

Texas Workforce Commission
Request for Proposals Solicitation

Part I Request for Proposals

Distance Learning Call Center Pilot Project
Request for Proposals 320-16-13
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1. Introduction

1.1 Title

This Request for Proposals (RFP) is for the Distance Learning Call Center Pilot Project.

1.2 Purpose

The Texas Workforce Commission (the “Agency”) is seeking proposals from Eligible Offerors to implement a Distance Learning Call Center (DL Call Center) within the existing Agency infrastructure to assist with the mathematics components of the Texas certificate of high school equivalency exam. Assistance shall be available to Adult Education and Literacy (AEL) Distance Learning (DL) students and to individuals who either lack sufficient mastery of basic educational skills to enable the individuals to function effectively in society or do not have a secondary school diploma or its recognized equivalent, and have not achieved an equivalent level of education.

1.3 Background

Expanded service delivery options through DL provide access to AEL services at a time, place and manner that benefit the lives of busy adults. While DL facilitates greater access, DL also creates the need for just-in-time, personal support for students who require assistance. New certificate of high school equivalency tests have created a separate, but related need to support student learning and time on task, particularly in the area of mathematics.

The AEL department encourages its providers to provide DL opportunities for its participants; however, DL, while offering increased access and convenience, can be challenging for students who are lower-skilled resulting in students giving up if presented with a challenging problem or question.

The DL Call Center will provide students with access to a real person that can engage them and provide one-on-one mathematics tutoring assistance through phone and online peer-to-peer support. This assistance will support students to pass the mathematics section of the Texas certificate of high school equivalency exam.

The Agency estimates approximately 25,000 calls during the grant period with an average of 20 minutes per call. The calls will be handled through the Agency’s existing unemployment insurance benefits tele-center infrastructure, providing students with math tutoring support aligned to specific distance learning curricula. Staff may be physically located at the tele-center, telecommute from another location, or a combination of both.

The Agency’s tele-center infrastructure provides the following capabilities:

- locations in El Paso, Fort Worth, McAllen, San Antonio, and Austin;

- Avaya ACD telephone system: Avaya Aura Communications Manager with Call Center Elite R6.2;
- telecommuting staff use Cisco AnyConnect and Avaya one-X Agent, softphone client; and
- HP/Autonomy Qfiniti for screen capture and call recording of staff, using Avaya Application Enablement Services (AES) for CTI data. The system is licensed for 864 recorded users.

This initiative will build capacity throughout Texas to support students to pass the Texas certificate of high school equivalency exam and lead these individuals on a path to self-sufficiency.

2. Program Information

2.1 Grant Period

The grant period for the grant awarded under this RFP is approximately eighteen (18) months from the grant start date with the option of renewals or extensions in any combination of years or months, at the Agency's discretion, provided that the total Grant Period does not exceed three (3) years. In considering such renewal, the Agency may take into account performance, progress toward expected outcomes, and expenditures, as well as other factors.

The anticipated grant start date is July 2016.

2.2 Total Funds Available

Total funding available for this RFP is approximately five hundred thousand dollars (\$500,000.00). The Agency reserves the right to increase the total amount of the grant award.

2.3 Funding Authority

The funding source for this RFP is the Adult Education and Family Literacy Act (AEFLA), Title II of the Workforce Innovation and Opportunity Act (WIOA), Pub.L. 113-128, 29 U.S.C. §§ 3271-3333.

2.4 Number of Programs to be Funded

The Agency will award one (1) proposal.

2.5 Eligible Offerors

2.5.1 An Eligible Offeror under this RFP means an organization that has demonstrated effectiveness in providing AEL activities and shall include one (1) of the following:

- 2.5.1.1 a local educational agency;
- 2.5.1.2 a community-based organization or faith-based organization;
- 2.5.1.3 a volunteer literacy organization;
- 2.5.1.4 an institution of higher education;
- 2.5.1.5 a public or private nonprofit agency;
- 2.5.1.6 a library;
- 2.5.1.7 a public housing authority;

- 2.5.1.8 a nonprofit institution that is not described in Sections 2.5.1.3 through 2.5.1.7, and has the ability to provide adult education and literacy activities to eligible individuals;
- 2.5.1.9 a consortium or coalition of the agencies, organizations, institutions, libraries, or authorities described in Sections 2.5.1.1 through 2.5.1.8 of this section; or
- 2.5.1.10 a partnership between an employer and an entity described in Sections 2.5.1.1 through 2.5.1.9 of this section.
- 2.5.2 All nonprofit organizations that meet the requirements in Section 2.5.1.5 of this RFP must provide verifiable evidence with the proposal of recognition by the Texas Secretary of State as a nonprofit or other verifiable documentation such as Internal Revenue Service certification (as applicable).

