
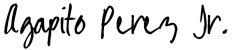


**TEXAS WORKFORCE COMMISSION (TWC)
GRANT AWARD AGREEMENT**

TWC Award Number	2324PAP001
Grant Program Title	Pre-Apprenticeship Career Pathways
Award Amount	\$28,000.00
Grantee Name	
Rio Grande Valley Chapter of IEC	
Period of Award	
This Grant Award Agreement shall begin the later of July 1, 2024 or the date upon which it has been signed by both parties, and shall terminate on December 31, 2024 , unless amended by mutual written agreement of the parties.	
Signature Authority	
The person signing this Grant Award Agreement on behalf of TWC, the Grantee, and the Grantee's Fiscal Agent (if applicable) hereby warrants that he or she has been fully authorized to: <ul style="list-style-type: none"> • execute this Grant Award Agreement on behalf of TWC or Grantee's organization, and • validly and legally bind the organization to all the terms, performances, and provisions of this Grant Award Agreement. 	
Agency Approval	Texas Workforce Commission  <hr/> Mary H York Division Director, Workforce Development Date: <u>6/21/2024</u>
Award Acceptance	Rio Grande Valley Chapter of IEC  <hr/> Agapito Perez Jr. Executive Director Date: <u>6/24/2024</u>

GENERAL TERMS AND CONDITIONS

SECTION 1-Legal Authority

The Texas Workforce Commission (hereinafter identified as the Agency) is responsible for administering an integrated workforce development system, including job training, employment, employment-related educational programs, and the unemployment compensation insurance program, under the authority of Texas Labor Code § 302.021. Pursuant to Texas Labor Code § 302.002(b), the Agency shall have the authority to enter into contracts and administer programs.

SECTION 2-Purpose

This grant award sets forth the responsibilities and obligations of the Agency, the other party(ies) to this grant (hereinafter identified as the Grantee), and its Fiscal Agent (if different from the Grantee), with respect to the implementation and administration of the program defined within the Statements of Work.

SECTION 3-Grant Performance

- 3.1** The Grantee understands that this grant award is not assignable. Notwithstanding any attempt to assign the grant, the Grantee shall remain fully liable for this grant award and shall not be released from performing any of the terms, covenants, or conditions herein.
- 3.2** The Grantee agrees to perform under this grant award in accordance with the commitments established within the Statements of Work, the Budget Summary and the Certifications.

Services under this award shall be provided in compliance with:

- 3.2.1** all applicable federal and state laws, regulations, and rules;
 - 3.2.2** all Agency policies and procedures or guidance materials incorporated herein by specific reference;
 - 3.2.3** the terms and conditions of this grant award; and
 - 3.2.4** appropriate federal and state licensing or certification requirements.
- 3.3** The Grantee has, or shall obtain within forty-five (45) days, personnel capabilities necessary to implement project requirements, and to ensure compliance with this grant award.
- 3.4** The Grantee shall notify the Agency in writing, within ten (10) days, of any change in key personnel assigned to the implementation and administration of this grant award.
- (Key personnel are defined, for the purposes of this grant award, as those personnel whose oversight and guidance is essential to the work being performed hereunder and whose knowledge, qualifications, and experience are critical to the achievement of the objectives of this grant award.)
- 3.5** In consideration of the Grantee's full and satisfactory performance of the specified services, the Agency shall be liable to the Grantee in accordance with the terms and limitations established within the attachments to this grant award.
- 3.6** Except with respect to defaults of sub-contractors, no liability or loss of rights hereunder shall result to either party from delay or failure in performance (including any failure by the grantee to progress in the performance of the work) if such failure arises out of causes beyond the

reasonable control and without the default or negligence of the party affected.

Such causes may include but are not limited to acts of God, acts of a public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, serious labor disputes, shortage of or inability to obtain material or equipment and unusually severe weather. In every case, however, the failure to perform must be beyond the control and without the fault or negligence of the party affected.

SECTION 4-Administrative Requirements

- 4.1** This grant award shall be construed, interpreted, and applied in accordance with the laws of Texas, excluding its choice of law rules.
- 4.2** If any of the provisions of this grant award shall contravene or be invalid under the laws of the United States or the State of Texas, such contravention or invalidity shall not invalidate the entire grant award. It shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly. The Grantee and the Agency shall endeavor to agree on a mutually acceptable alternative provision.

In the event of a conflict between such laws and regulations and the terms and conditions of this grant award, precedence shall be given to the laws and regulations.

- 4.3** This grant award between the Grantee and the Agency shall conform to the administrative requirements found in:

- 4.3.1** the Office of Management and Budget (OMB) Uniform Guidance (UG), 2 Code of Federal Regulations (C.F.R.) Part 200, as supplemented by the Texas Grant Management Standards (TxGMS);
 - 4.3.2** the Agency's Financial Manual for Grants and Contracts (FMGC); and
 - 4.3.3** any directives specified by Agency issuances except as otherwise specifically authorized by the Agency in writing.
- 4.4** Separate cash accounting shall be maintained for Apprenticeship Training Program grant awards. If state or local laws require that funds be deposited in centralized accounts, separate accounting records with specific identification of the Apprenticeship Training Program cash receipts and disbursements will meet this requirement.
- 4.5** The Grantee shall use generally accepted accounting principles and shall comply with the applicable cost principles and administrative requirements as recognized or defined in pronouncements issued by the American Institute of Certified Public Accountants or by other entities having similar generally recognized authority.

SECTION 5-Surety Requirements

- 5.1** The Grantee understands and agrees that it shall be liable to repay to the Agency any funds not expended in accordance with this grant, or determined to be expended in violation of the terms of this grant and under OMB's UG including loss arising from a fraudulent or dishonest act of the Grantee's officers and employees holding positions of fiduciary trust.

- 5.2** All repayment made by the Grantee to the Agency pursuant to Section 5.1 of these General Terms and Conditions (GTC) shall be from non-federal funds.
- 5.3** The Grantee's failure to make repayment to the Agency within thirty (30) days after demand may result in legal actions to recover such funds and any additional costs incurred by the Agency, including allowable interest.

SECTION 6-Rights in Data, Products, or Inventions

- 6.1** The Agency may reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, by or on behalf of the Agency any data, product or invention developed under this grant award or purchased with funds from this grant award.
- 6.2** Excluding copyrighted, licensed, and public domain software, the Grantee grants to the Agency and its designated representatives, unlimited rights to any data (subject to the Family Educational Rights and Privacy Act, 20 U.S. Code (U.S.C.) § 1232g; 34 C.F.R., Part 99, databases or data processing programs first developed, produced, or delivered under this grant award. Such data includes recorded information regardless of form or media.
- 6.3** Upon termination of this grant award, whether for cause or convenience, all finished or unfinished documents, records, reports, photographs, etc., prepared by the Grantee shall, at the option of the Agency, become the property of the Agency.

