MEMORANDUM OF UNDERSTANDING #526026
EPA METHOD 9 OPACITY OF AIRBORNE PARTICULATE MATTER TRAINING

THIS CONTRACT is entered into by and between the State of Montana Department of Environmental Quality (State) and Compliance Assurance Associates, Inc. (Contractor), collectively the Parties, for the purpose of supplying online, self-paced training certifications/recertifications in exchange for marketing statements. This Memorandum of Understanding (MOU) is entered into in accordance with Title 18, Montana Code Annotated (MCA) and Administrative Rules of Montana (ARM) Title 2 chapter 5.

1. EFFECTIVE DATE, DURATION, AND RENEWAL

1.1 Memorandum of Understanding (MOU) Term. The Memorandum of Understanding's initial term is effective upon the last signature through February 1, 2027, unless terminated earlier as provided in this MOU. In no event is this MOU binding on the State unless the State's authorized representative has signed it. The State's authorized signatory for this MOU is the Department of Environmental Quality Agency Procurement Officer, or their designee.

This initial term is considered as a Pilot Program to ensure compatibility with the State's network and virtual reality devices, training and credentialing are consistent, the Contractor's ability to promptly correct any issues brought forth by the State, invoicing agreements are honored, etc. MOU renewal will only be applicable for subsequent years pending the consistent analysis and both Parties meeting the terms set forth throughout this MOU as issued and as may be amended and in effect at the time of MOU renewal consideration. If either Party chooses to not renew, and the termination options set forth are not applicable, this Memorandum of Understanding will expire at the end of the term in effect at the time without further need-to-notify.

If the circumstances change that cause this MOU to no longer be classified as a no-cost ($0.00) agreement, this MOU will be terminated with a 30-day notice or upon the provisions provided in the previous paragraph regarding renewal. This is a requirement of the procurement process in which this Memorandum of Understanding was acquired.

1.2 Memorandum of Understanding Renewal. The State may renew this MOU under its then-existing terms and conditions, subject to potential cost adjustments described in Section 2 in 1-year intervals, or any interval that is advantageous to the State. This MOU, including any renewals, may not exceed a total of seven (7) years.

2. CONSIDERATION

The only consideration provided by the State in entering this MOU is the right of Contractor to make factual, non-endorsement statements about DEQ's use of the training software as provided for and explicitly limited by the terms and conditions described herein. By entering this MOU, the Parties explicitly represent that there are no personal benefits provided by Contractor to any DEQ employee. The State further represents, and Contractor understands, that by entering this MOU, the State makes no promise or representation that it will only use Contractor or its services or is endorsing or recommending Contractor or its services to others. This MOU further does not obligate the State to continue using Contractor or its services or to refrain from considering other training options in the future.

3. CONTRACTOR REQUIREMENTS

3.1 Contractor shall provide State the following services:

- Provide a link to the software platform

- Provide a link to the VirtualOpacity User Guide and Instruction Video
- Online self-paced lecture course
- Certificate of Completion
- Provide no less than 45 days' notice of any changes to the training services for State's consideration and agreement or disagreement in writing.
    - Any considerations (changes to the training services) the State accepts will be set forth in a written amendment. The changes will be identified, along with the effective date (generally at time of renewal unless otherwise specified and/or agreed to by the State), and are only formally made a MOU document if the amendment is fully executed. Any amendment that is not fully executed is not enforceable, not made a part of the MOU, and the MOU will continue as previously agreed. If the MOU is late being routed for signatures so the final signature date is after the requested start date, the date shall appear as follows "…on [enter date], [enter year] or upon final execution date, whichever comes later. "
- Enter a statement in their accounting system to nullify all invoices sent to State of Montana Department of Environmental Quality.
    - The representative taking the request to nullify invoices will do so whilst on the phone with the State Contract Manager or within 72 hours after receipt of an emailed request from the State Contract Manager.

3.2 Contractor must comply with reporting and billing requirements outlined above and in Section 7.

4. STATE REQUIREMENTS

The State agrees to provide:

- registration of students who will be completing EPA Method 9 Opacity of Airborne Particulate Matter Training
- registration of students who need to complete any prerequisites necessary prior to enrolling in and completing the EPA Method 9 Opacity of Airborne Particulate Matter Training.
- Contact the Contractor to request invoicing nullification within 72 hours after receipt of invoice. If the Contract Manager is going to be out, their out-of-office must reference the individual who will accept documents on their behalf and make the request to nullify within the timeline.

