

60x30TX



Texas Higher Education
Coordinating Board

REQUEST FOR APPLICATIONS

Texas Reskilling Support Fund Grant Program Third Round Funding

BMS # 25590

INQUIRY DEADLINE: 5:00 p.m. CDT, November 1, 2021

APPLICATION DEADLINE: 5:00 p.m. CDT, November 3, 2021

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1. OVERVIEW OF FUNDING OPPORTUNITY

1.1. PROGRAM TITLE

This program is titled Texas Reskilling Support Fund Grant Program, Third Round Funding.

1.2. SYNOPSIS OF PROGRAM

The Texas Reskilling Support Fund Grant Program, Third Round Funding, is established to support displaced Texas workers impacted by the COVID-19 pandemic who need to reskill or upskill to get back into the workforce and Texas students who have previously stopped out of higher education institutions without completing a postsecondary credential.

This Request for Applications (RFA) will support Eligible Applicants that intend to provide financial assistance to Texas students through coverage of supplemental expenses as well as tuition and fees. Eligible Applicants will be required to distribute funds to students as quickly as possible upon receipt of funds. Priority will be placed on Eligible Applicants that submit plans that clearly describe how the funding will support students pursuing credentials in high value workforce credential programs and academic degree programs who are re-enrolling to complete a postsecondary credential (Re-Enrolled Students) as defined in Appendix A, Definitions, of this RFA.

1.3. PROGRAM AUTHORITY

The Texas Reskilling Support Fund Grant Program, Third Round Funding, stems from an allocation of \$175 million to the Texas Higher Education Coordinating Board (THECB) from the Governor's Emergency Education Relief (GEER) Fund. GEER dollars, in turn, originate from the U.S. Department of Education's administration of the Education Stabilization Fund in the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020, and further funded under the Coronavirus Response and Relief Supplemental Appropriations Act and the American Rescue Plan Act of 2021. The CARES Act (HR 748/S 3548 of the 116th Congress) was signed into law on March 27, 2020. The Texas Reskilling Support Fund Grant Program, Third Round Funding, is intended to provide essential emergency educational support to students that have been most significantly impacted by the novel coronavirus and aid in the continuation of their education and economic recovery.

1.4. FUNDING SOURCE

CFDA CODE: Catalog of Federal Domestic Assistance Code, 84.425 - Governor's Emergency Education Relief Fund

Federal Awarding Agency: U.S. Department of Education

Federal Award Number: 2020-GE-84425C

1.5. POINT OF CONTACT

All inquiries and communications concerning this RFA shall be directed **in writing** via email to:

Dr. Sheri H. Ranis, Assistant Director

Workforce Education
Texas Higher Education Coordinating Board
Email: reskilling@highered.texas.gov
Phone: 512-427-6200

1.6. INQUIRIES

All inquiries must be directed to the Point of Contact. Applicants and prospective Applicants must not discuss an Application or this RFA with any other THECB employee unless authorized by the Point of Contact. Failure to comply with this requirement may result in the disqualification of an Application. All responses by THECB must be in writing to be binding.

Any information deemed by THECB to be important and of general interest or which modifies requirements of the RFA will be sent in the form of an Addendum to the RFA to all Applicants that have submitted an Application. All Applicants must acknowledge receipt of all addenda, if any, to this RFA by an email to Reskilling@highered.texas.gov.

2. AWARD SUMMARY

2.1. MAXIMUM NUMBER OF AWARDS ANTICIPATED AND MAXIMUM AWARD AMOUNT ANTICIPATED

Contingent upon the amount of GEER funds available, THECB expects to award as many as seventy-five (75) grants (Grant Awards) of up to \$1,500,000 per institution for the Grant Period described in Section 2.2.

Award amounts will be based on the schedule below. Each Applicant institution must select a single award size which will reflect the minimum number of students the Applicant institution pledges to support during the Grant Period.

Award Size	Minimum Number of Students Supported During the Grant Period	Maximum Number of Awards
\$1,500,000	1,000	15
\$750,000	500	20
\$300,000	200	20
\$112,500	75	20

2.2. GRANT PERIOD

The Grant Period will begin upon the execution of the Notice of Grant Award (NOGA) or on about November 18, 2021, whichever is later, and will conclude on September 30, 2022, for an approximately ten and a half (10.5) month Grant Period. Awarded Applicants will have contractual obligations that extend beyond the Grant Period.

2.3. SELECTION FOR FUNDING

The funding available to support Texas Reskilling Support Fund Grants will be awarded to Applicants selected on a competitive basis. Criteria for evaluation and selection of Applications for Awards are described in Section 7.

2.4. APPLICATION TIMELINE

The application process for this RFA is anticipated to proceed according to the published application timeline. A Calendar of Events for the entire Grant Period is in Appendix B.

Dates	Application Steps
October 11, 2021	RFA Published
October 18, 2021	Voluntary Informational Webinars
November 1, 2021	Last Day for Application Inquiries 5:00 pm CDT
November 3, 2021	Application Deadline 5:00 pm CDT
November 18, 2021	THECB Announcement of Grant Awards

3. ELIGIBILITY REQUIREMENTS

3.1. ELIGIBLE APPLICANT

An Eligible Applicant is:

- 1) a Texas public institution of higher education (IHE), including universities, community colleges, state colleges, and technical colleges;
- 2) a Texas private or independent institution of higher education that is organized under the Texas Non-Profit Corporation Act; exempt from taxation under state and federal law; and accredited by the Commission on Colleges of the Southern Association of Colleges and Schools, the Liaison Committee on Medical Education, or the American Bar Association; or
- 3) a Texas public or private non-profit health-related institutions as designated in Texas Education Code §§ 61.003 and 61.501.

An Eligible Applicant is encouraged to partner with one or more eligible institutions when applying to this RFA for the purpose of providing support for students seeking high value workforce credentials and academic degrees as described in Sections 5 and 7 and defined in Appendix A. Texas public IHEs who are recipients of the Texas Reskilling Support Fund Grant Program’s first and second rounds of funding are also eligible to apply for the third round of funding offered through this RFA.

3.2. ELIGIBLE APPLICATIONS

The purpose of the Texas Reskilling Support Fund Grant Program, Third Round Funding, is to provide financial relief to students most significantly impacted by the pandemic emergency through federally funded grants. Applications submitted under this RFA must propose to support tuition and fees and cost of attendance for students

who are re-enrolled in credential programs as defined in RFA Section 5.2 and Appendix A.

3.3. ADDITIONAL CRITERIA

Applications that meet one or more of the Additional Selection Criteria in RFA Section 7.3 will be given additional points in the award selection process.

3.4. MAXIMUM NUMBER OF APPLICATIONS PER APPLICANT

An Eligible Applicant may submit a maximum of one (1) Application.

3.5. NOTICE OF INTENT TO APPLY

A Notice of Intent to Apply (NOI) is not required.

4. APPLICATION SUBMISSION

4.1. APPLICATION DEADLINE: 5:00 P.M. CDT, NOVEMBER 3, 2021

Applications must be:

- completed according to the guidelines in Section 8;
- submitted by an authorized agent of the Applicant entity; and
- submitted via email to Reskilling@highered.texas.gov.

Late or incomplete Applications will not be accepted. Applications submitted to an address different from Reskilling@highered.texas.gov or to the Point of Contact will not be accepted.

THECB will not accept mailed, hand-delivered, or faxed Applications.

Submission of an Application confers no rights upon Applicant to an award or to a subsequent Contract if there is one. THECB's issuance of this RFA does not guarantee that a Contract will ever be awarded. THECB reserves the right to amend the terms and provisions of this RFA; negotiate with Applicant; add, delete, or modify the Contract and/or the terms of Application submitted; extend the deadline for submission of Application; or withdraw the RFA entirely for any reason solely at THECB's discretion. THECB may reject an individual Application if it fails to meet any requirement of this RFA. THECB may seek clarification and additional documentation from Applicant at any time, and Applicant's failure to respond within five business days is cause for rejection of an Application.

4.2. THECB CONFIRMATION OF APPLICATION RECEIPT

THECB shall not be responsible for Applications that are captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by THECB's or Applicant's antivirus or other security software.

THECB will confirm Application receipt via email within three (3) state business days of receipt by THECB. If an Applicant does not receive such confirmation from THECB, contact the Point of Contact listed in Section 1.5 immediately. Applicant will be required to provide proof of timely submission of the Application.

4.3. COST OF APPLICATION PREPARATION

Applicant assumes all responsibility for the costs associated with the preparation and submission of its Application for this RFA. These costs shall not be chargeable to THECB by any successful or unsuccessful Applicant.

4.4. APPLICATION DELIVERY AND LATE APPLICATIONS

Applications must be submitted by an authorized agent of the Applicant.

Applications shall be considered to be "on time" if they are received on or before the date and time of established deadlines. Applicant shall be solely responsible for ensuring that its Application is received by THECB prior to the deadline outlined in Section 4.1. THECB shall not be responsible for failure of electrical or mechanical equipment, operator error, or inability of an electronic delivery agent to deliver an Application prior to the deadline. Failure to respond in a timely manner to this RFA shall result in Applicant losing the opportunity to receive a Grant under this program. A late Application, regardless of circumstances, shall not be evaluated or considered for award.

5. PROGRAM BACKGROUND

5.1. FUNDING ORIGINATION

Under the Governor's Emergency Education Relief Fund, the U.S. Department of Education awarded grants to Governors for the purpose of providing local educational agencies (LEAs), institutions of higher education (IHEs), and other education related entities with emergency assistance as a result of the Novel Coronavirus Disease 2019 (COVID-19). THECB has allocated \$46.5 million from GEER Fund resources to establish the Texas Reskilling Support Fund Grant Program, Third Round Funding, to support the completion of high value credential programs and academic degrees by displaced Texas workers most significantly impacted by the COVID-19 pandemic who need to reskill or upskill to get back into the workforce and Texas students who have previously stopped out of higher education institutions without completing a postsecondary credential.