In the event of such termination the Grantee may be requested to transfer title and deliver to the Agency any property or products the Grantee has acquired or produced in performance of the grant award.

- 6.4** All data and rights necessary to fulfill the Grantee's obligations to the Agency under this grant award must be secured and obtained from its sub-contractors.

If a sub-contractor refuses to accept terms affording the Agency such rights, the Grantee shall promptly bring such refusal to the attention of the Agency.

- 6.5** The Agency and its officers, agents and employees are indemnified against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. § 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this grant award, or out of the use or disposal by or for the account of the Agency of such supplies or construction work.
- 6.6** The Agency retains non-exclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced the subject invention throughout the world with respect to any invention resulting from activities funded by this grant award in which the Grantee retains title.

SECTION 7-Prevention of Fraud

- 7.1** The Grantee shall establish and implement procedures for preventing, reporting, investigating, and taking appropriate legal and/or administrative action concerning any fraud, program abuse, possible illegal expenditures, unlawful activity, violations of law, or Agency rules, policies, and procedures occurring under this grant award.

- 7.2** Any member of the Grantee's staff or Grantee's sub-contractor's staff having knowledge of suspected fraud, program abuse, possible illegal expenditures, unlawful activity, violations of law, or Agency rules, policies and procedures occurring under this grant award, shall report such information to the Agency's Office of Investigations no later than five (5) working days from the date of discovery of such act.
- 7.3** An Incident Report regarding such an act must be submitted to:
- Texas Workforce Commission
Office of Investigations
101 East 15th Street, Room 230
Austin, Texas 78778-0001
- 7.4** The Grantee shall establish and implement reasonable internal program management procedures sufficient to ensure that its employees, participants, and sub-contractors are aware of the Agency's Fraud and Program Abuse Hotline (1-800-252-3642) and that Hotline posters are displayed to ensure maximum exposure to all persons associated with or having an interest in the programs or services provided under this grant award.
- 7.5** Except as provided by law or court order, the parties to this grant award shall ensure the confidentiality of all reports of violations, as listed above. Neither the Grantee nor the Agency shall retaliate against any person filing a report.
- 7.6** Upon review of submitted reports, the Agency's Office of Investigations may elevate the report to the appropriate federal authority, accept the case for investigation and/or action at the state level, or return the case to the Grantee, or Grantee's sub-contractor, for action including, but not limited to, the following:

- 7.6.1** further investigation;
 - 7.6.2** referral for prosecution under the Texas Penal Code, or other state or federal laws; and/or
 - 7.6.3** other corrective action, as may be appropriate.
- 7.7** When referred back to the Grantee, the Grantee shall ensure that a final investigation closing report is submitted to the Agency's Office of Investigations after all feasible avenues of investigation and legal and/or corrective action have been taken.

SECTION 8-Preventing Conflict of Interest

- 8.1** The Grantee shall take every reasonable course of action to maintain integrity in the expenditure of these public funds and to avoid favoritism and questionable or improper conduct.
- 8.2** The Grantee shall administer this award in an impartial manner, free from efforts to gain personal, financial, or political benefit, tangible or intangible. The Grantee and its executive staff and employees, while administering this grant award shall avoid situations which could give the appearance that any decision was influenced by prejudice, bias, special interest or desire for personal gain.
- 8.3** The Grantee assures that no person shall participate in any decision relating to any sub-contract which affects his/her personal pecuniary interest including, but not limited to:
- 8.3.1** employees or sub-contractors of the Grantee; or
 - 8.3.2** persons who exercise any function or responsibility in the review or approval of the undertaking or carrying out of this grant award.

8.4 The Grantee shall maintain on file, and make available for inspection by the Agency, a statement submitted by each Grantee employee, sub-contractor, or governing body member disclosing any interest, fact, or circumstance which does or may present a potential conflict of interest. Such conflict of interest disclosure statements shall be updated, as circumstances require, but at least annually.

The above paragraph shall serve as a minimum standard and shall not be construed as to limit the Grantee's authority for more restrictive governance to prevent real and/or apparent conflicts of interest.

SECTION 9-Grant Provisions

9.1 The Grantee shall comply with the following:

9.1.1 Rehabilitation Act of 1973 § 504, 29 U.S.C. § 794, as amended;

9.1.2 Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d *et seq.*, and 2000e-16, as amended;

9.1.3 Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1688, as amended;

9.1.4 The Age Discrimination Act of 1975, 42 U.S.C. § 6101 *et seq.*, as amended;

9.1.5 The Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*, as amended;

9.1.6 Women in Apprenticeship and Non-traditional Occupations Act, 29 U.S.C. § 2501, *et seq.*;

- 9.1.7** Applicable provisions of the Clean Air Act, 42 U.S.C. § 7401 *et seq.*, and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*;
- 9.1.8** The rights and responsibilities for charitable and faith-based providers set forth in the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) § 104, 42 U.S.C. § 604a, as applicable; and
- 9.1.9** The Priority of Service in Job Training and Employment Assistance Programs, as set forth in the Texas Labor Code §302.151 through § 302.153.
- 9.2** The Agency and the Grantee may not deny services under this grant award to any person and are prohibited from discriminating against any employee, applicant for employment, or beneficiary because of race, color, religion, sex, national origin, age, physical or mental disability, temporary medical condition, political affiliation, or belief, or citizenship.
- 9.3** The Grantee shall ensure that the evaluation and treatment of employees and applicants for employment are free from discrimination.
- 9.4** The Grantee shall make a reasonable effort to meet the state goal on sub-contracts and supplier contracts to historically underutilized businesses certified by the State of Texas, as defined in Texas Government Code § 2161.001, including any certified women or minority owned businesses or enterprises.
- 9.5** The Grantee shall adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of State Health Services as required by the Texas Health and Safety Code § 85.001 *et seq.*

SECTION 10-Sub-Contractors

The Grantee assures that the performance rendered by all sub-contractors shall comply with all the terms and provisions of this grant award as if the performance were rendered by the Grantee, and shall require such sub-contractors to comply with all requirements, as covered in this grant award.

SECTION 11-Records: Retention, Confidentiality, and Access

- 11.1** The Grantee agrees to retain financial and supporting documents, statistical records, and any other records pertinent to the services provided under this grant for which a claim or report was submitted to the Agency. These supporting records and documents must be kept for a minimum of seven (7) years after final payment and all other pending matters are closed out.
- 11.2** The Grantee shall establish and maintain a method to secure the confidentiality of records and other information relating to clients in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed as limiting the Agency's right of access to client case records or other information relating to clients served under this contract.
- 11.3** The Grantee shall grant access and the right to examine, copy, or mechanically reproduce all reports, books, papers, documents, automated data systems, and other records pertaining to this contract from Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., local time, excluding state or federal holidays. Such rights of access and examination are granted to the duly authorized representatives of:
- 11.3.1** the United States Department of Agriculture;

- 11.3.2** the United States Department of Education;
- 11.3.3** the United States Department of Health and Human Services;
- 11.3.4** the United States Department of Labor;
- 11.3.5** the Comptroller General of the United States;
- 11.3.6** the General Accounting Office;
- 11.3.7** the Auditor of the State of Texas;
- 11.3.8** the Agency; and
- 11.3.9** other state and federal auditing agencies.