5. PUBLICITY/ USE OF NAME/ NO ENDORSEMENT

Contractor may reference DEQ as a client user of this virtual reality training approach only as set forth below. Any instances of Contractor failing to adhere to any of these terms are grounds for immediate contract termination.

5.1 No Endorsement. Contractor may state in factual, non-promotional materials that the Montana Department of Environmental Quality has used or is using Contractor's EPA Method 9 opacity training program solely to describe Contractor's client base. Contractor may not state or imply that DEQ, the State of Montana, or any of their officers or employees recommend, endorse, certify, or prefer Contractor or its products/services over any other provider.

5.2 Pre-approval and Review Required. Any use of DEQ's name, logo, or likeness in marketing, advertising, press releases, or case studies requires DEQ's prior written approval, which may be withheld at DEQ's sole discretion. Should Contractor fail to seek pre-approval as described herein, Contractor shall promptly correct any DEQ-identified inaccurate or misleading marketing use of DEQ's name or participation, at no cost to DEQ.

5.3 Factual-only Statements. Any statements by Contractor regarding DEQ's use of Contractor's training program must be limited to factual only statements and is explicitly prohibited in using comparative or promotional phrasing.

5.4 Annual Confirmation Required. Contractor must provide annual confirmations there are no conflicts of interest, both as a corporate entity and individually. If conflicts arise, Contractor must immediately contact DEQ Program Manager and legal counsel who will then investigate and determine the next course of action. See Section 15 for additional information.

6. WARRANTIES

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Contractor warrants that the services provided will conform to the MOU requirements, including all descriptions, specifications, and attachments made a part of this MOU. The State's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this MOU, as law, or in equity, the State may, at Contractor's expense require prompt correction of any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this MOU in the manner and to the same extent as services originally furnished.

7. CONSIDERATION/PAYMENT

7.1 Invoicing Reversal. This Memorandum of Understanding is a no-cost ($0.00) agreement between the Parties; however, currently, the Contractor's invoicing system is not able to discriminate "charged accounts" from "no charge accounts"; therefore, all invoices received by the State Manager for these services/products will be nullified per the procedures outlined in Section 3.

8. ACCOUNTING, AUDIT AND RETENTION OF RECORDS

8.1 Contractor shall maintain books, records, documents, other evidence directly pertinent to this MOU Contractor's accounting system must be able to disassociate costs associated with this MOU in a manner that keeps these costs separate from the costs of other contracts. The State encourages Contractor to utilize a system that follows Generally Accepted Accounting Principles (GAAP) to meet this requirement.

8.2 The State, the Legislative Auditor, the Legislative Fiscal Analyst or their authorized representatives, have the right of access to accounting records of Contractor for purposes of inspection, audit, excerpts, or transcripts of funds received and expended by Contractor pursuant to this MOU. Contractor shall maintain the records at the address of its Manager in Section 23.1 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 Contractor retains the records under paragraph 8.5. Notwithstanding the provisions of the Termination section of this MOU, this MOU may be terminated by the State upon any refusal of Contractor to allow access to such records necessary to carry out an audit and analysis (§18-1-118, MCA).

8.3 Contractor shall disclose all information and reports resulting from access to the records maintained in paragraph 6.1 to any of the agencies referred to in paragraph 8.2.

8.4 Audits conducted under this section must be as defined in by Generally Accepted Auditing Standards (GAAS) as established by the American Institute of Certified Public Accountants and with established procedures and guidelines of the reviewing or auditing agency.

8.5 All books, records, reports, accounting, and other documents maintained by Contractor under this MOU must be retained for a period of eight (8) years after either the completion date of this MOU or the conclusion of any litigation, claim, audit, or exception relating to this MOU taken by the State or a third party, whichever is later. Contractor may not destroy any records without first offering the records to the State.

8.6 If an audit shows that Contractor has not complied with state laws and rules concerning the handling and expenditure of the funds received under this MOU, Contractor must correct the areas of non-compliance within six (6) months after DEQ receives the audit report.

9. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

In accordance with §18-4-141, MCA, Contractor may not assign, transfer or subcontract any portion of this MOU to any other entity without the State's prior written consent; and the State may declare void any unapproved transfer, assignment, or subcontract. Any subcontracting of services under this MOU must be done in a competitive manner and ensure that subcontractor rates are justified and documented. Contractor is responsible for reporting subawards and executive compensation in accordance with 2 CFR §§170.100-170.330.