2.6 Eligible Population to be Served

- 2.6.1 The priority eligible population to be served under this RFP consists of individuals who are:
 - 2.6.1.1 AEL students funded under an existing Agency grant;
 - 2.6.1.2 in a DL program; and
 - 2.6.1.3 have a Texas Educating Adults Management System (TEAMS) record number and/or the name and location of the DL program.

The Agency will provide the successful Offeror with read-only access to TEAMS to verify student eligibility.

- 2.6.2 Additional population to be served under this grant include individuals who:
 - 2.6.2.1 lack sufficient mastery of basic educational skills to enable the individuals to function effectively in society; or
 - 2.6.2.2 do not have a secondary school diploma or its recognized equivalent, and have not achieved an equivalent level of education.
- 2.6.3 The Successful Offeror shall determine eligibility for each participant prior to participant receiving any services funded through this grant. The Successful Offeror shall document and maintain confidential eligibility documentation files for each participant receiving services funded through this grant. Maintenance of these eligibility files shall conform to the Agency's policy for Security of Personal Identity Data requirements in WD Letters 13-08 and 13-13, including any subsequent issuances. Failure to determine eligibility, document eligibility, or maintain the required files for all enrolled participants may result in disallowed costs and subsequent repayment of grant funds, in accordance with Section 1, Expenditure Limitations, of Attachment B of the grant.

3. Program Requirements

3.1 Grant-Specific Requirements

Offerors awarded a grant under this RFP shall comply with the following requirements:

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- 3.1.1 Staff the DL Call Center with personnel that have the following qualifications:
 - 3.1.1.1 ability to teach the following mathematics standards:
 - 3.1.1.1.1 Texas College and Career Readiness Standards <http://www.thecb.state.tx.us/collegereadiness/CRS.pdf> (pages 7-12)
 - 3.1.1.1.2 2014 general educational development (GED) mathematics standards <http://www.gedtestingservice.com/uploads/files/458b4f8953ae91f6eb6959b34156bac9.pdf> (Attachment B)
 - 3.1.1.1.3 HiSET mathematics standards http://hiset.ets.org/s/pdf/college_career_readiness.pdf
 - 3.1.1.1.4 Test Assessing Secondary Completion (TASC) mathematics standards <http://www.tasctest.com/mathematics.html>
 - 3.1.1.2 demonstrated experience working with students using DL software;
 - 3.1.1.3 knowledge and ability to teach the above referenced mathematics standards using the following DL software:
 - 3.1.1.3.1 AZTEC GED®
 - 3.1.1.3.2 ITTS –McGraw Hill
 - 3.1.2 provide initial and ongoing training to staff as necessary to meet the requirements of the DL Call Center;
 - 3.1.3 collaborate with the Agency’s AEL department for ongoing training and oversight of the staff;
 - 3.1.4 provide staff access to at least one of the following DL software as designated by the Agency:
 - 3.1.4.1 AZTEC GED®
 - 3.1.4.2 ITTS –McGraw Hill
 - 3.1.5 provide staff access to a peer-to-peer virtual whiteboard or other similar technology that meets the following minimum requirements:
 - 3.1.5.1 has necessary capacity for all staff to use simultaneously while assisting customers;
 - 3.1.5.2 has a functionality capable of demonstrating mathematics problems through drawing and other visual tools (e.g., whiteboard);
 - 3.1.5.3 has export capability to share the results of the whiteboard (or other similar technology) with the customer upon completion of the session;
 - 3.1.5.4 is fully hosted by either the entity themselves or the company providing the service (the Agency will not host/house the whiteboard or other similar technology on its servers);
 - 3.1.5.5 is easily accessible to the customer (has limited “sign-up” process or the user can sign-up or login easily and quickly);
 - 3.1.5.6 is web-based (doesn’t require installation for the instructor or the customer);
 - 3.1.6 provide call center assistance during the week and weekends between the hours of 6:00 am and 10:00 pm Central Time;
 - 3.1.7 provide call center assistance in the English language, at a minimum;
 - 3.1.8 track and provide usage reports, at a minimum, on the following information for each call:
 - 3.1.8.1 student’s name;