11.4 Such rights to access shall continue as long as the Grantee retains the records.

11.5 The Agency, and any of its authorized representatives, shall have timely and reasonable access to all Grantee records and personnel related to this agreement for the purpose of inspection, monitoring, auditing, evaluation, interview, and discussion.

SECTION 12-Monitoring, Audits, and Evaluations

12.1 The Grantee shall supply to the Agency an audit that is in compliance with the Single Audit Act of 1984, 31 U.S.C., Chapter 75, and OMB's UG, 2 C.F.R. Part 200, applicable at the time costs were incurred.

12.2 The Agency reserves the right to conduct, or cause to be conducted, an independent audit of all funds received by the Grantee under this grant award. Such an audit may be performed by the local government audit staff, a certified public accounting firm, or other auditors as designated by the Agency and must be conducted in accordance with applicable

federal rules and regulations, grant award guidelines, and established professional standards and practices.

12.3 The Grantee understands that acceptance of funds under this grant award acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to audit or investigate the expenditure of funds under this grant award or any subcontract. The Grantee further agrees to cooperate fully with the State Auditor's Office or its successor, including providing all records requested. The Grantee will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Grantee and the requirement to cooperate is included in any subcontract it awards.

12.4 The Grantee shall develop and maintain a sub-contractor monitoring system, acceptable to the Agency, covering any sub-contract it awards from this grant award.

Complete records of all monitoring performed by the Grantee shall be maintained and made available to the Agency during such sub-contract performance periods and for as long thereafter as an unresolved deficiency may require.

12.5 The Agency reserves the right to conduct or cause a designee to conduct monitoring and evaluation studies of the performance of the Grantee or any sub-contractor for services rendered under this grant award.

The Agency retains the right to perform such monitoring and evaluation studies that it determines necessary and will report preliminary results to the Grantee and any sub-contractor before the monitoring and evaluation is concluded and the final results are made a matter of record.

12.6 If a charitable or faith-based organization who is a sub-contractor to the Grantee establishes a separate account for the government funds provided through this grant award, then only the services and activities supported by those funds will be subject to audit by the Agency or its duly authorized representatives.

12.7 The Grantee shall cooperate with any audit or examination conducted pursuant to this section.

SECTION 13-Dispute Resolution

13.1 To the extent applicable under state and federal law, a Grantee's claim for breach that the parties cannot resolve in the ordinary course of business shall be submitted to the dispute resolution process provided for in 40 Texas Administrative Code (TAC), Chapter 800, Subchapter K, as further described in this section.

13.1.1 To initiate the process, the Grantee shall submit written notice to the Agency's contract manager. Said notice shall specifically include the information required by 40 TAC § 800.453, as well as other supporting documentation or other tangible evidence to facilitate the Agency's evaluation of the Grantee's claim.

13.1.2 Neither the execution of this grant award by the Agency nor any other conduct of any representative of the Agency relating to this grant award or the dispute resolution process described herein shall be considered a waiver of sovereign immunity to suit.

13.2 Neither the occurrence of an event nor the pendency of a claim constitute grounds for the suspension of performance by the Grantee, in whole or in part.

SECTION 14 - Sanctions and Penalties

14.1 The Grantee acknowledges and accepts that special conditions may be imposed by the Agency, and certain enforcement remedies exercised (set forth within OMB's UG), if the Grantee has been designated as a "high risk" grantee.

Special conditions or restrictions could include:

14.1.1 payment on a reimbursement basis;

14.1.2 withholding authority to proceed to the next project phase until receipt of evidence of acceptable performance;

14.1.3 additional and more detailed financial reporting;

14.1.4 additional project monitoring;

14.1.5 requiring the Grantee to obtain technical or management assistance;

14.1.6 establishing additional prior approvals; or

14.1.7 other conditions or restrictions appropriate to the circumstances.

14.2 The Grantee acknowledges and accepts that failure of the Grantee to comply with any provision of this grant award, whether stated in a federal or state statute or regulation, Commission rules, an assurance, a certification, an application or Agency policies or procedures referenced in a grant award may subject the Grantee to sanctions and enforcement or remedial measures appropriate to the circumstances, including temporary withholding of cash payments, disallowance of costs, whole or

partial suspension of the award, withholding of further awards, or other remedies that may be legally available.

14.3 The Grantee is an independent contractor and not an employee or agent of the Agency and as such indemnifies the Agency against all disallowed costs or other claims that may be asserted by any third party in connection with any training program or project funded subject to this grant award.

14.4 The Grantee shall be liable to repay to the Agency any funds not expended in accordance with this grant award, or determined to be expended in violation of the terms of this grant award and under OMB's UG applicable to educational institutions, including loss arising from a fraudulent or dishonest act of the Grantee's officers, and employees holding positions of fiduciary trust.

14.5 All repayment made by the Grantee to the Agency pursuant to Section 14.3 or 14.4 of this GTC shall be from non-federal funds.

14.6 The Grantee's failure to make repayment to the Agency within thirty (30) days after demand may result in legal actions to recover such funds and any additional costs incurred by the Agency, including allowable interest.

SECTION 15-Appeals

Any sanctions or penalties imposed under this grant may be appealed pursuant to Texas Government Code, Chapter 2260.

SECTION 16-Changes and Amendments

16.1 This grant award, and all documents or subsequent agreements referenced herein, is the entire agreement between the parties. All oral or written agreements between the parties hereto relating to the subject

matter of this grant award that were made prior to the execution of this grant award have been reduced to writing and are contained or referenced herein.

- 16.2** Any alterations, additions, or deletions to the terms of this grant award required by changes in federal or state law or by regulations are automatically incorporated into this grant award without written amendment hereto, and shall become effective on the date designated by such law or regulation.
- 16.3** To ensure effective performance under this grant award, all parties agree that the Agency may amend performance requirements during this grant period, to interpret or clarify a change in federal or state law, rules, or regulations, by issuing formal directives to establish or clarify such performance requirements.
- 16.3.1** After a period of no less than thirty (30) days subsequent to written notice (unless more rapid implementation is required by law) such formal directives shall have the effect of qualifying the terms of this grant award and shall be binding upon the Grantee and the Agency as if written herein.
- 16.3.2** Such Agency directives shall not alter the terms of this grant award so as to relieve the Agency of any obligation specified in this grant award to reimburse the Grantee for costs properly incurred prior to the effective date of such formal directives.
- 16.4** The Agency may unilaterally amend this grant award for any of the following actions:
- 16.4.1** Modification of the number of apprentices to be served based on the Apprentice Information Form, or

16.4.2 Modification of the funding based on the standard calculations for contact hour rate as applied to all ATP contractors statewide.