5.2. DETAILED PROGRAM OVERVIEW

Texas Reskilling Support Fund Grants are intended to be deployed as quickly and reasonably possible to enable postsecondary Texas institutions to support adversely impacted students who need additional education and training during this period of significant economic disruption caused by the COVID-19 pandemic.

THECB will distribute this third round of grant funds competitively through this RFA process. Due to the complex and evolving issues related to the delivery of postsecondary education and training during the COVID-19 pandemic, Applicants are encouraged to collaborate with other eligible public higher education institutions,

private higher education institutions, and health-related institutions, as well as non-eligible employers, and Regional Workforce Development Boards in the development and execution of this effort.

Academic or workforce credential programs selected for support by institutions must meet either or both of the following criteria:

- *High-value short-term workforce credential programs* of fewer than sixty (60) semester credit hours, including programs that may be converted to credit or are stackable to credit-bearing programs, Level 1 Certificates, Level 2 Certificates, or Level 3 Enhanced Skills Awards and Advanced Technology Certificates. Eligible workforce credential programs must *either*:
 - Be aligned with high value occupations in the region as determined by the most recent Texas Workforce Commission (TWC) Target Occupations regional list; *or*
 - Be aligned with high value occupations offering above-average wages and strong job placement for the region as determined by the institution following examination of pertinent labor market information in partnership with regional employers and in consultation with the Regional Workforce Development Board.
- *Undergraduate and graduate degree programs* (associate, baccalaureate, post-baccalaureate, master's, doctoral and post-doctoral level programs) that represent high value to students in terms of their occupational pathway following credential completion.

Academic or workforce credential programs may be delivered digitally, face-to-face, or in a hybrid mode of delivery.

Student financial support provided under this program must:

- Only be applied toward the student's tuition and required fees, after any state, or institutional gift aid the student has received, but excluding any federal aid the student received, except that an institution may allocate up to \$500 of an award for supplemental expenses defined as "the cost of attendance as determined by the institution."
- Grantee institutions may award up to \$500 to eligible students without consideration of need. Awards beyond \$500 must be based on student financial need. All eligible students must demonstrate Title IV eligibility.
- Not exceed an eligible student's demonstrated financial need.
- Be between \$1 and \$2,500, but not exceed \$2,500, for any eligible student per semester.

Institutions shall explain to students where this funding came from, why they were selected, and make clear that the funds are to be utilized only during the grant period.

Students in receipt of this aid must meet the following eligibility requirements:

- Texas resident eligible for in-state tuition as determined by the institution;
- Have filed a Free Application for Federal Student Aid (FAFSA);

- Be eligible for federal Title IV aid. Students who are enrolled in short-term non-eligible Title IV workforce credential programs but who are otherwise Title IV eligible may be included;
- Have affirmed they were affected by the COVID-19 pandemic. Institutions may establish their own process for determining COVID-19 impact;
- Be enrolled in an eligible academic degree program or short-term workforce credential program as described in this RFA on either a full-time or part-time basis; and
- Have not been enrolled in an accredited postsecondary institution in the previous academic (long) semester or previous six months.

6. PROJECT REQUIREMENTS

6.1. FUNDING RESTRICTION

Texas Reskilling Support Fund Grants shall not be substituted for any other funds available to Applicant or any program or project partners. Awarded funds shall be spent only on allowable costs described in Section 6.2.1 and as documented in Applicant's Budget and Timeline.

Disbursal of funds to students must be completed during the Grant Period to cover allowable costs incurred during semesters or terms during academic years 2022 and 2023. (Grant Period ending September 30, 2022)

6.2. ALLOWABLE COSTS AND PROHIBITED COSTS

6.2.1. Allowable Cost Categories

Allowable costs categories are student tuition and fees, and up to \$500 of an award for student supplemental expenses defined as "the cost of attendance" as determined by the institution. Grantee institutions may award up to \$500 to eligible students without consideration of need. Awards above \$500 must be based on student financial need. All eligible students must demonstrate Title IV eligibility.

All grantees are authorized to expend up to ten percent (10%) of the value of their grant for the purpose of marketing the Reskilling grant opportunity to existing and potential students. Grantees that exercise this option must provide the THECB Assistant Commissioner for Communications with their plans for the use of these funds in advance of their execution.

Indirect costs are permitted up to the grantees negotiated federal indirect cost rate. The Grantee must submit documentation of their valid negotiated federal indirect cost rate. If the Grantee does not have a negotiated federal indirect cost rate or their negotiated rate has expired, then the Grantee may have indirect cost rates up to ten percent.

Prohibited costs include any costs specified as disallowable by federal Uniform Grant Guidance. Awards must be used to supplement and not supplant the use of existing funds from federal, state, local, or institutional sources.

6.2.2. Budget Changes

Budget changes require submission of a Budget Change Request. All changes to the final budget require authorization from THECB's Point of Contact. Budget change requests related to this RFA are limited to changes to the timing of expenditures.

Budget change request approval must be received in writing from the Point of Contact for the Texas Reskilling Support Fund Grant Program, Third Round Funding.

6.3. PARTICIPATION IN RESEARCH AND INFORMATION SHARING

In service to sharing best practices and ongoing capacity building regarding the reskilling and support of postsecondary students in Texas, awarded institutions are required to participate in research and information sharing efforts, such as additional data collection, webinars, conferences, or regional meetings, as determined by THECB.

7. AWARD SELECTION CRITERIA

This RFA is designed to issue Grant Awards that provide the best overall value to the state and that clearly describe how the institution will determine credential programs for support, identify and track students eligible to participate in the programs, and provide a clear distribution plan to award funding to students. Selection criteria shall be on a competitive basis based on eligibility requirements in Section 3, funding priorities, and project quality, as determined by reviewer criteria, and other factors, including past performance on THECB grants. (*See Appendix C, Application Evaluation Form.*) THECB will not make an award to any Applicant who does not make all the certifications required under this RFA.

7.1. APPLICATION SCREENING

THECB staff shall conduct an initial screening of Applications to determine if they are complete and adhere to the eligibility and certification requirements contained in this RFA. Applications must also be submitted with proper authorization on or before the day specified by THECB to qualify for further consideration.

All incomplete, ineligible, or otherwise non-compliant Applications will not be considered for funding. It is anticipated that THECB staff will notify Applicants eliminated through the screening process within thirty (30) days of the submission deadline.

Each Application that meets the eligibility requirements in Section 3 and passes the initial screening for completeness and eligibility will be considered for award selection according to the funding priority categories and general selection criteria described in Sections 7.2 and 7.3.

7.2. GENERAL CRITERIA FOR AWARD SELECTION (APPLICATION SECTIONS 4 AND 5)

THECB staff will review Applications based on the program elements and the review criteria presented in this section, which are designed to enable the reviewers to assess the quality of a proposed project and determine the likelihood of its success.

1. Applicant's overall plan of action mirrors the Texas Reskilling Support Fund's purpose to support students who are re-enrolled in high value workforce credential programs and academic degree programs.
2. Applicant's rationale for the selection of high value workforce credential programs and academic degree programs to be supported by the Texas Reskilling Support Fund is robust, clear, and grounded in data and research and, where applicable, partnerships and consultations with regional employers and Regional Workforce Development Boards.
3. Applicant's student support distribution plan is appropriate, well-formulated, and clear.
4. Applicant's track record and assurances regarding the capacity to identify and track students provided grant support is appropriate, methodical, and achievable during the grant period.

Reviewers will use the General Selection Criteria to score applications. (See Appendix C, Application Evaluation Form.)

7.3. ADDITIONAL CRITERIA FOR AWARD SELECTION (APPLICATION SECTIONS 4 AND 6)

An Eligible Applicant's proposal will be given additional points in the proposal evaluation process based on the following elements described in this section. (See Appendix C, Application Evaluation Form.)

Element One – Applications that provide compelling additional information on the COVID-19 related needs of students in the high value credential and academic degree programs selected and plans for outreach to prospective students.

Element Two – Applications that propose a plan of action to deploy funds rapidly to support eligible students in completing credentials.

Element Three – Applications that propose to establish or expand partnerships or consortia with other eligible institutions focused on specific high value credential pathways and academic degree programs.

Element Four – Applicant Institutions and/or partners/consortium members that certify that thirty percent (30%) or more of enrolled students at the institution or a partner institution are at risk (i.e., students who received a Pell Grant, graduated with a GED, were twenty (20) years or older when they first entered college, started as a part-time student taking fewer than twelve (12) hours, or had an SAT/ACT score less than the national average).

7.4. RECOMMENDATION FOR FUNDING

THECB staff shall make a recommendation of selected Applicants to be funded to the Commissioner of Higher Education.

8. APPLICATION FORMAT AND CONTENT

Applications must include the elements described in Sections 8.1 through 8.4 of this RFA. The Application Forms are available on THECB's website: www.highered.texas.gov/Reskilling.

In completing the Application, Applicants should provide sufficient information to allow reviewers to clearly evaluate the Application based on the selection criteria described in Sections 7.2 and 7.3 of this RFA.

8.1. CERTIFICATION OF APPLICATION INFORMATION AND EVIDENCE OF LEADERSHIP COMMITMENT (APPLICATION SECTION 1)

The Certification Page provides a signature by an authorized institutional representative to certify the accuracy and completeness of information submitted in the Application. The signatory must be an individual who is legally authorized to bind the Applicant institution. This form also provides evidence of project commitment of Applicant's leadership. The signatory must be an individual from Applicant's senior leadership.

8.2. PROJECT DESCRIPTION (APPLICATION SECTIONS 2-4)

8.2.1. Contact Information (Application Section 3)

Provide Applicant contact information. Provide partner/consortium member contact information (if applicable).