Contractor is responsible to the State 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 the State under this Memorandum of Understanding.

10. DEFENSE, INDEMNIFICATION/HOLD HARMLESS

10.1 Indemnities by Contractor. Contractor, at its sole cost and expense, shall defend, indemnify and hold harmless State, the contracting agency, and their officers, officials, directors, agents, employees, volunteers, successors, assignees, or designees from any and all liability, actions, demands, causes of actions, judgments, suits, settlements, penalties, and fines (Claims), and all related costs, court costs, attorney fees, expert fees, and other expenses arising out of, resulting from, or related to:

a. Any acts or omissions of Contractor, its employees, subcontractors, assignees, or third-party providers in or in connection with the execution or performance of the MOU and any statement of work or purchase order issued under the MOU, except when the sole negligence is that of State;
b. Any and all third-party Claims involving infringement of United State patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in or in a connection with the execution or performance of the MOU and any statement of work or purchase orders issued under the MOU; and
c. Tax liability, unemployment insurance, worker's compensation, or expectations of benefits owed by Contractor, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the MOU and any statement of work or purchase orders issued under the MOU.

10.2 Coordination of Defense. State shall give Contractor prompt notice of any Claim, and at Contractor's expense, State shall cooperate in the defense of the Claim. Contractor acknowledges that under Montana law, the Montana Attorney General may participate in an action involving the State.

10.3 State Reimbursement. If Contractor fails to comply with its defense obligations under this section, State may undertake its own defense. If State undertakes its own defense, Contractor shall reimburse State for all costs resulting from: (i) settlements, judgments, losses, damages, liabilities, and penalties, fines; and (ii) defense of any Claim including but not limited to attorney fees, court costs, and the costs of investigation, discovery, and experts.

11. COMPLIANCE WITH LAWS

Contractor shall, in performance of work under this MOU, fully comply with all applicable federal, state, or local laws, regulations, and executive orders including by not limited to the Montana Human Rights Act, the Equal Pay Act of 1963, 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. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.I. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects Subcontractors to the same provisions. In accordance with §49-3-207, MCA, and Executive Order No. 04-2016, Contractor agrees that the hiring of persons to perform this MOU will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this MOU.

12. REGISTRATION WITH THE SECRETARY OF STATE

If applicable, any business intending to transact business in Montana must register with the Secretary of State. Businesses that are formed in another state or country that are conducting activity in Montana must determine whether they are transacting business in Montana in accordance with §35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate they are in good standing in Montana. To obtain registration materials, call the Secretary of State at (406) 444-3665 or visit their website at https://sosmt.gov/.

13. REQUIRED INSURANCE

Contractor must have-and be able to provide evidence of-Cyber/Data Information Security Insurance. If requested, Contractor will provide the certificate and policy to the State within 48 hours after receiving the request.

14. CONFLICT OF INTEREST

14.1 For the purposes of the Montana Code of Ethics and this Section, Contractor and each of its employees and subcontractors, is a "public employee". 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 §§2-2-104, §2-2-105, §2-2-121, and §2-2-201, MCA, regarding conflicts of interest.

14.2 If the State discovers that an employee of Contractor or Subcontract is in violation of this Section, the State may, after consulting with Contractor, terminate this MOU or take other appropriate measures to address the conflict and Contractor shall reimburse the State for any services the State required be performed by another Contractor that duplicate the services performed by the employee who violated this Section.

15. DISCLOSURE

15.1 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 shall include both organizational conflicts of interest and personal conflicts of interest (which are defined as the same types of relationships as organizational 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.

15.2 Contractor certifies that it has identified all current employees and proposed subcontractor's employees that will perform work under this MOU and that have worked for the State in the last two (2) years prior to submitting the solicitation request which resulted in the award of this MOU. Contractor further certifies that no former employee of the State of Montana or local government may work under this MOU for a period of twelve (12) months- after voluntary termination of public employment, if by working under the MOU the employee will take direct advantage, unavailable to others, of matters with which the employee was directly involved during the employee's public employment. Pursuant to §2-2-201, MCA, a former employee of state or local government may not, within six (6) months following the termination of public employment, contract or be employed by an employer who contracts with the State of Montana or any of its subdivisions involving matters with which the former public employee was "directly involved", as defined in §2-2-201, MCA, during employment. Contractor further certifies it shall identify any new employees hired during this MOU that will perform work under this MOU and that have worked for the State of Montana in the last two (2) years prior to the submission of the solicitation request which resulted in the award of this MOU. Disclosure in all cases shall include the name of the agency and the nature of work performed by the employee.