Any other modifications to the grant may only be made by mutual written amendments as provided in Section 16 of this GTC.

16.5 Except as specifically provided by Sections 16.1, 16.2, 16.3, and 16.4 of this GTC, any additions, alterations, deletions, or extensions, to the terms of this grant award shall be by amendment hereto in writing and executed by all parties to this grant award except for budget line item changes which shall be processed pursuant to Section 1.7 of Attachment B of this grant award. Any other attempted changes, including oral modifications, written notices that have not been signed by all parties, or other modifications of any type, shall be invalid.

The Agency reserves the sole option to renew or extend this grant award after the initial period. Such renewal will be based upon a compliance review and the Agency's continuing need for the services. The Grantee may submit a written request that the Agency consider a renewal or extension. Such written request must be received by the Agency no later than thirty (30) days prior to the expiration of this grant award.

SECTION 17-Termination

17.1 This grant award may be terminated, in whole or in part, by the Agency whenever it determines that such termination is in its best interests.

17.2 When justified, either party may terminate this grant award for cause, pending completion of any reports or audits required by the Agency. Such termination shall be effective upon receipt of written notification of termination, provided no less than sixty (60) days in advance.

17.3 Notwithstanding the Agency's exercise of its right of early termination of this grant award, the Grantee shall not be relieved of any liability for damages due to the Agency. The Agency may withhold payment to the Grantee on this grant award until such time as the exact amount of damages due to the Agency from the Grantee is agreed upon or otherwise determined by the Agency.

17.4 This grant award is subject to termination or cancellation, without penalty to the Agency, either in whole or in part, subject to the availability of federal or state funds.

SECTION 18-Property

18.1 The Grantee shall acquire, maintain, and/or dispose of property purchased with funds received under this grant award in accordance with OMB's UG, the TxGMS, and/or the Agency's FMGC and directives specified by Agency issuances.

18.2 The Grantee shall submit a "Notification of Property Acquisition" form for purchases of production or proprietary equipment, if purchase of such equipment is an allowable cost under this grant prior to reimbursement by the Agency for the cost of such equipment.

18.3 The Grantee shall take all reasonable precautions to ensure all property acquired under this grant award is properly maintained, accounted for, and protected from damage, loss, unreasonable deterioration or theft.

18.4 Non-governmental subcontractors having property acquired under this grant award shall acquire and maintain property insurance reasonably sufficient to replace any damaged, lost, or stolen property, for as long as the property is kept.

- 18.5** Grantees that are governmental entities, or their subcontractors, having property acquired under this grant award may be required by the Agency to replace any damaged, lost, or stolen property from sources other than federal funds, if no property insurance is in effect.
- 18.6** The Grantee shall designate a Property Control Officer to be responsible for the inventory and control of all real property or non-expendable personal property purchased in whole or in part with funds received under this grant award and in the custody of the Grantee or its subcontractors.
- 18.7** The Property Control Officer shall submit an inventory of property purchased under this grant as part of the closeout process.
- 18.8** In the event of Grantee noncompliance with the terms of this grant award or failure to meet required outcomes of this grant award, the Agency reserves the right to transfer title to any equipment items purchased under this grant award from the Grantee to the Agency.
- 18.9** Equipment purchased under this grant award may be used in the funded program or project for as long as needed to complete the training.
- 18.10** When the equipment is no longer needed for either the original training program or project or other training program or project currently supported, disposition instructions shall be requested from the Agency Contract Manager.

SECTION 19-Certifications

The Grantee certifies compliance with the federal, state and Agency requirements set forth in Certifications (Attachment C) of this grant award.

TEXAS WORKFORCE COMMISSION
PROGRAM GRANT/COOPERATIVE AGREEMENT
GRANT AWARD TERMS AND CONDITIONS

Attachment A

**RIO GRANDE VALLEY CHAPTER OF IEC
PRE-APPRENTICESHIP CAREER PATHWAYS
STATEMENT OF WORK – PROJECT REQUIREMENTS**

SECTION 1 – Project Abstract

The purpose of the Pre-Apprenticeship Career Pathway grant is to support strategies that help place individuals on a career pathway to employability through a Registered Apprenticeship Program (RAP).

This grant will pay a portion of costs related to training activities, such as theoretical instruction (in-person, online, or hybrid), instructor costs, books and training materials, and supplies, to prepare individuals for competencies, skills, and materials used in apprenticeable occupations.

Pre-apprenticeship is a set of strategies designed to prepare individuals to enter and succeed in a RAP. Quality pre-apprenticeship programs include the following elements:

- designed and delivered, with input from at least one RAP sponsor;
- ongoing sustainability through established partnerships for employers to develop a skilled workforce and to create career opportunities and pathways for individuals;
- hands-on experiences that replicate the industry and occupational conditions and standards of the partnering RAP, with opportunities to obtain industry-recognized credentials;
- ensure access to career and supportive services during the program, which may continue after a pre-apprentice enters a RAP; and
- supports for underrepresented or underserved populations to assist them in overcoming barriers to entering and succeeding in RAPs.

TEXAS WORKFORCE COMMISSION
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SECTION 2 – Applicable Grant Authorities

- 2.1 The Agency funds this grant under the authority of the Texas Education Code, Chapter 133 and 40 Texas Administrative Code, Chapter 837.
- 2.2 The Grantee assures and certifies that it possesses the legal authority to receive this grant award and the funds authorized by this grant, and to perform the services it obligates itself to perform under this grant.

SECTION 3 – Allowable Services/Activities

The Grantee, as the fiscal agent, shall administer the funds to carry out allowable activities in accordance with goals and objectives as allowed by statutes and regulations cited in Section 2 of this Attachment A, and in compliance with limitations stipulated in Attachment B, Financial Requirements, of this grant award.

SECTION 4 – Eligibility

- 4.1 Eligible participants to be served under this grant consists of individuals who are eligible to receive services and training under the pre-apprenticeship program, and who meet applicable safety requirements for the industry and occupation being trained in.
- 4.2 The Grantee shall determine eligibility for each participant prior to receiving any services funded through this grant award. The Grantee shall document and maintain confidential eligibility documentation files for each participant receiving services funded through this grant award. Maintenance of these eligibility files shall conform to the Agency’s policy for “Handling and Protection of Personally Identifiable Information and Other Sensitive Information” requirements in Workforce Development (WD) Letter 02-18, including any subsequent issuances.

TEXAS WORKFORCE COMMISSION
PROGRAM GRANT/COOPERATIVE AGREEMENT
GRANT AWARD TERMS AND CONDITIONS

Failure to determine eligibility, document eligibility, or maintain the required files for all enrolled apprentices may result in disallowed costs and subsequent repayment of grant award funds, in accordance with Section 1 of Attachment B of this grant award.