8.2.2. Project Description (Application Section 4)

The Project Description identifies the high value workforce credential programs and/or academic degree programs that will be covered by the Texas Reskilling Support Fund Grant Program, Third Round Funding; indicates the rationale behind the selection of those programs; describes an aid distribution plan; and provides information on how students receiving aid will be identified and tracked. If applicable, the plan for use of funds for marketing and outreach of project programs is described.

8.2.3. Description of Applicant and Partners (Application Section 5)

The Description provides information on the Applicant Institution and partners/consortium members (if applicable) expected to participate in the Texas Reskilling Support Fund Grant Program, Third Round Funding, including expected detailed information on their roles and contributions. It clearly describes participants' level of commitment to the project as well as provides clear explanation of the relationship between the Applicant Institution and partners/consortium members, including whether the Applicant Institution will delegate authority or responsibilities to partners/consortium members.

8.2.4. Assessment of Need (Application Section 4.3)

The Assessment of Need provides any additional information on the nature of student need for tuition/fees support due to COVID-19 in the high value credential programs and academic degree programs selected. Describe any outreach plans to prospective students from demographic groups that have been disproportionately impacted by COVID-19.

8.3. PROJECTED TIMELINE AND OUTCOMES (APPLICATION SECTION 5)

The Projected Timeline and Outcomes should indicate the estimated number of students served during specific periods within the Grant Period.

8.4. GRANT REQUEST (APPLICATION SECTION 2)

Applicant Institution must complete the Grant Request portion of the application utilizing the Award Size table. A lead institution may submit a single application on behalf of other institutions participating in a partnership or consortium; a joint application should clearly indicate the specific funding request for each partner that would participate in the Texas Reskilling Support Fund Grant Program, Third Round Funding, using the Award Size table.

Applicant Institution should indicate if a portion of funding is intended to be utilized for marketing/outreach purposes.

THECB shall negotiate a Final Award Budget with each Awarded Applicant.

9. DISTRIBUTION OF AWARD FUNDS

9.1. ISSUANCE OF GRANT AWARD

Following all negotiations between THECB and Applicants and the announcement of awards, the Awarded Applicants will receive an electronic copy of a THECB Notice of Grant Award (NOGA, Appendix E), which will take effect on the day the NOGA is fully executed, or on **November 18, 2021**, whichever is later. Throughout this RFA, the terms "NOGA," "Award," "Contract," and "Grant" are used interchangeably.

The Contract must be executed by an individual authorized to enter into a contract on behalf of the Applicant. Upon execution of a Contract resulting from this RFA, the term "Applicant" shall have the same meaning as "Awarded Applicant" or "Grantee." The Texas Higher Education Coordinating Board, a state agency, may also be referred to as the "THECB," "Board," or "Agency." At times, THECB and Grantee are referred to singularly as "Party" and collectively as "Parties." Likewise, the terms "Request for Applications" and "Application" shall have the same meaning as the term "Contract" or "Agreement."

9.2. FUNDS DISBURSEMENT AND PAYMENT TERMS

Subsequent to full NOGA execution and THECB receipt of the Disclosure of Interested Parties, as applicable, Grant Award funds will be disbursed according to the following provisions of this RFA.

Texas Reskilling Support Fund Grants, Third Round Funding, are funded through the Governor's Emergency Education Relief Fund. Awarded Applicant shall receive payments either through the RTI process (if the awarded applicant is a state agency) or through direct deposit (if the awarded applicant is a non-state agency). THECB will not disburse awarded funds until the NOGA has been fully executed and, if applicable, the Disclosure of Interested Parties has been received and acknowledged by THECB, as described in Section 11.16.

After full NOGA execution and THECB receipt of the Disclosure of Interested Parties, as applicable, fifty percent (50%) of awarded funds are payable to enable the Grantee to fully perform the duties described in its Application.

Awarded Applicant must submit Interim Student/Program Reports and Interim Expenditure Reports by the deadlines established in Section 10 Monitoring and Reporting Requirements. The final fifty percent (50%) of awarded funds will be payable upon the receipt of the first interim reports.

All grant-related expenses must be incurred on or prior to September 30, 2022.

Awarded Applicant shall not expend awarded funds until the NOGA has been fully executed.

9.3. LAST DAY OF EXPENDITURES

All allowable grant-related expenses must be awarded to students on or before September 30, 2022. Expenses incurred after this date cannot be charged to the Texas Reskilling Support Fund Grant Program, Third Round Funding.

9.4. RETURN OF UNEXPENDED FUNDS

Any grant funds received by Grantee and not expended prior to the end of the Grant Period shall be returned to THECB by October 28, 2022, unless otherwise agreed by THECB and Grantee. In the event a grant agreement is terminated, unexpended funds shall be returned to THECB immediately.

9.5. OVERALLOCATION, MISALLOCATION, NON-COMPLIANCE

By submission of an Application, Applicant agrees that if THECB determines at any time that Applicant has failed to comply with terms of Grant Award/Agreement (including its Exhibits and any Amendments), THECB's Request for Applications, or Grantee's response to the RFA, or applicable provisions of state or federal law, Grantee may be subject to repayment of federal funds to the state or federal government for any overallocation, misallocation, or unauthorized expenditure.

If THECB determines, in its sole discretion, that Grantee is not meeting the terms and conditions of this Grant Agreement, immediately upon receiving notice from THECB to stop work, Grantee shall cease all work, including expenditure of any additional funds to a sub-grantee, under the Grant Agreement. THECB has the sole discretion to determine if Grantee meets the terms and conditions after a stop work order, and to send notice to Grantee to resume work under the Grant Agreement.

9.6. GRANT EXTENSION

Extensions of the Grant Period requests from a Grantee, including no-cost extensions, will not be granted. THECB may at its sole discretion extend the Grant Period in the event THECB received an extension on its GEER grant award.

If additional funding is available to support the Texas Reskilling Support Fund Grants Program, the THECB Point of Contact will notify eligible grantees. Additional documentation and/or work may be required.

10. MONITORING AND REPORTING REQUIREMENTS

10.1. MONITORING

THECB staff shall monitor and oversee the Texas Reskilling Support Fund Grant Program, Third Round Funding's progress and compliance through required reporting to ensure that grant commitments are fulfilled and that the financial matters related to the grant award are accurate and appropriate. Awarded Applicant shall be required to complete the program reports listed in Sections 10.2 and 10.3 of this RFA. THECB will provide a template and instructions for electronic submission for required reports.

If Awarded Applicant does not submit the required reports detailed in Sections 10.2 and 10.3 by the established deadline and has not been granted a submission extension, THECB reserves the right to require that grant funds be returned. If a required report is not accepted by THECB, Awarded Applicant will be required to revise and resubmit the report on a deadline provide by THECB. Delinquent and unaccepted reports may affect Awarded Applicant's eligibility to apply for future THECB grant awards.

10.2. PROJECT/PROGRAM NARRATIVE REPORTS

Awarded Applicant shall submit three (3) student/program reports as specified by THECB on or before the following dates:

1. First Program Report due May 30, 2022;
2. Second Program Report due August 30, 2022; and
3. Third and Final Program Report due October 28, 2022.

Student/Program reports will generally include, but may not be limited to:

- (a) Listing of programs with students funded by the Texas Reskilling Support Fund Grant Program, Third Round Funding.
- (b) Information and data on students supported under the program.

10.3. FINANCIAL REPORTS

Awarded Applicant shall submit financial expenditure reports as specified by THECB due on or before the following dates:

1. First Expenditure Report due May 30, 2022;
2. Second Financial Report due August 30, 2022; and
3. Third and Final Financial Report due October 28, 2022.

11. TERMS AND CONDITIONS

11.1. TERMINATION

Notwithstanding the termination or expiration of this Grant Award/Agreement, the provisions of this Grant Award/Agreement regarding confidentiality, indemnification, transition, records, right to audit and independent audit, property rights, dispute

resolution, invoice and fees verification, provision of services, and default shall survive the termination or expiration dates of this Grant Award/Agreement.

11.1.1. Convenience of the State

THECB, in its sole discretion, may terminate this Grant Award/Agreement upon one (1) calendar day's written notice to Grantee. Such notice will be provided in accordance with Section 11.25, Notice, of this Grant Award/Agreement. In the event of such termination, Grantee shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. THECB will be liable only for payments for any deliverables received from or services performed by Grantee before the termination date.

11.1.2. Termination for Cause

THECB may, by written notice to Grantee, immediately terminate this Grant Award/Agreement for cause if: (a) THECB is not reasonably satisfied with Grantee's services; (b) default or abandonment by Grantee occurs; or (c) Grantee fails to comply fully with any term or condition of this Grant Award/Agreement, through no material fault of THECB. If THECB deems it appropriate under the circumstances, THECB will provide a three (3) business day advance written notice of intent to terminate to Grantee, and THECB will provide Grantee with an opportunity for consultation with THECB prior to termination during that three (3) business day period.

If Grantee fails or refuses to perform its obligations under this Grant Award/Agreement, THECB may exercise any rights as may be available to it by law or in equity. In the event THECB exercises its right to terminate for cause, Grantee is responsible for paying damages to THECB including but not limited to re-procurement costs (if applicable), and any other consequential damages to the state of Texas and THECB resulting from Grantee's non-performance.

11.1.3. Abandonment or Default

If Grantee abandons or defaults on this Grant Award/Agreement, THECB reserves the right to terminate this Grant Award/Agreement without notice and either re-solicit or re-award this Grant Award/Agreement to the next best responsive and responsible Grant Applicant. The defaulting Grantee will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work unless the specification or scope of work significantly changed. The period of suspension will be determined by THECB based on the seriousness of the default.