16. MEMORANDUM OF UNDERSTANDING TERMINATION

Any termination of this MOU is subject to the exception that Section 8, Accounting, Audit, and Retention of Records, relating to retention of and access to records, remain in effect.

16.1 Termination for Cause with Notice to Cure Requirement. Either Party may terminate this MOU in whole or in part for failure of the Party to materially perform any of the services, duties, terms, or conditions contained in this MOU after giving the other Party written notice identifying items not performed. The written notice must demand performance of the items not performed. The written notice must demand performance of the items not performed within a specified period 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.

16.2 Terrorism, Suspension or Debarment, or Otherwise Ineligible. The State has the absolute right to terminate the MOU, with three (3) day's written notice and without recourse in the following circumstances:

a. Contractor is listed on the prohibited vendors list authorized by Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United State Department of the Treasure, Office of Foreign Assets Control;
b. Contractor is suspended or debarred from doing business with the federal government as listed in the System for Award Management maintained by the General Services Administration;
c. Contractor violates a state or federal law or local ordinance applicable to Contractor's duties in this MOU;
d. Contractor is the subject of voluntary or involuntary bankruptcy or receivership proceedings; or
e. Contractor is found to be ineligible to hold the MOU under the laws of State.

17. EVENT OF BREACH-REMEDIES

17.1 Event of Breach by Contractor. Any one or more of the following Contractor acts or omissions constitute an event of material breach under this MOU:

- Products or services furnished fail to conform to any requirement;
- Failure to submit any report required by this MOU;
- Failure to perform any of the other terms and conditions of this MOU, including but not limited to beginning work under this MOU without State's prior approval and breaching Section 22 meeting obligations; or
- Financial inability to perform its obligations under this MOU.

17.2 Event of Breach by State. The State's failure to perform any material terms or conditions of this MOU constitutes an event of breach.

17.3 Actions in Event of Breach. Upon a material breach by either party, the non-breaching party may:

- Terminate this MOU as defined under Section 16, and pursue any of its remedies under this MOU; at law or in equity; or
- Treat this MOU as materially breached and, except as the remedy is limited in this MOU, pursue any of its remedies under this MOU, at law or in equity.

18. WAIVER OF BREACH

Either party's failure to enforce any provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

No waiver by State of satisfaction of condition or nonperformance of an obligation under this MOU will be effective unless it is in writing and signed by State's authorized representative.

19. FORCE MAJEURE

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control including without limitation actions or missions 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 5-day period, than a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this MOU, unless the parties mutually agree that the obligation is excused because of the condition.

20. CONFORMANCE WITH THE MEMORANDUM OF UNDERSTANDING

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the MOU shall be granted without the State's prior written consent. Products or services provided that do not conform to the MOU terms, conditions, delivery, price, quality, quantities, or may be rejected and returned at Contractor's expense.

21. MEMORANDUM OF UNDERSTANDING MANAGERS AND SERVICE OF NOTICES

21.1 Managers. All project management and coordination on State's behalf must be through a single point of contact designated as the State's Manager (CM). Contractor shall designate a Manager who will provide the single point of contact for management and coordination of Contractor's work. All work performed under this MOU must be coordinated between the State's Manager and Contractor's Manager, and, if applicable, Subcontractor's Manager.

The State CM provides technical liaison duties between Contractor's management and the Contracting Officer in routine technical matters constituting general program direction within the scope of the MOU. Under NO circumstances are either CMs authorized to effect any changes in the work required under this MOU whatsoever or enter into any agreement that has the effect of changing the terms and conditions of this MOU or that causes the Contractor to incur any costs without first confirming allowability within the existing scope of work, contract, or other work documents and formalizing the changes in a modification signed by all parties. The State CM also receives, inspects, and approves/disapproves invoices against the required invoice details and costs associated with the work presented for payment.

In addition, except as otherwise authorized in this MOU, the State CM will NOT supervise, direct, or control Contractor employees. Notwithstanding this provision, to the extent that Contractor accepts any direction that constitutes a changes to this MOU without prior written authorization of the Contracting Officer, costs incurred in connection therewith are incurred at the sole risk of the Contractor, and if involved under this MOU, may be disallowed.