SECTION 5 – Award Specific Requirements

- 5.1 The Grantee is responsible for all reporting under this grant award.
- 5.2 The Grantee agrees that if participants trained and/or expenditures are not in keeping with Attachment A-1, Participant Rate for Programs of the grant award, including benchmarks as required in Section 6 of this Attachment A, the Agency may impose one (1) or more of the following remedies:
 - 5.2.1 a site visit by Agency staff to review the project or provide technical assistance;
 - 5.2.2 a Corrective Action Plan as stated in 40 TAC § 802.121;
 - 5.2.3 a hold placed on payments; and/or
 - 5.2.4 deobligation of funds.
- 5.3 The Grantee shall be responsible for the delivery of the services specified in Attachment A-1 of this grant including the Activities and Performance Measures established in Section 6 of this Attachment A, and any terms and conditions required by this grant.
- 5.4 The Grantee shall commence related instruction as described in Attachment A-1 of this grant within thirty (30) days of the grant begin date. Failure to commence related instruction within this period may result in withdrawal of this grant by the Agency.
- 5.5 Beginning training prior to the start date of this grant may result in disallowed costs and may require repayment of a portion of the funds to the Agency.
- 5.6 The Grantee shall ensure the following training activities occurred and are documented:

TEXAS WORKFORCE COMMISSION
 PROGRAM GRANT/COOPERATIVE AGREEMENT
 GRANT AWARD TERMS AND CONDITIONS

- 5.6.1 verify that the pre-apprenticeship program is under the direction of a functioning Apprenticeship Committee as described in Texas Education Code, Chapter 133, and 40 TAC, Chapter 837;
 - 5.6.2 conduct a head count of each eligible participant;
 - 5.6.3 verify the name of the participant; and
 - 5.6.4 review the schedule of classes for names of instructors, training locations, and days and times of each training sessions.
- 5.7 The Grantee shall ensure that each participant:
- 5.7.1 has met the requirements to be eligible for funding;
 - 5.7.2 has verifiable attendance during both the 2nd and 3rd class meetings or the 4th class meeting as indicated by the instructor’s official attendance records;
 - 5.7.3 in entered in TWC’s online Apprenticeship Information Management System (AIMS), to be included for final funding distribution; and
 - 5.7.4 is entered in AIMS no later than August 16, 2024.
- 5.8 The Grantee shall ensure that participants meet state and federal work requirements, when participants are participating in work-based learning environments.

SECTION 6 – Activities and Performance Measures

The Grantee shall:

Deliverables Description	Deliverable Target	Deliverable Due
6.1 Submit to the Agency a signed Assurance Form provided with FY24 Planning Estimates	1 form	No later than July 1, 2024

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Deliverables Description	Deliverable Target	Deliverable Due
6.2 Provide to the Agency notification of FY24 Application submittal to Local Workforce Development Board where training is occurring	1 notice per workforce area	No later than July 1, 2024
6.3 Submit to the Agency a copy of class schedule as described in Section 5.6 of this Attachment A	1 schedule per Apprenticeship Committee	July 12, 2024
6.4 Identify participants being trained with contracted Pre-Apprenticeship Program as set forth in Attachment A-1 of this grant award and Section 5.3 of this Attachment A	20	30 days after the grant begin date
6.5 Provide to the Agency the participant data as described in Section 7 of this Attachment A	1 data submission	See Section 7.2 of the Attachment A
6.6 Provide to the Agency the completion status of each apprentice as described in Section 7.6 of this Attachment A	1 data submission	60 days after the grant end date

SECTION 7 – Reporting Requirements

- 7.1 The Agency will provide access and data entry instructions for AIMS to the Grantee under separate Agency correspondence. The Grantee shall conform to the reporting instructions and shall enter participant data electronically, as required in Sections 7.2 and 7.3.
- 7.2 The Grantee shall enter electronically participant data using TWC’s online AIMS participant data collection application no later than the 16th day of August.
- 7.3 The Grantee shall enter into AIMS actual participants trained, including but not limited to:
- 7.3.1 characteristics (i.e., Social Security Number, Date of Birth);
 - 7.3.2 hourly Wage (if applicable); and

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- 7.3.3 training activity.
- 7.4 The Grantee shall provide any additional reports, data, and information on the operation and performance of the grant deemed necessary by the Agency.
- 7.5 The Grantee shall provide to the Agency the Completion Status of each participant entered electronically in AIMS, no later than sixty (60) days following the grant end date. The Completion Status shall designate:
- 7.5.1 a completion reason; and
- 7.5.2 a date for last class attended.
- 7.6 Financial reporting shall be submitted in accordance with the instructions in Section 3 of Attachment B of this grant.
- 7.7 The designated Agency Grant Manager is listed below:
- Tammie Monroe, CTCD, CTCM
Texas Workforce Commission
101 E. 15th Street, Room 440-T
Austin, Texas 78778-0001
Phone: 737-471-1425
Email: PACP@twc.texas.gov

The Agency shall notify the Grantee by e-mail if the designated Agency Grant Manager changes during the grant period and such change shall not require an amendment to this grant.

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Attachment A-1

RIO GRANDE VALLEY CHAPTER OF IEC
PRE-APPRENTICESHIP CAREER PATHWAYS
PARTICIPANT RATE FOR PROGRAMS

Row Number	Training Program	DOL Program Registration Number	Occupation	Est. or Actual	Class Duration (Weeks)	Number Expected to Enroll in RAP	Number of Participants	
1	Rio Grande Valley Chapter of IEC	TX016800001	Electrician	Estimated	26	20	20	
2								
3								
4								
5								
						Total Number of Participants	Per Participant Rate	Total Budget
						20	\$ 2,000.00	\$ 40,000

70% of Total Budget	\$ 28,000
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Attachment B

**RIO GRANDE VALLEY CHAPTER OF IEC
PRE-APPRENTICESHIP CAREER PATHWAYS
STATEMENT OF WORK – FINANCIAL REQUIREMENTS**

SECTION 1 - Expenditure Limitations

- 1.1. The Agency is liable to the Grantee in an amount equal to, but not in excess of, the lesser of the amount of the grant or the actual allowable costs incurred by the Grantee in rendering the performance specified in the Statements of Work and any attachments subject to the following provisions:
 - 1.1.1 The limitations established within the project budget document (Attachment B-1, Budget Summary Form of this grant award).
 - 1.1.2 The Agency receives a verified statement, of current and/or projected expenditures incurred under this grant, prepared according to the instructions specified in the Agency's FMGC and additional Agency issuances.
 - 1.1.3 The Agency shall not be liable for expenditures made in violation of the legal authorities cited in this grant, or any other law or regulation applicable to a specific service performed under this grant.
 - 1.1.4 The Agency shall not be liable to the Grantee for costs incurred or performances rendered by the Grantee or its subcontractors before commencement of this grant or after termination of this grant, other than allowable administrative costs unless approved in writing by an authorized representative of the Agency.
 - 1.1.5 The Agency shall not be liable for any costs incurred by the Grantee in the performance of this grant which have not been billed to the Agency within sixty (60) days following termination or expiration of this grant.