11.1.4. Applicable Law and Conforming Amendments

THECB may terminate this Grant Award/Agreement immediately upon notice to Grantee in the event federal or state law is enacted, amended, or judicially interpreted so as to render continued fulfillment of this Grant Award/Agreement, on the part of THECB, wholly unreasonable or impossible. THECB reserves the right, at its sole discretion, to unilaterally amend this Grant Award/Agreement throughout the Grant Award/Agreement Term to

incorporate any modifications necessary for THECB's compliance, as an agency of the state of Texas, with all applicable state and federal laws, rules, regulations, requirements, and guidelines.

11.1.5. Excess Obligations (Non-Appropriation)

This Grant Award/Agreement is subject to termination or cancellation, without penalty or further liability to THECB, either in whole or in part, subject to the availability of federal funds.

11.1.6. Effect of Termination

Upon any termination, all indemnities, including without limitation those set forth in this Grant Award/Agreement, as well as Grant Award/Agreement provisions regarding confidentiality, records retention, right to audit, ownership, and dispute resolution, shall survive the termination of this Grant Award/Agreement for any reason whatsoever and shall remain in full force and effect. In the event of any termination, Grantee shall, unless otherwise mutually agreed upon in writing, cease all services immediately upon the effective date of termination, except such services that THECB deems are necessary to wind-up in a cost-effective manner. For any termination by THECB other than termination for non-appropriation, THECB shall be liable to Grantee for only that portion of the services authorized by THECB and which have been completed prior to the effective date of termination, provided that THECB shall not be liable for any work performed that is not acceptable to THECB and/or does not meet Grant Award/Agreement requirements, plus any necessary work deemed appropriate by THECB to cost-effectively wind-up.

11.1.7. Transfer of Duties

In the event of termination, Grantee will provide reasonable cooperation to transfer its duties under the Grant Award/Agreement to another entity without disruption, if applicable.

11.2. AMENDMENT

This Grant Award/Agreement may be modified only by written amendment executed by the Parties hereto; however, any amendment of this Grant Award/Agreement that conflicts with the laws of the state of Texas shall be void ab initio.

11.3. INDEMNIFICATION

(THIS SECTION DOES NOT APPLY TO STATE AGENCIES, LOCAL GOVERNMENT ENTITIES, OR POLITICAL SUBDIVISIONS OF THE STATE OF TEXAS)

Acts or Omissions: GRANTEE SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THECB AND THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN

EXECUTION OR PERFORMANCE OF THE GRANT AWARD/AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AWARD/AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS IF THECB AND/OR THE STATE OF TEXAS AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, AND DESIGNEES ARE A NAMED DEFENDANT IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS. GRANTEE AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

11.4. SOVEREIGN IMMUNITY

The Parties stipulate and agree that no provision of, or any part of this Grant Award/Agreement between THECB and Grantee, or any subsequent amendment shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the laws of the state of Texas; (2) to extend liability to THECB beyond such liability provided for in the Texas Constitution and the laws of the state of Texas; or (3) as a waiver of any immunity provided by the Eleventh Amendment or any other provision of the United States Constitution or any immunity recognized by the courts and the laws of the state of Texas and the United States. The state of Texas and THECB do not waive sovereign immunity by entering into this Grant Award/Agreement and specifically retain such immunity and all defenses available to them under the laws of the state of Texas or the common law.

11.5. ASSIGNMENT

Grantee shall not assign its rights under the Grant Award/Agreement or delegate the performance of its duties under the Grant Award/Agreement without prior written approval from THECB. Any attempted assignment in violation of this provision is void and without effect.

11.6. RIGHT TO AUDIT AND RECORDS RETENTION

Grantee understands that acceptance of funds under this Grant Award/Agreement, or indirectly through a subcontract under this Grant Award/Agreement, acts as acceptance of the authority of the State Auditor's Office, THECB or any successor agency, as well as any external auditors selected by the State Auditor's Office, THECB, and any auditors selected by the United States, including, but not limited to the cognizant federal agencies and/or federal Offices of the Inspector General (collectively referred to as "Audit Entities"), to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the above parties in the conduct of an audit or investigation, including promptly providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Grantee and the requirements to cooperate is included in any subcontract it awards.

Grantee shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Grantee in connection with the Grant Project. These records and accounts (which includes all receipts of expenses

incurred by Grantee) shall be retained by Grantee and made available for inspecting, monitoring, programmatic or financial auditing, or evaluation by THECB and by others authorized by law or regulation to do so for a period of not less than seven (7) years from the date of completion of the Grant Award/Agreement or the date of receipt by THECB of Grantee's final claim for payment or final expenditure report or until any litigation/billing issues are resolved, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the services provided in this Grant Award/Agreement. Grantee and any subcontractors shall provide any Audit Entities with any information such entity deems relevant to any monitoring, investigation, evaluation, or audit.

Grantee's failure to comply with this subsection (Right to Audit and Records Retention) shall constitute a material breach of this Grant Award/Agreement and shall authorize THECB and the state of Texas to immediately assess appropriate damages for such failure. THECB reserves the right to require the reimbursement of any over-payments determined as a result of any audit or inspection of records on work performed under this Grant Award/Agreement. Grantee shall reimburse THECB for any over-payments within thirty (30) calendar days of receipt of THECB's written notice.

Awarded Applicant shall have an accounting system that accounts for cost in accordance with generally accepted accounting principles. Awarded Applicant's accounting system must include an accurate and organized file/records system for accounting and financial purposes for providing backup materials for billings.

11.7. TIME AND EFFORT RECORDKEEPING

For those personnel whose salaries are prorated between or among different funding sources, time and effort records will be maintained by Awarded Applicant that confirm the project work provided within each funding source. Awarded Applicant must adjust payroll records and expenditures based on this documentation. This requirement applies to all projects, regardless of funding sources, unless otherwise specified.

11.8. UNIFORM GRANT MANAGEMENT STANDARDS

Grantee agrees to follow the Uniform Grant Management Standards (UGMS), including all of its applicable conditions and State Assurances. UGMS is herein incorporated for all purposes into this Grant Award/Agreement. All applicable conditions and uniform assurances can be found at <https://comptroller.texas.gov/purchasing/grant-management/>.

11.9. FORMS, ASSURANCES, AND REPORTS

Awarded Applicant shall timely file with the proper authorities all forms, assurances and reports required by state laws and regulations. THECB shall be responsible for reporting to the proper authorities any failure by Awarded Applicant to comply with the foregoing laws and regulations coming to THECB's attention and may deny reimbursements or recover payments made by THECB to Awarded Applicant in the event of Awarded Applicant's failure to so comply.

11.10. SUPPLANTING PROHIBITION

Supplanting occurs when GEER funds are used to replace other state, local, or federal funds that had previously supported an activity or purpose. Funding provided under this agreement shall supplement (increase the level of services) and not supplant (take the place of) state, local, and other federal funds. Awardees may not use any GEER funds for any project costs for which other local, state, or federal funds have already been awarded, appropriated, or received.

11.11. APPLICABLE CONDITIONS AND UNIFORM ASSURANCES

The standard financial management conditions and uniform assurances set out in the RFA are applicable to all grants, cooperative agreements, contracts, and other financial assistance arrangements executed between state agencies, local governments, and any other sub-recipient not specifically excluded by state or federal law. All applicable conditions and uniform assurances can be found at <https://comptroller.texas.gov/purchasing/grant-management/>.

11.12. PUBLIC DISCLOSURE

Prior Notification. Publication, including presentations, is encouraged; however, Awarded Applicant agrees to notify THECB prior to the publication of any information, including results, findings, or reports, regarding the activities being conducted under any Contract/Grant resulting from this RFA. Awarded Applicant shall ensure the following statements are included in any published work:

This work was supported in whole or in part by a grant from the Texas Higher Education Coordinating Board (THECB). The opinions and conclusions expressed in this document are those of the author(s) and do not necessarily represent the opinions or policies of the THECB.

Potential Publication in News Media of Any Type. Should Awarded Applicant be contacted by any news media about any information, including results, findings, or reports regarding activities being conducted under any Contract/Grant resulting from this RFA, Awarded Applicant shall notify its THECB Point of Contact, when possible, before communicating with news media. When not possible, Awarded Applicant shall notify its THECB Point of Contact immediately after concluding the communication with the news media.

Should Awarded Applicant desire to contact any news media about any information, including results, findings, or reports regarding activities being conducted under any Contract/Grant resulting from this RFA, Awarded Applicant shall notify its THECB Point of Contact before communicating with news media.

Any written publication shall be sent electronically to the THECB Point of Contact.

11.13. PUBLIC INFORMATION ACT AND CONFIDENTIALITY

Notwithstanding any provisions of this Grant Award/Agreement to the contrary, Grantee understands that, as a Texas state agency, THECB is subject to and will comply with the Texas Public Information Act, Government Code §§ 552.001-.376, as interpreted by judicial opinions and opinions of the Attorney General of Texas. Grantee

will cooperate with THECB in the production of documents responsive to any such requests under the Public Information Act at no additional charge to THECB.

THECB will determine whether to submit a request for a ruling seeking to withhold information from a Public Information Act requestor from the Open Records Division of the Office of the Attorney General of Texas. This Grant Award/Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. Grantee will notify the Point of Contact within twenty-four (24) hours of receipt of any third-party requests for information it receives relating to this Grant Award/Agreement. In accordance with Texas Government Code § 2252.907, Grantee is required to make any information created or exchanged with THECB pursuant to this Grant Award/Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to THECB and shall cooperate with THECB in doing so.

Grantee agrees to maintain the confidentiality of information received from THECB and the state of Texas during the performance of this Grant Award/Agreement, including information which discloses confidential personal information particularly, but not limited to, social security numbers. Grantee will not disclose any information to which it is privy under this Grant Award/Agreement without the prior written consent of THECB.

Grantee will indemnify and hold harmless the state of Texas and THECB, their officers and employees, for any claims for damages that arise from the disclosure by Grantee of information also held by the state of Texas or THECB to which Grantee is privy under this Grant Award/Agreement.