Proceeding with work without proper contractual coverage may result in nonpayment or necessitate submittal of a claim per the provisions contained herein (i.e., breach of MOU, termination, deficiency notice). Contractor's management should clearly communicate this position to its employees working on this MOU and to any subcontractors also providing support.

Bo Wilkins, is the State's Manager
Department of Environmental Quality
PO Box 200901
Helena, MT 59620-0901
(406) 444-0286
Email: Bo.Wilkins@mt.gov

Joe Spivey, is the Contractor's Manager
Compliance Assurance Associates, Inc.
682 Orvil Smith Road
Harvest, AL 35749
Telephone Number: 919-830-7682
Email: joe.spivey@complianceassurance.com

21.2 Notifications. The State's Manager and Contractor's Manager, or their respective designees, may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the respective party's Manager. Notice may be provided by personal service, email, or postal delivery. If notice is provided by personal service or email, the notice is effective upon receipt (if using email, use "Request Read Receipt"); if using postal service, the notice is effective within three (3) business days of mailing. The party receiving a notice shall sign and date an acknowledgement of the notice and mail it to the sending party.

21.3 Identification/Substitution of Personnel. The personnel identified or described in Contractor's proposal shall perform the services provided for the State under this MOU. Contractor agrees that any personnel substituted during the term of this MOU must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. The State reserves the right to personnel. The State's approval of a substitution will not be unreasonably withheld. This approval/disapproval shall not relieve the Contractor to perform and be responsible for its obligations under this MOU. The State reserves the right to require Contractor personnel replacement.

22. MEETINGS

24.1 Technical or Contractual Problems. Contractor shall meet with State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the MOU term or to discuss the progress made by Contractor and State in the performance of their respective obligations, at no additional cost to the State. State may request and coordinate meetings as problems arise. State shall provide Contractor a minimum of three (3) full business days' notice of meeting date, time, and location. State prefers virtual meetings; however, State reserves the right to conduct site visits with face-to-fact meetings. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two (2) consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in MOU termination.

23. CHOICE OF LAW AND VENUE

Montana law governs this MOU as defined in §18-1-401, MCA. If there is a dispute under this MOU the parties will meet in person and attempt to resolve the dispute. If the dispute cannot be settled through negotiation, the parties agree that prior to resorting to litigation they will attempt to settle the dispute by nonbinding mediation administered by a neutral mediator agreed to by the parties.

Both parties waive objection to personal jurisdiction in the First Judicial District in and for the County of Lewis and Clark, State of Montana. Any litigation concerning this MOU 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, except as provided in Section 8, Defense, Indemnification/Hold Harmless.

24. SEVERABILITY CLAUSE

A declaration by any court or any other binding legal source that any provision of the MOU is illegal, and void shall not affect the legality and enforceability of any other provisions of the MOU, unless the provisions are mutually and materially dependent.

25. 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].

26. TAXES

Contractor shall pay all property and sales taxes, if any.

27. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

27.1 Memorandum of Understanding. This Memorandum of Understanding consists of ten (10) numbered pages and any Attachments as required and Contractor's response, as amended. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

27.2 Entire Agreement. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

28. AUTHORITY

This MOU is issued under authority of Title 18 Chapter 4 Subsection 132 (b), Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

29. WAIVER

State's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

30. EXECUTION

The parties through their authorized agents have executed this MOU on the dates set out below.

CONTRACTOR NAME

03/26/2026

DATE

BY: Signed by: Joseph Spivey
4EF6D711B182428...

Joe Spivey, President
682 Orvil Smith Road
Harvest, AL 35749

DEPARTMENT OF ENVIRONMENTAL QUALITY

03/27/2026

DATE

BY: DocuSigned by: Rebecca Gregg
26E3658FC0C140F...

Rebecca Gregg, Procurement Officer
DEQ Operations, Financial Services Bureau
PO Box 200901
Helena, MT 59620-0901

Approved as to Legal Content:

03/24/2026

DATE

BY: DocuSigned by: Jeremiah Langston
0136067AD0A4441...

DEQ Attorney

Compliance Assurance Associates, Inc.