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- 1.2. The Grantee agrees that all funds provided through this grant, including any funds expended under subcontracts, shall be expended for authorized activities, and that no expenditures will have as their objective the funding of sectarian worship, instruction, or proselytization. This provision shall not be interpreted to prohibit the Grantee from subcontracting for goods or services with any religious institution or entity.
- 1.3. The Grantee, with regard to the Attachment B-1 of this grant, understands, agrees, and assures that:
 - 1.3.1 The budget is subject to monitoring.
 - 1.3.2 The direct training costs contained in the budget have been determined to be reasonable and necessary for the implementation of the project.
 - 1.3.3 Purchase costs of any equipment, as defined in Section 18 of the GTC of this grant, included under Administration and/or Program Services have been appropriately identified in Equipment Purchases Cost Detail.
 - 1.3.4 Direct Program – Education and Training cost detail includes only instructional wages, tuition, fees, books, training materials, and consumable supplies for the project.
 - 1.3.5 Tuition and fee costs charged by the Training Program are based on the entities' respective standard tuition and fee rates approved by their Apprenticeship Committee.
 - 1.3.6 There are no costs for instructor travel, including per diem, included in the budget.
 - 1.3.7 There are no costs for trainee wages, travel, or drug tests included in the budget.
 - 1.3.8 Notwithstanding any other provisions of this grant, any equipment purchased with grant funds will be utilized by the Training Program for training projects after the training project identified in this grant is completed. When equipment purchased with grant funds is no longer needed, it is subject to property disposition requirements in Section 18 of the GTC of this grant.
- 1.4. Notwithstanding any other provisions of this grant, the parties hereto understand and agree that the Agency's obligations for costs incurred or performances rendered by the Grantee

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under this grant are contingent upon receipt of adequate funds from federal and state sources to meet the Agency's liabilities hereunder. This grant is subject to revision upon actual receipt of funds from federal or state sources.

- 1.5. The Grantee understands and agrees that it shall repay to the Agency any funds determined to be expended in violation of the terms and conditions of this grant subject to the following:
 - 1.5.1. The Grantee shall be liable for such funds and shall repay such funds even if a Grantee's subcontractor made the improper expenditure.
 - 1.5.2. All repayments made by the Grantee must be from non-federal funds.
 - 1.5.3. Failure to repay such funds within thirty (30) days after demand may result in legal actions to recover such funds and/or additional cost, including allowable interest.

- 1.6. Responsibility for disallowed costs and other liabilities under this grant are as follows:
 - 1.6.1. First Priority: The Grantee shall recover funds from the service provider(s) incurring the liability and utilize such funds to retire the liability to the Agency.
 - 1.6.2. Second Priority: The Grantee shall recover funds from an insurance carrier or bond issuer and utilize such funds to retire the liability to the Agency.
 - 1.6.3. Third Priority: The Grantee shall use available stand-in cost to resolve the disallowed cost or other liability to Agency.

- 1.7. Any change in the amount of a budget line item requires the prior written approval and the subsequent change to the line item amount in the Cash Draw and Expenditure Reporting (CDER) system by the designated Agency Contract Manager are subject to the following:
 - 1.7.1 A change in the amount of a budget line item or combination of line items in which the aggregate change is equal to or exceeds twenty percent (20%) of the total grant award will require a contract amendment.
 - 1.7.2 A change in the amount of a budget line item or combination of line items in which the aggregate change is less than twenty percent (20%) of the total grant award may

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GRANT AWARD TERMS AND CONDITIONS

be approved by the Agency Contract Manager at their discretion. Such change may not require a contract amendment.

- 1.8. Indirect costs charged to this grant, if any, are limited to those resulting from proper use of the Grantee's indirect cost rate that was negotiated and approved in accordance with Office of Management and Budget (OMB) Uniform Guidance (2 C.F.R. Part 200), subject to the administrative cost and statutory limitations in this grant.
- 1.9. Pursuant to Texas Education Code § 133.005(b), no charges for the depreciation of facilities or the retirement of indebtedness shall be allocated to this grant.
- 1.10. Administrative costs, inclusive of allowable indirect costs, shall not exceed fifteen percent (15%) of total final grant expenditures funded under this grant.
- 1.11. The Agency limits the Grantees expenditures to seventy percent (70%) of the total planning estimate until final distributions are determined in accordance with 40 TAC, Chapter 837.
- 1.12. If the Grantee seeks to purchase an item(s) of equipment, nonexpendable tangible personal property having a useful life of more than one (1) year and an acquisition cost of \$5,000 or more, the Grantee must request and receive prior approval from the Agency as set forth in the FMGC.
- 1.13. Pursuant to Texas Education Code § 133.005(c), funds provided by this grant shall not be comingled with funds appropriated or awarded for other purposes (i.e., funds shall not be blended with other funds in such a way as to lose their identity).

SECTION 2 - Obligation and Deobligation of Funds

Notwithstanding the provisions of Section 16 of the GTC, the following provisions apply to the obligation and deobligation of funds under this grant:

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PROGRAM GRANT/COOPERATIVE AGREEMENT
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- 2.1 The Agency shall not be liable to the Grantee for any excess or erroneous funding obligations, and retains the right to unilaterally deobligate such funds.
- 2.2 The Agency may obligate additional funds under this grant or deobligate funds previously obligated under this grant at the sole discretion of the Agency.
- 2.3 The Agency may deobligate funds if performance and/or expenditures are not meeting performance and/or expenditure projections.
- 2.4 The Agency shall provide written notification to the Grantee in the form of either a letter of notification or a grant amendment in the case of an additional obligation or deobligation of funds at least ten (10) business days in advance of the revision taking effect.
- 2.5 The Agency may deobligate awarded grant funds after notification to the Grantee and upon determination by the Agency that funds will not be spent in accordance with the terms of this grant award.

SECTION 3 - Financial Reporting

- 3.1 The Grantee shall electronically submit an accurate monthly financial report, including accrued expenditures and obligations, no later than 11:59 p.m. Central Time on the 20th calendar day of each month through the Agency's on-line CDER system. To the extent applicable, the Grantee will comply with the instructions specified in 40 TAC §§ 800.52 and 800.72; Agency's FMGC; WD Letter 04-15, Change 2, including subsequent issuances; and additional Agency issuances. If the Grantee does not meet established reporting deadlines, late notifications will be issued and access to funds may be disabled as specified in those issuances.
- 3.2 The Grantee shall electronically submit a financial closeout package through the closeout module of the CDER system no later than 11:59 p.m. Central Time on the 60th calendar day from the grant end date. If the Agency exercises its option to renew a grant, the Agency may require that a separate financial closeout package be submitted through the CDER system no

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later than 11:59 p.m. Central Time on the 60th calendar day from the end of the grant period immediately preceding any such renewal, or another date specified by the Agency. The Grantee shall submit the financial closeout package according to the instructions specified in 40 TAC §§ 800.52 and 800.72; Agency's FMGC; Letters 44-05 and 04-15, Change 2, including subsequent issuances; and additional Agency issuances.