All submitted Applications become the property of THECB after the RFA submittal deadline date. Upon acceptance of the Grant Award/Agreement, all information submitted with Applicant's Application becomes public record and all information submitted with Awarded Applicant's Application becomes part of the Grant Award/Agreement. Therefore, such information is subject to disclosure under the Texas Public Information Act, unless an exception under the Texas Public Information Act is applicable.

Any proprietary information included in Applicant's Application shall be subject to disclosure unless such proprietary information was clearly identified by Applicant, and such identification was submitted concurrently with the original submission of the proprietary information. Such identification of proprietary information shall be clearly marked in the Application on each page it appears. Such markings shall be in boldface type at least 14-point font. Additionally, Applicant shall state the specific reason(s) an exception from the Texas Public Information Act is being claimed concurrently with the original submission of the proprietary information.

If Awarded Applicant fails to clearly identify proprietary information with the original submission of the proprietary information, then those Sections will be deemed non-proprietary and made available upon public request after the Grant is awarded. The production of any material under the Grant shall not have the effect of violating or causing THECB to violate any law, including the Texas Public Information Act.

11.14. GOVERNING LAW AND VENUE

This Grant Award/Agreement shall be governed by and construed in accordance with the laws of the state of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Grant Award/Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the Awarded Applicant.

11.15. CONFLICT OF INTEREST

Grantee represents and warrants that Grantee, its principals, employees, or subcontractors have no potential conflict of interest in providing services to THECB under this Grant Award/Agreement, and that the provision of services under this Grant Award/Agreement does not create an appearance of impropriety. Failure to disclose a conflict of interest, at any time during the duration of this Grant Award/Agreement, shall be cause for termination of this Grant Award/Agreement. Grantee represents and warrants that the provision of deliverables and services or other performance under the Grant Award/Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

11.16. DISCLOSURE OF INTERESTED PARTIES

THECB may not execute a contract/grant until the Business Entity has presented a certificate disclosing interested parties. "Business Entity" is defined as an entity (other than a governmental entity or state agency) through which business is conducted, regardless of whether the entity is for-profit or nonprofit. The Texas Ethics Commission (TEC) has an online portal for vendors/grantees. Vendors/Grantees will need to create a username and password to complete the "Certificate of Interested Parties" form. After the form has been completed, print and sign before sending a final copy to THECB at Contracts@highered.texas.gov. The TEC portal link can be found at: <https://www.ethics.state.tx.us/filinginfo/1295/>.

11.17. FINANCIAL INTERESTS AND GIFTS

Grantee represents and warrants that neither Grantee nor any person or entity that will participate financially in this Grant Award/Agreement has received compensation from THECB or any agency of the state of Texas for participation in preparation of specifications for this Grant Award/Agreement.

11.18. ANTITRUST

The undersigned affirms under penalty of perjury of the laws of the state of Texas that: (1) in connection with this Grant Award/Agreement, neither I nor any representative of the Grantee have violated any provision of the Texas Free Enterprise and Antitrust Act, Texas Business and Commerce Code Chapter 15; (2) in connection with this Grant Award/Agreement, neither I nor any representative of the Grantee have violated any federal antitrust law; and (3) neither I nor any representative of the Grantee have directly or indirectly communicated any of the contents of this Grant Award/Agreement to a competitor of Grantee or any other company, corporation, firm, partnership or individual engaged in the same line of business as Grantee.

11.19. EQUAL OPPORTUNITY

Grantee represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, religion, political belief, sex, age, or disability in the performance of this Grant Award/Agreement.

11.20. INDEPENDENT CONTRACTOR

Grantee shall be an independent contractor in all matters relating to this Grant Award/Agreement. Grantee and its employees, agents, and subcontractors shall not be deemed or construed to be the employees or agents of THECB for any purposes whatsoever. Grantee agrees and acknowledges that Grantee, its employees and agents, and Grantee's subcontractors are independent contractors of THECB and/or the state of Texas and are not employees of THECB or the state of Texas, and Grantee agrees that it shall have complete responsibility in the area of employment law and relations regarding its own employees, contractors, and agents, including but not limited to: wrongful discharge lawsuits, unemployment issues, workers' compensation, employment taxes, any other benefits, and reimbursement due to losses in these areas. Consistent therewith, Grantee agrees that it shall make its own arrangements to provide its employees with all necessary employee benefits, including unemployment and workers' compensation benefits, and THECB is, in no way, a party to such arrangements. Regarding its employees, Grantee shall have the sole authority to hire, fire, transfer, train, evaluate, discipline, pay, and assign work.

Grantee agrees and acknowledges that Grantee and Grantee's employees or assistants shall not be entitled to any state of Texas benefit on account of the services provided hereunder. If THECB or the state of Texas shall nonetheless become liable for such payments or obligations, Grantee shall promptly pay or reimburse THECB or the state of Texas for such liability or obligation.

11.21. ELIGIBILITY/AUTHORIZATION TO WORK IN THE UNITED STATES

Grantee shall ensure that all personnel provided to perform work under this Grant Award/Agreement possess proof of eligibility/authorization to work in the United States in compliance with the Immigration Reform and Control Act of 1986, the Immigration Act of 1990 including any amendments already adopted or as may be adopted hereafter, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 including any amendments already adopted or as may be adopted hereafter. Grantee shall maintain written records on all personnel provided under the Grant Award/Agreement and shall provide such records to THECB upon request. Failure to maintain and provide records upon request shall represent a material breach of this Grant Award/Agreement and THECB shall have the right to terminate the Grant Award/Agreement for cause. Grantee shall ensure this section is included in all subcontracts it is authorized by THECB to enter.

11.22. PROHIBITION ON USE OF FUNDS FOR LOBBYING

Grantee represents and warrants that THECB's payments and Grantee's receipt of appropriated or other funds under this Grant Award/Agreement are not prohibited by Texas Government Code §§ 556.005 or 556.008.

11.23. BUY TEXAS

In accordance with Texas Government Code § 2155.4441, Grantee agrees that during the performance of services for this Grant Award/Agreement it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

11.24. FORCE MAJEURE

THECB may grant relief from performance of this Grant Award/Agreement if Grantee is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of Grantee. The burden of proof for the need of such relief shall rest upon Grantee. Grantee shall notify THECB in writing if it believes that a force majeure may have occurred and THECB shall, in its sole discretion, determine if force majeure has occurred.

11.25. NOTICE

Form of Notice. All notices and other communications in connection with this Grant Award/Agreement shall be in writing.

Method of Notice. All notices must be given by: (i) personal delivery; (ii) express courier with confirmation; (iii) registered or certified mail, return receipt requested; (iv) facsimile; or (v) electronic mail to the Parties at the address specified in this Grant Award/Agreement, or to the address that a Party has notified to be that Party's address for the purposes of this section.

Receipt of Notice. A notice in accordance with this Grant Award/Agreement will be effective upon receipt by the Party to which it is given or, if mailed by registered or certified mail, upon the earlier of receipt or the third business day following mailing.

THECB shall not be responsible for notices that are captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by THECB or Grantee's anti-virus or other security software.

11.26. FALSE STATEMENTS AND BREACH OF REPRESENTATIONS

Grantee represents and warrants that all statements and information prepared and submitted to THECB are current, complete, true, and accurate. Submitting a false statement or material misrepresentations made during the performance of a Grant Award/Agreement is a material breach of contract and may void the Grant Award/Agreement.

11.27. SEVERABILITY AND WAIVER

The invalidity, illegality, or unenforceability of any provision of this Grant Award/Agreement shall in no way affect the validity, legality, or enforceability of any other provisions.

Each and every right granted to the Parties hereunder or under any other document delivered hereunder or in connection herewith, or allowed them by law or equity, shall be cumulative and may be exercised from time to time. Failure by THECB or Grantee at any time to require strict performance of any contractual provision or obligation contained herein shall not constitute a waiver or diminish the rights of either Party

thereafter to demand strict compliance. Neither THECB's review, approval, acceptance of, nor payment for any of the services provided in this Grant Award/Agreement shall be construed to operate as a waiver of any rights under the Grant Award/Agreement, or of any cause of action arising out of the performance of the services required by the Grant Award/Agreement.

11.28. HUMAN TRAFFICKING PROHIBITION

"Under Section 2155.0061, Government Code, the [Grantee] certifies that the individual or business entity named in this [Grant Award/Agreement] is not ineligible to receive the specified contract and acknowledges that this [Grant Award/Agreement] may be terminated and payment withheld if this certification is inaccurate." Tex. Gov't Code § 2155.0061.

11.29. FOREIGN TERRORIST ORGANIZATIONS

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

11.30. SYSTEM FOR AWARD MANAGEMENT

THECB is federally mandated to adhere to the directions provided in the President's Executive Order 13224, Executive Order on Terrorist Financing – *Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit, or Support Terrorism*, and any subsequent changes made to it. Grantee certifies that Grantee is in compliance with the state of Texas statutes and rules relating to procurement and is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.

11.31. KEY PERSONNEL

Grantee shall assign only qualified personnel to this Grant Award/Agreement. Grantee, in its reasonable discretion, reserves the right to substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified to accomplish the required services. Grantee shall provide THECB with written notice and obtain written approval from THECB prior to any change in key personnel involved in providing services under this Grant Award/Agreement. No subcontract under this Grant shall relieve Grantee of responsibility for ensuring the required services are provided. THECB, in its sole discretion, may require Grantee to remove any employee, contractor, subcontractor, or vendor of Grantee from providing work or services under this Grant Award/Agreement. Grantee shall replace such removed personnel expeditiously so that its services are performed on a timely basis.

Grantee represents and warrants that it has not and its employees who will be participating in the funded project/program have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Grantee has fully advised THECB as to the facts and circumstances surrounding the conviction and has received THECB's prior written consent to proceed.

11.32. DEBTS AND DELINQUENCIES TO THE STATE

Grantee agrees that any payments due under this Grant Award/Agreement shall be applied towards any debt or delinquency that is owed to the state of Texas.