Advancing VEO into the 21st Century

Quote Number: **JDS-241008**
Session ID: 6807

October 8, 2024

Rina Velasquez
MT-DEQ-HQ-Helena
PO Box 200901
Helena, MT 59620-0901

Phone: 406-444-3490
Sent via Email: rina.velasquez@mt.gov
cc: joe.spivey@compliance-assurance.com; accounting@compliance-assurance.com

Dear Rina Velasquez:

Compliance Assurance Associates, Inc. (CAA) appreciates the opportunity to offer opacity training services to your organization via VirtualOpacity℠, CAA's virtual reality smoke school. The training is for certification is in accordance to U.S. EPA 40 CFR 60 Appendix A Reference Method 9 ALT-152, and is subject to CAA's terms and conditions (see www.compliance-assurance.com/terms.php).

Time-Sensitive Bid

This bid is part of CAA's VR early-access program. We would appreciate a reply before 10/15/2024.

Schedule

Date	Event	Time/Schedule
any day	VR	any time

VirtualOpacity℠ Information:

The VirtualOpacity℠ product includes CAA's VR software that operates on specific VR headsets. You are responsible for purchasing the headset(s) for use by your employees. Upon commitment, we will email you with detailed instructions, a list of approved headsets, and where to find them.

Cost

For up to 20 attendees using VirtualOpacity℠, and up to 20 attendees using the online self-paced lecture.

Base Cost		$0
Additional Costs		
Additional Online Self-Paced Lecture Attendees (over 20)	Number x $50 ea	*?*
Additional VR Attendees (over 20)	Number x $0 ea	*?*
	additional-costs sub-total	***0***
	Total Cost	**$0**
		(plus or minus unknowns)

Competitive Pricing

CAA is committed to offering the best value in the marketplace; we will strive to match a competitor's bid.

Next Steps

1. To finalize this commitment, we require a purchase order (PO) or credit card payment.
2. Your VR session will be opened for enrollment following agreement of payment terms. And you will be sent an email with instructions on using the client portal, enrollment, and headset information.
3. Upon activation of the session, you will be billed for costs as outlined above.

If you have any questions or concerns, please call my cell phone (see footer below). I look forward to finalizing the schedule.

Sincerely,

Joseph Spivey
Compliance Assurance Associates, Inc.

From: Joe Spivey <joe.spivey@Compliance-Assurance.com>
Sent: Tuesday, February 18, 2025 12:46 PM
To: Bradley, Adam <Adam.Bradley@mt.gov>
Cc: Wilkins, Bo <Bo.Wilkins@mt.gov>; rina.velasquez@mt.gov
Subject: [EXTERNAL] A RESEND OF: Montana DEQ Fee-Exempt access to our Virtual Smoke School

Adam Bradle,

Shortly after our meeting in Helena and Billing Life got busy for me. Then on the 9th of January, my cardiologist diagnosed me a condition referred to as inverse T-Waves. So, with some lengthy testing, three stents to the Coronary Arteries, and Cardiac Rehab I'm finally back catching up on office stuff. I'm trying to reconnect about several things.

1st to inform you of our up coming traditional Montana Public Smoke School Dates.
Helena March 28th https://compliance-assurance.com/smoke-school.php?class=6651 [compliance-assurance.com]
Billings April 1st https://compliance-assurance.com/smoke-school.php?class=6650 [compliance-assurance.com]

2nd Resend a couple October 2024 emails. SEE THE HIGHLIGHTED TEXT BELOW:

"Compliance Assurance Associates, Inc. (CAA) is offering our ALT-152A Method 9 certification services free to your agency.

We understand you are under contract with another certification provider. When you need personnel certified and your provider's schedule doesn't meet your needs, consider trying CAA's ALT-152A method. Your employees can certify using VirtualOpacitySM on-site at your offices. It is available 24 hours a day (all shifts), 7 days a week, 365 days a year.

Simply:
1. Request an online client account with CAA at
https://compliance-assurance.com/vr-client.php [compliance-assurance.com] (we will set up an account and VR session for your company and provide login information).
2. Access the online portal.
3. Add the student to your account and enroll them in the VR session for your agency.

Students take the web-based test using a Meta Quest 3 headset. Experienced students can finish training in under 10 minutes.

Read VirtualOpacitySM FAQs here: https://compliance-assurance.com/PDFs/12903602-VR-FAQ.pdf [compliance-assurance.com]

Please let me know if I can be of assistance. Fee-exempt"

3rd Ask for an electronic letter of acceptance on your letter head regarding Alt 152A
4th Begin setting up your account for both Traditional Smoke School and VirtualOpacity smoke school.

I will try to reach out to you by phone over the next few days.

Sincerely,

Joe Spivey
President
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