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Attachment B-1

RIO GRANDE VALLEY CHAPTER OF IEC
PRE-APPRENTICESHIP CAREER PATHWAYS
BUDGET SUMMARY FORM

Cost Categories	Administrative Costs (Cannot exceed 15% of Total Final Funds Expended)	Program Costs	Total Funds (Administrative and Program Costs)
Personnel Salary/Wage			\$0.00
Fringe Benefits			\$0.00
Travel			\$0.00
Equipment			\$0.00
Supplies			\$0.00
Contractual		\$23,800.00	\$23,800.00
Other			\$0.00
Administrative Costs	\$4,200.00		\$4,200.00
Total Funds	\$4,200.00	\$23,800.00	\$28,000.00
<i>For Agency Use Only</i>			
Direct cost category budget {s} associated with the above costs:			
100 Administration (Direct Recipient Only)		\$4,200.00	
709 Subrecipient Operating Costs (Non-One-Stop Operator)			
611 Direct Program – Education and Training		\$23,800.00	
612 Direct Program – Core/Intensive Services			
651 Support Services – Transportation			
675 Support Services – Work-Related Incentives			
819 Support Services – Other			

Identify the relevant direct cost categories as referenced in applicable WD Letters and subsequent issuances and the associated budget for each applicable direct cost category. Insert additional rows, as needed, if a cost category other than those listed above applies.

End of Worksheet

Attachment C**PRE-APPRENTICESHIP CAREER PATHWAYS****CERTIFICATIONS****SECTION 1–Lobbying**

This certification is required by the Federal Regulations, implementing the Program Fraud and Civil Remedies Act 31 U.S.C. § 1352, for the Department of Agriculture (2 C.F.R. Part 418), Department of Labor (29 C.F.R. Part 93), Department of Education (34 C.F.R. Part 82), and the Department of Health and Human Services (45 C.F.R. Part 93). The Grantee certifies by executing this grant award, that the following statements are true and correct:

- 1.1** No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 1.2** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form -

LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- 1.3** The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SECTION 2-Debarment, Suspension, and Other Responsibility Matters

This certification is required by the Federal Regulations, implementing Executive Order 12549, Government-wide Debarment and Suspension, for the Department of Agriculture (2 C.F.R. Part 417), Department of Labor (2 C.F.R. Part 2998), Department of Education (2 C.F.R. Part 3485), and the Department of Health and Human Services (2 C.F.R. Part 376). The Grantee certifies by executing this grant award, that the following statements are true and correct:

- 2.1** Grantee is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

- 2.2** Grantee has not, within a three-year period preceding this grant award, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- 2.3** Grantee is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Subsection 2.2 of this Certification; and
- 2.4** Grantee has not had, within a three-year period preceding this grant award, one or more public transactions (Federal, State, or local) terminated for cause or default.

SECTION 3-Drug-Free Workplace

This certification is required by the Federal Regulations, implementing the Drug-Free Workplace Act of 1988, Pub.L. 100-690, §§ 5151-5160 (41 U.S.C. § 8101 et seq., as amended); for the Department of Agriculture (2 C.F.R. Part 421), Department of Labor (29 C.F.R. Part 94), Department of Education (34 C.F.R. Part 86), and the Department of Health and Human

Services (2 C.F.R. Part 382). By executing this grant award, Grantee certifies to the following:

- 3.1** Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;
- 3.2** Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the organization's policy of maintaining a drug-free workplace, the availability of drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed on employees for drug abuse violations occurring in the workplace;
- 3.3** Providing each employee with a copy of the policy statement;
- 3.4** Notifying the employees in the policy statement that as a condition of employment under this grant award, employees shall abide by the terms of the policy statement and shall notify the employer in writing within five (5) calendar days after any conviction for a violation by the employee of a criminal drug statute in the workplace;
- 3.5** Notifying the Agency in writing within ten (10) calendar days of receipt of a notice of a conviction of an employee; and
- 3.6** Within thirty (30) calendar days of learning of an employee's conviction, take appropriate personnel action against the employee, up to an including termination, consistent with the Rehabilitation Act of 1973 (29 U.S.C. § 794, as amended), or require such employee to participate in a drug abuse assistance or rehabilitation program

approved for these purposes by a Federal, State, or local health, law enforcement or other appropriate agency.

SECTION 4-Texas Corporate Franchise Taxes

Pursuant to Texas Tax Code, Chapter 171, Subchapter F, for-profit corporations that are delinquent in making state franchise tax payments shall forfeit their corporate privileges and the right to transact business in this state. The Grantee certifies that if the Grantee's business entity is a for-profit corporation it is not delinquent in its franchise tax payments to the State of Texas.

SECTION 5-Levies, Liens, and Unresolved Audit Exceptions

The Grantee certifies that the business entity in this grant award has no outstanding debts that will result in liens or levies being placed on payments received from the Agency and that it owes no funds to the Agency, including unresolved audit exceptions. An unresolved audit exception is an exception for which the business entity has exhausted all administrative and judicial remedies and also refuses to comply with resulting written demands for payment from the Agency.

SECTION 6-State Assessment Certification

The Grantee certifies by executing this grant award, that both of the following statements are true and correct and that the Grantee understands making a false statement is a material breach of contract and is grounds for cancellation of this grant award:

- 6.1** The Grantee is current in Unemployment Insurance taxes, Payday and Child Labor law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas.

- 6.2** The Grantee has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.

SECTION 7–Prohibited Bids and Contracts

- 7.1** Pursuant to Texas Government Code § 2155.004, a state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. Under Texas Government Code § 2155.004, the Grantee certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

- 7.2** Pursuant to Texas Government Code § 2155.006, a state agency may not accept a bid or award a contract that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been either, convicted of violating federal law or assessed a penalty in a federal civil or administrative enforcement action, in connection with a contract awarded by the federal government for relief efforts as a result of Hurricane Rita, Hurricane Katrina or any other disaster occurring after September 24, 2005 or in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts.

Under Texas Government Code § 2155.006, the Grantee certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

SECTION 8-Unfair Business Practices

The Grantee certifies that the business entity in this grant award has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The Grantee further affirms that no officer of the business entity in this grant award has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year.

SECTION 9-Texas Family Code

The Grantee certifies that the business entity in this grant award is not ineligible, pursuant to Texas Family Code § 231.006, to receive the award funds and acknowledges that this grant award may be terminated and payment may be withheld if this certification is inaccurate. If a Board member, corporate officer, individual, or controlling officer of the Grantee's fiscal agent, (as applicable) is more than thirty (30) days in arrears in the payment of an obligation to pay child support, the Grantee acknowledges that payments under the grant award may be suspended and/or the contract canceled.