11.33. DECEPTIVE TRADE PRACTICES; UNFAIR BUSINESS PRACTICES

Grantee represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Texas Business and Commerce Code, Chapter 17, or allegations of any unfair business practice, in any administrative hearing or court suit, and further, that if it has been the subject of either or both such allegations, that Grantee has not been found to be liable for any such practices in such proceedings. Grantee certifies that it has no officers who have served as officers of other entities which have been the subject of allegations of Deceptive Trade Practices Act conduct, violations thereof, or allegations of any unfair business practices, in an administrative hearing or court suit and further, that if such officer(s) has been the subject of either or both such allegations, that such officers have not been found to be liable for any such practices in such proceedings.

11.34. SUSPENSION AND DEBARMENT

Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the state of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

11.35. EXCLUDED PARTIES

Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, *Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit, or Support Terrorism*, published by the United States Department of the Treasury, Office of Foreign Assets Control.

11.36. E-VERIFY

By entering into this Grant Award/Agreement, Grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Grant Award/Agreement, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of all persons employed to perform duties within Texas during the term of the Grant Award/Agreement and all persons (including subcontractors) assigned by Grantee to perform work pursuant to the Grant Award/Agreement within the United States of America.

11.37. DRUG-FREE WORKPLACE

Grantee shall comply with the applicable provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701, et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free workplace (grants), issued by the Office of Management and Budget and the Department of Defense (32 C.F.R. Part 280, Subpart F) to implement the provisions of the Drug-Free Workplace Act of 1988, is incorporated by reference and

Grantee shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

11.38. NO COMMISSIONS

THECB shall not pay any commissions to Grantee under this Grant Award/Agreement.

11.39. APPLICABLE TAXES

This Grant Award/Agreement shall not be construed so as to supersede the laws of the United States or the state of Texas that accord the state of Texas, THECB, and all departments, agencies, and instrumentalities of the state of Texas exemptions from payment of all taxes of whatever kind. More specifically, to the extent permitted by applicable law, THECB shall not directly or indirectly be liable for taxes of any kind. Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from this Grant Award/Agreement, including, but not limited to, any federal, state, or local income, sales, or excise taxes of Grantee or its employees. To the extent permitted by applicable law, THECB shall provide all applicable tax exemption certificates upon the Grantee's request.

11.40. SUBSTITUTIONS

Substitutions are not permitted without the written approval of THECB.

11.41. CONTRACTING INFORMATION RESPONSIBILITIES

(APPLICABLE FOR CONTRACTS \$1 MILLION AND ABOVE)

Grantee represents and warrants that it will comply with the requirements of Texas Government Code § 552.372(a). Except as provided by Texas Government Code § 552.374(c), the requirements of Texas Government Code §§ 552.371-.376 may apply to the Grant Award/Agreement and Grantee agrees that the Grant Award/Agreement can be terminated if the Grantee knowingly or intentionally fails to comply with a requirement of that subchapter.

11.42. CYBERSECURITY TRAINING

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

11.43. DISASTER RECOVERY PLAN

Upon THECB's request, Grantee shall provide the descriptions of its business continuity and disaster recovery plans.

11.44. ABORTION

Grantee represents and warrants that the Grant Award/Agreement is not a taxpayer resource transaction prohibited by Texas Government Code § 2273.003 and that payments made by THECB to Grantee and Grantee's receipt of appropriated funds under the Grant Award/Agreement are not prohibited by Article IX, Section 6.24 of the General Appropriations Act.

11.45. LEGAL AND REGULATORY ACTION

Grantee represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings, investigations, etc. pending or threatened against Grantee or any of the individuals or entities included in its Application within the five (5) calendar years immediately preceding the submission of its Application that would or could impair Grantee's performance under the Grant Award/Agreement, relate to the solicited or similar goods or services, or otherwise be relevant to THECB's consideration of the Application. If Grantee is unable to make the preceding representation or warranty, then Grantee instead represents and warrants that it has included as a detailed attachment in its response a complete disclosure of any such court or governmental agency actions, proceedings, or investigations, etc. that would or could impair Grantee's performance under the Grant Award/Agreement, relate to the solicited or similar goods or services, or otherwise be relevant to THECB's consideration of the Application. In addition, Grantee represents and warrants that it shall notify THECB in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to timely update THECB shall constitute breach of contract and may result in immediate termination of the Grant Award/Agreement.

11.46. LIMITATIONS ON AUTHORITY

Grantee shall have no authority to act for on behalf of THECB or the state of Texas except as expressly provided for in the Grant Award/Agreement; no other authority, power, or use is granted or implied. Grantee may not incur any debt, obligation, expense, or liability on behalf of THECB or the state of Texas.

11.47. NO THIRD-PARTY BENEFICIARIES

This Grant Award/Agreement is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Grant Award/Agreement as a third party beneficiary or otherwise.

11.48. REFUND

Grantee will promptly refund or credit within thirty (30) calendar days any funds erroneously paid by THECB which are not expressly authorized under this Grant Award/Agreement.

11.49. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This Grant Award/Agreement consists of the following documents: the final executed Grant Award/Agreement (including its Exhibits and any Amendments), THECB's Request for Applications (RFA), and Grantee's Application in response to the RFA.

In the event of conflicts, contradictions, or inconsistencies between or among these documents, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of precedence:

(1) the original Request for Applications, including any addenda issued; (2) addenda to Grantee's Application, if any; and (3) Grantee's Application. This Grant

Award/Agreement (including its Exhibits and any Amendments) contains the final, complete, and exclusive understanding of the Parties, and supersedes all prior contemporaneous, oral or written understandings, representations, and negotiations between the Parties relating to the subject matter of this Grant Award/Agreement. The Parties further agree that this Grant Award/Agreement may not in any way be explained or supplemented by a prior or existing course of dealings between the Parties, by usage of trade or custom, or by any prior performance between the Parties pursuant to this Grant Award/Agreement or otherwise.

If language contained in a particular Section of the RFA is found to be in conflict with language in another Section, the most stringent requirement(s) shall prevail.

12. FEDERAL CERTIFICATIONS

Attached hereto and incorporated herein by reference are the General Provisions and the Special Provisions listed below:

1. Certification Regarding Lobbying Disclosure of Lobbying Activities (Appendix F)
2. Certification Federal Funding Accountability and Transparency Act (FFATA) (Appendix G)
3. Certification Regarding Debarment and Suspension (Appendix H)

Grantee further certifies the following:

Grantee must make full disclosure to THECB prior to entering into this Grant Award/Agreement if it intends to subcontract with a former employee of THECB if such former employee will participate in the Project in any way. Any former THECB employee selected by Grantee for subcontracting shall not perform work on the Project until prior written approval is received from THECB.

Pursuant Texas Government Code § 2155.006(b), Grantee certifies that it has not been, during the five-year period preceding the date of this Grant Award/Agreement: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita (as defined by Texas Utilities Code § 39.459), Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita (as defined by Texas Utilities Code § 39.459), Hurricane Katrina, or any other disaster occurring after September 24, 2005.

Please scan and email a signed copy of the Certification Regarding Lobbying and Disclosure Form (Appendix F) and the FFATA Certification (Appendix G) to Reskilling@highered.Texas.gov. You should retain the Certification Regarding Debarment and Suspension (Appendix H).

APPENDIX A: RFA DEFINITIONS

The following definitions shall apply:

1. **Applicant** – An eligible public community college, state college, technical college or university, public health-related institutions, eligible private independent institutions of higher education and private, non-profit health-related institutions or consortia/partnerships between one or more eligible institutions as defined in Section 3 of this RFA, submitting an Application in accordance with the terms and conditions of this RFA.
2. **Application** – The final document submitted by an Applicant to THECB in response to and in accordance with the terms of this RFA.
3. **Awarded Applicant** – The successful Applicant ultimately awarded a Grant by THECB who is responsible for performing all activities required to fully comply with Grant performance requirements and all Grant terms and conditions.
4. **Consortia/Consortium** – A partnership or collaboration between multiple eligible institutions as defined in Section 3 of this RFA.
5. **Federal Awards/Federal Grants** – Federal awards are federal financial assistance through federal contracts, sub-contracts, grants, and sub-grants. A federal grant is an award of financial assistance from a federal agency to a recipient to carry out a public purpose of support or stimulation authorized by a law of the United States.
6. **Eligible Credential Programs** – Short-term credential programs of less than sixty (60) Semester Credit Hours or Continuing Education Units that must be convertible to credit and/or stackable to credit-bearing programs, as well as Level 1 Certificates, Level 2 Certificates, Level 3 Enhanced Skills Awards, and Advanced Technology Certificates; undergraduate degree programs of sixty (60) Semester Credit Hours or more including associate, applied associate, applied baccalaureate, and baccalaureate programs; Master's programs and doctoral programs; and short-term post-degree programs such as post-baccalaureate and post-doctoral programs.
7. **Graduate Degree Programs** – Post-baccalaureate, master's, doctoral and post-doctoral programs offered by and institution of higher education.
8. **HRIs** – Health-Related Institutions or Medicals Schools as defined by Texas Education Code §§ 61.003(5) and 61.501(1).

Tex. Educ. Code § 61.003(5): "Medical and dental unit' means The Texas A&M University System Health Science Center and its component institutions, agencies, and programs; the Texas Tech University Health Sciences Center; the Texas Tech University Health Sciences Center at El Paso; the University of Houston College of Medicine; the Sam Houston State University College of Osteopathic Medicine; The University of Texas Medical Branch at Galveston; The University of Texas Southwestern Medical Center; The University of Texas Medical School at San Antonio; The University of Texas Dental Branch at Houston; The University of Texas M. D. Anderson Cancer Center; The University of Texas Graduate School of Biomedical Sciences at Houston; The University of Texas Dental School at San Antonio; The University of Texas Medical School at Houston; the Dell Medical School at The University of Texas at Austin; the School of Medicine at The University of Texas Rio Grande Valley; the nursing institutions of The Texas A&M University System and The University of Texas System; and The University of Texas School of Public Health at Houston; and such other medical or dental schools as may be established by statute or as provided in this chapter."

