Work and Attachment B-Contractor's Application Response. In the case of dispute or ambiguity about the minimum levels of performance by Contractor to fulfill this Contract, the order or precedence of document interpretation is as follows: 1) amendments to this Contract, 2) this Contract, 3) Attachment B, 4) Attachment

A, and 5) solicitation. A copy of the original has the same force and effect for all purposes as the original. Any enlargement, alteration, or modification requires a written amendment signed by both parties.

**SECTION 19. EXECUTION**

To express the parties' intent to be bound by the terms of this Contract, they have executed this document on the dates set out below.

**ENTITY NAME**

_____ DATE	_____ <b>Name, TITLE</b> <b>ADDRESS</b> <b>CITY, MT ZIP</b> <b>FEIN –</b>
---------------	---

**MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY**

_____ DATE	_____ <b>REBECCA GREGG, Contracts Officer</b> Centralized Services Division Financial Services Bureau Metcalf Building 1520 E. Sixth Avenue Helena, MT 59620-0901
---------------	---

Approved as to Legal Content:

_____ DATE	_____ DEQ Attorney
---------------	-----------------------

## ATTACHMENT A: SCOPE OF WORK

As a recipient of Volkswagen Environmental Mitigation Trust (EMT) funds, the Contractor shall complete the following tasks by the deadline stated in Contract Section 1, Effective Date and Duration or as otherwise provided within the Contract.

A. Contractor shall do the following:

1. Replace the following **PROJECT DESCRIPTION**. The Contractor shall purchase the **VEHICLE/AGSE** through blanket purchase agreements or some other mechanism that ensures a fair and reasonable price for the item from one of the vendors as submitted with the application. The **VEHICLE/AGSE** being scrapped and replaced will be:
2. Make/Model/Year: **PROJECT INFORMATION**
3. VIN: **XXXXXXXXXXXXXX**
4. Ensure that for its minimum five-year lifespan, the **VEHICLE/AGSE** purchased with funding under this Contract is used only by the Contractor.
5. **(IF APPLICABLE)** Purchase and install electric vehicle charging infrastructure. This charging infrastructure must be installed for the purpose of charging the vehicle/AGSE funded through this Contract. The Contractor may also use this charging infrastructure for other vehicle/AGSE owned by the Contractor. The Contractor shall purchase the Infrastructure through blanket purchase agreements or some other mechanism that ensures a fair and reasonable price for the item from one of the vendors as submitted with the application.
6. As soon as practicable, provide DEQ with the following:
7. Copies of the title of the old **VEHICLE/AGSE** showing the VIN
8. Photos of the old **VEHICLE/AGSE** VIN plate with the gross vehicle weight rating (GVWR);
9. Provide copy of the **VEHICLE/AGSE** Purchase Order (PO), including the line-item sheet, sent by the **VEHICLE/AGSE** manufacturer noting estimated delivery of the purchased **VEHICLE/AGSE** on or before Contract end date.
10. **(IF APPLICABLE)** Provide copies of the Infrastructure Purchase Order (s), including Infrastructure serial number(s).
11. Upon manufacturer's delivery to Contractor of the new **VEHICLE/AGSE**, provide DEQ with copies of the bills of lading, reflecting total amount of the purchases, including line-item sheet indicating item-by-item pricing, and actual date(s) of delivery to the Contractor. The line-item sheet must include the model years and vehicle Identification Numbers (VIN) of the purchased **VEHICLE/AGSE**. The line-item sheets must also clearly identify the **(IF APPLICABLE)** battery capacity, model, gross vehicle weight rating and horsepower.
12. Provide a copy of the invoices from the vendor showing total **VEHICLE/AGSE** purchase price (for each **VEHICLE/AGSE**).
13. **(IF APPLICABLE)** Provide a copy of the invoice(s) from the charging Infrastructure vendor showing total Infrastructure purchase price.
14. **(IF APPLICABLE)** Provide a copy of the line-item invoice(s) from the electrical or other contractor(s) installing the Infrastructure.
15. Provide DEQ with photographic (color electronic images are sufficient) evidence of the new **VEHICLE/AGSE**, **VEHICLE/AGSE** serial/identification number, **VEHICLE/AGSE** production date, **VEHICLE/AGSE** VIN plate, the DEQ-supplied decal(s), title or proof of ownership, and interior views **(IF APPLICABLE)**, and side and front views showing the **VEHICLE/AGSE** number and license (if available at the time of photographing). Said written and photographic verification must be submitted to DEQ before final payment is processed.

16. (IF APPLICABLE) Provide DEQ with photographic (color electronic images are sufficient) evidence of the installed electric vehicle charging infrastructure clearly showing the serial number and location of the Infrastructure. Said written and photographic verification must be submitted to DEQ before final payment is processed.
17. Provide DEQ with documentation that shows Contractor complied with the RECYCLING/SCRAPPAGE requirements. This includes the method used to recycle the replaced VEHICLE/AGSE. Contractor must submit written and photographic verification of the VEHICLE/AGSE disposal process that includes the engine serial number and chassis vehicle identification numbers (VIN) of the VEHICLE/AGSE to be recycled described in Section II paragraph A.1, and the Certificate of Engine/Chassis Destruction with this information. Said written and photographic verification must be submitted to DEQ before final payment is processed.
18. Notify DEQ immediately should the Contractor receive notice of a significant delay in the delivery of the VEHICLE/AGSE and/or installation of the Infrastructure (IF APPLICABLE) that will impact completion of tasks required by this section, and work with vehicle/AGSE manufacturer and DEQ to resolve any issues to the satisfaction of Contractor and DEQ. DEQ will issue a modification to formalize the delay and new anticipated delivery date. No related cost increases will be passed on to/requested from the State. The same completion deadlines once received apply as if the vehicles were on time. The State reserves the right to require Contractor to provide supporting justification documentation for extension requests.
19. Contribute matching funds equal or greater than XX% of the total VEHICLE/AGSE cost for the VEHICLE/AGSE shown on the final invoice.
20. (IF APPLICABLE) Contribute matching funds equal to or greater than XX% of the total charging infrastructure purchase and installation cost.
21. Comply with all applicable federal and state laws, executive orders, regulations, and applicable written policies in performance of services under this Contract.
22. Contractor and any subcontractors must have a current contractor registration profiles in the System for Award Management (SAM <https://www.sam.gov/SAM/>), [formerly the Central Contractor Registration – CCR] for the duration of this Contract.

B. Upon request, DEQ will provide consultation to Contractor concerning the subject matter of this Contract. Questions during the Solicitation phase MUST be submitted through the Q&A Board. Failure to do so is the Applicant's sole risk. No material changes will be considered during contract negotiation.

C. Both parties agree that Contractor shall have control over the disposition of the VEHICLE/AGSE at the conclusion of the VEHICLE/AGSE typical lifespan and that the requirements outlined in Section II.A no longer applies.

## **ATTACHMENT B: CONTRACTOR'S APPLICATION RESPONSE**

Insert a copy of the awarded application response and supplemental materials (i.e., pictures, quotes, etc.)