SECTION 10-Restrictions on the Use of Certain Public Subsidies

Pursuant to Texas Government Code § 2264.051, the Grantee certifies that the business, or a branch, division, or department of the business does not and will not knowingly employ an undocumented worker as defined in Texas Government Code § 2264.001(4). The Grantee further certifies that it shall establish and implement reasonable internal program management procedures sufficient to ensure its compliance with Texas Government Code § 2264.051. The Grantee will enter into a written agreement with its subrecipient sub-contractors, working on or having an interest in the programs provided by this grant award, regarding the unlawful employment

of undocumented workers and advising the subrecipient sub-contractors of the penalties that the sub-contractors will incur if convicted of the unlawful employment of undocumented workers.

Texas Government Code § 2264.052 mandates that a business convicted of a violation under 8 U.S.C. § 1324 a (f) (unlawful employment of undocumented workers), shall repay the amount of the public subsidy with interest not later than the 120th day after the entity is notified of the violation. In accordance with Texas Government Code § 2264.053, the Agency has determined that if the Grantee is convicted of such a violation, the interest rate to be applied to the public subsidy is fifteen percent (15%). The Grantee can establish its own repayment interest rate when establishing an interest rate with any of its subrecipient subcontractors, but in no event shall such interest rate be less than the fifteen percent (15%) interest rate established by the Agency.

The Grantee's authorized representative understands and certifies that the following statements are true and correct:

- 10.1** that making a false statement is a material breach of contract and grounds for contract cancellation; and
- 10.2** that after receiving a public subsidy, if the Grantee or its subrecipient subcontractor is convicted of a violation under 8 U.S.C. § 1324a(f), relating to the unlawful employment of undocumented workers, the Grantee shall repay to the Agency the amount of the public subsidy with interest, at the rate of fifteen percent (15%).

SECTION 11—Certification Concerning Dealings with Public Servants

The Grantee represents and warrants that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment,

gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this grant.

SECTION 12–Conflicts of Interest

The Grantee represents and warrants that the Grantee has no actual or potential conflicts of interest in providing services to the State of Texas under this grant and Grantee's provision of services under this grant would not reasonably create an appearance of impropriety. The Grantee must disclose any existing or potential conflict of interest it may have in contracting with the Agency.

SECTION 13–Compliance with Antitrust Laws

Pursuant to Texas Government Code § 2155.005, the Grantee certifies that neither Grantee nor any firm, corporation, partnership, or institution represented by Grantee, or anyone acting for such a firm, corporation or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process.

SECTION 14–Compliance with Texas Government Code § 669.003

The Grantee certifies that it is in compliance with § 669.003 of the Texas Government Code, relating to contracting with executive head of a state agency.

All disclosures relevant to compliance with § 669.003 of the Texas Government Code will be subject to administrative review and approval prior to the Agency entering into any contract with Grantee. The Grantee

acknowledges that the grant may be terminated at any time, and payments withheld, if this information is false.

SECTION 15–Certification Concerning Restricted Employment for Former State Officers or Employees Under Texas Government Code § 572.069

The Grantee certifies that it has not employed and will not employ a former TWC or state officer who participated in a procurement or contract negotiation for TWC involving Grantee within two years after the state officer or employee left state agency employment or service.

This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

SECTION 16-Prohibition on use of Appropriated Funds for Lobbying or Political Activities

The Grantee represents and warrants that the Agency's payments to Grantee and Grantee's receipt of appropriated or other funds under the Agreement are not prohibited by Sections 556.0055 or 556.008 of the Texas Government Code.

SECTION 17-Federal Funding Accountability and Transparency Act (FFATA)

If applicable, in accordance with the reporting requirements established by the Federal Funding Accountability and Transparency Act (FFATA) of 2006, Pub. L. 109-282, as amended by Pub. L. 110-252, title VI, § 6202(a), June 3, 2008, according to the instructions specified in WD Letter 29-12 and subsequent issuances, Grantee certifies that it will comply with WD Letter 29-12 and subsequent issuances during the term of the grant, requiring full disclosure of all entities and organizations receiving federal funds.

The Grantee certifies that its D-U-N-S® and SAM registrations will be active and current at the time of and throughout the grant award.

SECTION 18-Buy Texas

The Grantee agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

SECTION 19-COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Grantee certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Grantee's business. Applicant acknowledges that such a vaccine or recovery requirement would make Grantee ineligible for a state-funded contract.

SECTION 20-Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2275.0102(a)(1) (relating to prohibition on contracts granting direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes, with certain foreign-owned companies) is applicable to a contract resulting from this Solicitation, pursuant to Government Code Section 2275.0102, Grantee certifies that neither it nor its parent company, nor any affiliate of Grantee or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.

SECTION 21-Cybersecurity Training

The Grantee represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

SECTION 22-Disaster Recovery Plan

A Grantee in possession of vital state records, as defined in Texas Government Code Section 441.180(13), agrees that upon request of TWC, Grantee shall provide copies of its most recent business continuity and disaster recovery plans.

SECTION 23-Excluded Parties

The Grantee certifies that it is not listed in 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 States Department of the Treasury, Office of Foreign Assets Control.

SECTION 24-Political Polling Prohibited

Pursuant to the General Appropriations Act, Article IX, Section 4.03, 88th Regular Session, none of the funds appropriated by the General Appropriations Act may be granted to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party. Grantee certifies that it is not ineligible for a Grant Award pursuant to this prohibition.

SECTION 25- Public Camping Ban

Applicant certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Texas Local Government Code §364.003. If Applicant is currently being sued under the provisions of Texas Local Government Code §364.003, or is sued under this section at any point during the duration of this grant, Applicant must immediately disclose the lawsuit and its current posture to the Agency.

SECTION 26–Foreign Terrorist Organizations

The Grantee represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

SECTION 27–Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, the Grantee certifies that the individual or business entity named in this contract is not ineligible to receive the specified grant award and acknowledges that this grant may be terminated and payment withheld if this certification is inaccurate.

SECTION 28–Prohibition on Products From Gaza Strip

Pursuant to Governor Abbott’s Executive Order No. GA-43 (relating to products from the Gaza Strip), Grantee represents and warrants that it does not, will not, nor intends to purchase goods produced in or exported from the Gaza strip and is not engaged in business with any organization or state actor with ties to Hamas.

SECTION 29-Certification

These certifications are a material representation of fact upon which reliance is placed when entering into this grant award. Signature by an authorized representative of the Grantee and return of this document to the Agency are prerequisites for finalizing the award.

Where the Grantee is unable to certify to any of the statements above, an explanation shall be attached.

The Grantee certifies that the indicated statements are true and correct and understands that making a false statement is a material breach of the grant award and is grounds for grant award cancellation.