Tex. Educ. Code § 61.501(1): “‘Medical school’ means the medical school at The University of Texas Health Science Center at Houston, the medical school at The University of Texas Southwestern Medical Center, the medical school at The University of Texas Health Science Center at San Antonio, The University of Texas Medical Branch at Galveston, the medical school at The University of Texas at Austin, the medical school at The University of Texas Rio Grande Valley, the medical education program of The University of Texas Health Science Center at Tyler, the medical school at the Texas Tech University Health Sciences Center, the medical school at the Texas Tech University Health Sciences Center at El Paso, the Sam Houston State University College of Osteopathic Medicine, the University of Houston College of Medicine, the Baylor College of Medicine, the college of osteopathic medicine at the University of North Texas Health Science Center at Fort Worth, or the medical school at the Texas A&M University Health Science Center.”

9. **High-Value Short-Term Workforce Credential Programs** – Programs of fewer than sixty (60) Semester Credit Hours, including programs that may be converted to credit or are stackable to credit-bearing programs, Level 1 Certificates, Level 2 Certificates, or Level 3 Enhanced Skills Awards and Advanced Technology Certificates, that are *either*:
 - a. Aligned with high value occupations in the region as determined by the most recent Texas Workforce Commission Target Occupations regional list; *or*
 - b. Aligned with high value occupations offering above-average wages and strong job placement for the region as determined by the institution following examination of pertinent labor market information in partnership with regional employers and in consultation with the Regional Workforce Development Board.
10. **IHEs** – Institutions of Higher Education.
11. **NOGA** – Notice of Grant Award – Term applied to the official document used by THECB to notify grantees that funding has been approved. NOGAs include such information as award amount, project and budget periods, and specific award terms and conditions. The NOGA creates a legally binding agreement between the parties and incorporates the RFA and the Application into the agreement. Throughout this RFA the terms “NOGA,” “Contract,” and “Grant” are used interchangeably.
12. **Re-Enrolled Students** – Enrolled students who were not enrolled in an accredited postsecondary institution in the previous academic (long) semester or equivalent six months.
13. **State Fiscal Year** – The period of time beginning September 1 and ending on the following August 31, both dates inclusive.
14. **State of Texas Business Days** – Monday through Friday, 8:00 a.m. to 5:00 PM CT, except for scheduled state of Texas and national holidays.
15. **Students at Risk** – Students who received a Pell Grant, graduated with a GED, were twenty (20) years or older when they first entered college, started as a part-time student taking fewer than twelve (12) hours, or had an SAT/ACT score less than the national average.
16. **THECB** – The Texas Higher Education Coordinating Board, an agency of the state of Texas.
17. **Undergraduate Degree Programs** – Associate, applied associate, applied baccalaureate and baccalaureate programs offered by an institution of higher education.

APPENDIX B: CALENDAR OF EVENTS

October 11, 2021	Request for Applications Published
October 18, 2021	Voluntary Informational Webinar
November 1, 2021	Last Day for Inquiries 5:00 p.m., CDT
November 3, 2021	Application Deadline 5:00 p.m., CDT
November 18, 2021	THECB Announcement of Grants
November 18, 2021*	Grant Period Begins
May 30, 2022	First Program Report and Interim Expenditure Report is due to THECB
August 30, 2022	Second Program Report and Interim Expenditure Report is due to THECB
September 30, 2022	Grant Period Ends - Last Day to Expend Grant Funds
October 28, 2022	Final Program Report, Financial Report and Unexpended Grant Funds due to THECB

*Grant Period begins November 18, 2021, or upon execution of Notice of Grant Award, whichever is later.

APPENDIX C: APPLICATION EVALUATION FORM

Reviewer: _____

Applicant: _____

Evaluation Form

Core Factors (20 possible points)	Maximum Points	Points Awarded
Factor 1: Degree to which submitted plan matches program priorities	5	
Factor 2: Strength/clarity of rationale supporting the selection high value credentials and academic degree programs	5	
Factor 3: Strength/clarity of aid distribution plan	5	
Factor 4: Track record/assurances regarding ability to identify and track students	5	
Bonus Points (10 possible points)	Maximum Points	Points Awarded
Compelling additional information on student need and student outreach submitted	2	
Partnership or Consortium proposed, with clear rationale/plans for collaboration	4	
Ability to deploy funds rapidly (Spring, Summer 2021, Fall 2021) in line with program priorities	2	
Thirty percent (30%) or more of all students enrolled at the institution or partner(s) hold At Risk status	2	
TOTAL POINTS AWARDED	30	

APPENDIX D: CHECKLIST OF REQUIRED FORMS AND ATTACHMENTS

Required Information (RFA Section)	Application Form / Attachment
Certification Page and Leadership Commitment (RFA 8.1)	Application page 1
Grant Request (RFA 8.5)	Application page 2-3
Contact Information (RFA 8.2.1)	Application page 4
Project Description (RFA 8.2)	Application pages 4-7
Projected Timeline and Outcomes (RFA 8.3)	Application page 7
Additional Criteria (RFA 7.3)	Application page 8
Certification Regarding Lobbying and Disclosure Form	Appendix F
Federal Funding Accountability and Transparency Act (FFATA) Certification	Appendix G
Certification Regarding Debarment and Suspension (RETAIN THIS FORM)	Appendix H

Application Form may be found at highered.texas.gov/Reskilling.

APPENDIX E: SAMPLE NOTICE OF GRANT AWARD

	THECB Award Number: {bmsReference} Federal Fiscal Year: {fiscalyear}	
<h3>Notice of Federal Grant Award</h3> <p>to</p> <h3>{contracted_party}</h3>		
Grantee’s Name and Address: {contracted_party} {contractedPartyAddress} {contractedPartyCity}, {contractedPartyState} {contractedPartyZip}	Federal Grant Title: Texas Reskilling Support Fund Grant Program, Third Round Funding CFDA: 84.425C Federal Grant Award Number: {fedAwardno}	
Amount of Award: \$ {total_\$}	Term of Grant: All funds must be expended by: Federal Grant Funding Agency: U.S. Department of Education Research and Development Award: No DUNS Number:{dUNS}	
Payment Method:	Congressional District Location: {congrDistrLoc} Congressional District Place of Performance:{congrDistrPerf}	
<p>Authority: Governor’s Emergency Education Relief (GEER) Fund. GEER dollars, in turn, originate from the U.S. Department of Education’s administration of the Education Stabilization Fund in the Coronavirus Aid, Relief and Economic Security (CARES) Act of 2020. The CARES Act (HR 748/S 3548 of the 116th Congress) was signed into law on March 27, 2020.</p>		
<p>The Texas Higher Education Coordinating Board’s (THECB) and the Grantee’s (collectively, referred to as “the Parties”) execution of this Notice of Grant Award creates a legally binding agreement between the parties. The Program requirements (e.g., objectives, scope, budget, methodology) as stated in (1) the original Request for Application (RFA) including any addenda issued, (2) the addenda to Grantee’s Application (if any), and (3) Grantee’s Application are incorporated into and made a part of this Notice of Grant Award for all purposes, supersede any prior or contemporaneous understandings between the parties pertaining to the subject matter herein whether oral or written, and collectively constitute the entire agreement between the parties. In the event of a conflict in the language contained in the incorporated documents, conflicts shall be resolved by reference to the language contained in the documents in the order listed above.</p> <p>Insert here any additional changes made to Application or RFA - e.g., if payment schedule has changed based on a revised budget</p> <p>Any changes in the approved Grant must follow THECB’s amendment process as defined in the RFA. Any funds received by Grantee and not expended prior to the end of the grant term indicated above shall be returned to THECB within thirty (30) days unless otherwise agreed by THECB and Grantee.</p>		
Signed by THECB Official: {signContact} {signContacttitle}	Signed by Grantee Official: {signed_by2} {signed_bytitle}	
Date:	Date:	

APPENDIX F: CERTIFICATION REGARDING LOBBYING AND DISCLOSURE FORM

CERTIFICATION REGARDING LOBBYING AND DISCLOSURE FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(Please check one or two of the following that pertain to your institution.)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.

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 undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
If box 2 is checked, the completion of "Disclosure of Lobbying Activities" form-LLL is required.

3. The undersigned 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. Code. **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.**

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certification.

Name of Organization: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

(Signature of Authorized Official) (Date) _____

(Title of Authorized Official)

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<p>1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: a. bid/offer/application ____ b. initial award c. post-award</p>	<p>3. Report Type: a. initial filing ____ b. material change For Material Change Only: year ____ quarter ____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known:</i> Congressional District, if known: _____</p>	<p>5. If Reporting Entity in No. 4 is Sub awardee, Enter Name and Address of Prime: Congressional District, if known: _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description: CFDA Number, <i>if applicable:</i> _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

FEDERAL AGENCY FORM INSTRUCTIONS - DISCLOSURE OF LOBBYING ACTIVITIES

Form Identifiers	Information
Agency Owner	Grants.gov
Form Name	Disclosure of Lobbying Activities (SF-LLL)
Form Version Number	1.2
OMB Number	4040-0013
OMB Expiration Date	02/28/2022

Form Field Instructions

Field Number	Field Name	Required or Optional	Information
1.	*Type of Federal Action	Required	Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action. This field is required.
2.	*Status of Federal Action	Required	Identify the status of the covered Federal action. This field is required.
2-a.	a. Bid/Offer/Application	Check if applicable	Click if the Status of Federal Action is a bid, an offer or an application.
2-b.	b. Initial Award	Check if applicable	Click if the Status of Federal Action is an initial award.
2-c.	c. Post-Award	Check if applicable	Click if the Status of Federal Action is a post-award.
3.	*Report Type	Required	Identify the appropriate classification of this report.
3-a.	a. Initial filing	Check if applicable	Check if Initial filing.
3-b.	b. Material change	Check if applicable	If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the previously submitted report by this reporting entity for this covered Federal action. This field is required.
	Material Change Year	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the year in which the change occurred.

Texas Reskilling Support Fund Grant Program, Third Round Funding

Field Number	Field Name	Required or Optional	Information
	Material Change Quarter	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the quarter in which the change occurred.
	Material Change Date of Last Report	Conditionally Required	Enter the date of the previously submitted report by this reporting entity for this covered Federal action.
4.	Name and Address of Reporting Entity	Required	Provide the information for Name and Address of Reporting Entity.
	Prime	Check if applicable	Click to designate the organization filing the report as the Prime Federal recipient.
	Sub awardee	Check if applicable	Click to designate the organization filing the report as the Sub Awardee Federal recipient. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
	Tier if known	Optional	Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier.
	Name	Required	Enter the name of reporting entity. This field is required.
	Street 1	Required	Enter Street 1 of the reporting entity. This field is required.
	Street 2	Optional	Enter Street 2 of the reporting entity.
	City	Required	Enter City of the reporting entity This field is required.
	State	Required	Enter the state of the reporting entity. This field is required.
	ZIP	Required	Enter the ZIP of the reporting entity. This field is required.
	Congressional District, if known	Optional	Enter the primary Congressional District of the reporting entity. Enter in the following format: 2-character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina’s 103rd district.
5.	If Reporting Entity in No. 4 is Subaward, Enter Name and Address of Prime	Conditionally Required	If Reporting Entity in No. 4 is Subaward, provide the information for the Name and Address of Prime.

Texas Reskilling Support Fund Grant Program, Third Round Funding

Field Number	Field Name	Required or Optional	Information
	Name	Required	If the organization filing the report in item 4, checks "Sub awardee," enter the full name of the prime Federal recipient.
	Street 1	Required	If the organization filing the report in item 4, checks "Sub awardee," enter the address of the prime Federal recipient.
	Street 2	Optional	If the organization filing the report in item 4, checks "Sub awardee," enter the address of the prime Federal recipient.
	City	Required	If the organization filing the report in item 4, checks "Sub awardee," enter the city of the prime Federal recipient.
	State	Required	If the organization filing the report in item 4, checks "Sub awardee," select the appropriate state from this pull-down menu.
	ZIP	Required	Enter the ZIP of Prime. This field is required
	Congressional District, if known	Optional	Enter the Congressional District of Prime. Enter in the following format: 2-character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
6.	Federal Department/Agency	Required	Enter the name of the Federal Department or Agency making the award or loan commitment. This field is required.
7.	CFDA Number	Required	Enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments. Pre-populated from SF-424 if using Grants.gov.
	CFDA Title	Required	Enter the Federal program name or description for the covered Federal action. Pre-populated from SF-424 if using Grants.gov.
8.	Federal Action Number	Optional	Enter the most appropriate Federal identifying number available for the Federal action, identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract,

Texas Reskilling Support Fund Grant Program, Third Round Funding

Field Number	Field Name	Required or Optional	Information
			grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9.	Award Amount	Optional	For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment of the prime entity identified in item 4 or 5.
10.a.	Name and Address of Lobbying Registrant	Required	Provide the information for the Name and Address of Lobbying Registrant.
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Lobbying Registrant.
	First Name	Required	Enter the first name of Lobbying Registrant. This field is required.
	Middle Name	Optional	Enter the middle name of Lobbying Registrant.
	Last Name	Required	Enter the last name of Lobbying Registrant. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Lobbying Registrant.
	Street 1	Required	Enter the first line of street address for the Lobbying Registrant.
	Street 2	Optional	Enter the second line of street address for the Lobbying Registrant.
	City	Required	Enter the city of the Lobbying Registrant.
	State	Required	Select the appropriate state of the Lobbying Registrant.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Lobbying Registrant.
10.b.	Individual Performing Services	Required	Provide the information for Individual Performing Services.
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Individual Performing Services.
	First Name	Required	Enter the first name of the Individual Performing Services. This field is required.
	Middle Name	Optional	Enter the middle name of the Individual Performing Services.

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Field Number	Field Name	Required or Optional	Information
	Last Name	Required	Enter the last name of the Individual Performing Services. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Individual Performing Services.
	Street 1	Required	Enter the first line of street address for the Individual Performing Services.
	Street 2	Optional	Enter the second line of street address for the Individual Performing Services.
	City	Required	Enter the city of the Individual Performing Services.
	State	Required	Select the state for the address of the Individual Performing Services from this pull-down menu.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Individual Performing Services.
11.	Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	N/A	N/A
	Signature	Required	Completed by Grants.gov upon submission.

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Field Number	Field Name	Required or Optional	Information
	Name	Required	Provide the information for the Name of the Certifying Official.
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Certifying Official.
	First Name	Required	Enter the first name of Certifying Official. This field is required.
	Middle Name	Optional	Enter the middle name of the Certifying Official.
	Last Name	Required	Enter the last name of the Certifying Official. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Certifying Official.
	Title	Optional	Enter the title of the Certifying Official.
	Telephone No.	Optional	Enter the telephone number of the certifying official.
	Date	Required	Completed by Grants.gov upon submission.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

OMB Number: 4040-0013 7
 OMB Expiration Date: 02/28/2022

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

APPENDIX G: FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

A. Certification Regarding Percent (%) of Annual Gross from Federal Awards:

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

- Yes If yes, continue to question B.
 No If no, questionnaire is complete. Please sign section E. Thank you!

B. Certification Regarding Amount of Annual Gross from Federal Awards:

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

- Yes If yes, continue to question C.
 No If no, questionnaire is complete. Please sign section E. Thank you!

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the highly compensated officers/senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

- Yes If yes, questionnaire is complete. Please sign section E. Thank you!
 No If yes, continue to question D.

D. Top Executive Disclosure Requirements:

Provide the names and total compensation of the top five most highly compensated officers/senior executives for the preceding fiscal year below. Please see 2 C.F.R. Part 170, including its Appendix A for guidance. After completing Section D, please sign section E. Thank you!

	Name of Executive	Annual Compensation
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$

E. Signatures:

As the duly authorized representative (Signor) of the Contractor/Grantee, I hereby represent and warrant that the statements made by me in this certification form are true, complete, and correct to the best of my knowledge and are consistent with FFATA (31 U.S.C. § 6101 note), as amended, and its implementing regulations including 2 C.F.R. Part 170. I further represent and warrant that I will provide THECB will any and all information which may be further needed for THECB to accurately report to the federal government pursuant to FFATA.

Signature:	
Printed Name:	
Title:	

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DUNS Number:	
City in which services will be performed:	
State in which services will be performed:	
Zip Code in which services will be performed:	

APPENDIX H: DEBARMENT AND SUSPENSION CERTIFICATION FORM

<p>TEXAS HIGHER EDUCATION COORDINATING BOARD</p> <p>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</p> <p>Lower Tier Covered Transactions</p>

"Non-Federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations in 2 CFR part 183 restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities" (2 C.F.R. § 200.214).

This certification is required by the United States Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, for all lower-tier transactions meeting the threshold and tier requirements (2 C.F.R. § 3485.220, 2 C.F.R. § 3485.330).

1. By signing this contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the Texas Higher Education Coordinating Board (THECB) if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact THECB for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by signing this contract, should the proposed covered transaction be entered into, that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by signing this contract that it will include a clause titled: "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," stating the Certification listed below without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records

in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—
Lower-Tier Covered Transactions**

- (1) The prospective lower tier participant certifies, by submission of its Proposal/Application and/or by signature on any resulting Agreement/Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- (3) The prospective lower tier participant certifies that it will comply with the requirements of 2 C.F.R. Part 180, Subpart C, as adopted at 2 C.F.R. 3485.12 (2 C.F.R. § 3485.330).

Terms Defined: As used in these Provisions and Assurances

- *Nonprocurement Transaction:* Any transaction, regardless of type (except procurement contracts), including, but not limited to the following: grants, cooperative agreements, scholarships, fellowships, contracts of assistance, loans, loan guarantees, subsidies, insurances, payments for specified uses, and donation agreements. A non-procurement transaction at any tier does not require the transfer of Federal funds. (2 C.F.R. § 180.970).
- *Participant:* Any person who submits a proposal for or who enters into a covered transaction, including an agent or representative of a participant (2 C.F.R. § 180.980).
- *Principal:* An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with Federal funds, who (1) is in a position to handle Federal funds; (2) is in a position to influence or control the use of those funds; or (3) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction (2 C.F.R. § 180.995).
- *System for Award Management (SAM Exclusions):* The list maintained and disseminated by the General Services Administration (GSA) containing the names and other information about persons who are ineligible (2 C.F.R. § 180.945).
- *Debarment:* Action taken by a debarring official under Subpart H of [Part 180] to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 C.F.R. chapter 1). A person so excluded is debarred (2 C.F.R. § 180.925).
- *Suspension:* An action taken by a suspending official under subpart G of [Part 180] that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 C.F.R. chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended (2 C.F.R. § 180.1015).
- *Ineligible or Ineligibility:* A person or commodity is prohibited from covered transactions because of an exclusion or disqualification (2 C.F.R. § 180.960).
- *Person:* Any individual, corporation, partnership, association, unit of government, or legal entity,

however organized (2 C.F.R. § 180.985).

- *Proposal:* A solicited or unsolicited bid, application, request, invitation to consider, or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a covered transaction
- *Voluntary Exclusion or Voluntarily Excluded:* A person's agreement to be excluded under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have governmentwide effect. Voluntarily Excluded means the status of a person who has agreed to a voluntary exclusion (2 C.F.R. § 180.1020).