- 3.1.8.2 student's TEAMS record number, locally assigned number, or name and location of the DL program if applicable;
- 3.1.8.3 if student is a first-time or repeat caller;
- 3.1.8.4 length of call;
- 3.1.8.5 topics covered; and
- 3.1.8.6 follow-up concerns or issues;
- 3.1.9 conduct customer satisfaction surveys;
- 3.1.10 evaluate the DL Call Center pilot project to determine if it is successful.

3.2 Contract Amendments

Any amendment to a grant issued under this RFP is required to be within the scope of the original proposal, resulting grant, and this RFP. A substantial change in the scope of services or budget will not be allowed.

3.3 Activities and Performance Measures

The following deliverables, targets and due dates are minimum requirements. Where indicated, the Offeror will be required to enter numbers or dates.

	Deliverables Description	Deliverable Target	Deliverable Due
3.3.1	Provide a detailed program plan and implementation schedule to the designated Agency Contract Manager including expenditure projections and performance benchmarks	1 plan and implementation schedule	30 days after the grant execution date
3.3.2	Provide to the designated Agency Contract Manager the procedure that shall be used to determine a participant's eligibility for those defined under Section 2.6.1 for reporting purposes.	1 procedure	45 days after the grant execution date
3.3.3	Provide to the designated Agency Contract Manager the procedure that shall be used to monitor subcontractors (if applicable)	1 procedure	45 days after the grant execution date
3.3.4	Provide to the designated Agency Contract Manager usage reports as specified in Section 3.1.8 of this Attachment A	Monthly reports	20 th day of the month
3.3.5	Provide to the designated Agency Contract Manager customer satisfaction reports	Quarterly reports	15 days after the end of each quarter

	Deliverables Description	Deliverable Target	Deliverable Due
3.3.6	Provide to the designated Agency Contract Manager an evaluation of the success of the pilot project	2 evaluations	8 months and 16 months after the grant execution date
3.3.7	Provide the target number and hire date for the staff who shall work the DL Call Center	{Enter target number of staff}	{Enter date staff will be hired/assigned}
3.3.8	Provide the number of training sessions with their intended dates that the DL Call Center staff shall receive.	{Enter target number of training sessions}	{Enter dates of training sessions}

3.4 Reporting Requirements

- 3.4.1 The Successful Offeror will be required to submit the following reports on Agency supplied templates:
- 3.4.1.1 quarterly written reports which are due no later than fifteen (15) days after the end date of each quarter;
 - 3.4.1.2 ad hoc reports as requested by the Agency to meet the potential need for timely information during the term of the grant; and
 - 3.4.1.3 a written comprehensive final report that must be submitted to the designated Agency Contract Manager regarding the outcomes of the grant. The final report is due no later than thirty (30) days after the grant end date.
- 3.4.2 In accordance with the reporting requirements established by the Federal Funding Accountability and Transparency Act (FFATA) of 2006, Pub. L. 109-282, as amended by Pub. L. 110-252, title VI, § 6202(a), June 3, 2008, according to the instructions specified in WD Letter 29-12 and subsequent issuances, Successful Offerors will be required to comply with WD Letter 29-12 and subsequent issuances during the term of the grant.
- 3.4.2.1 Successful Offerors receiving a grant with twenty-five thousand dollars (\$25,000.00) or more in federal funds will be required to provide the following information to the Agency prior to grant execution:
 - 3.4.2.1.1 Data Universal Numbering System (D–U–N–S) ® Number and ZIP code provided on the Contract Information Form (CIF); and
 - 3.4.2.1.2 FFATA Affidavit provided with the CIF.
 - 3.4.2.2 Successful Offerors that meet the conditions specified in WD Letter 29-12 and subsequent issuances must register in the System for Award Management (SAM) within thirty (30) days after the grant start date. Specifically, Successful Offerors will be required to register in SAM if:
 - 3.4.2.2.1 In the preceding year, the Successful Offeror (including the parent organization, all branches, and all affiliates worldwide) received:
 - 3.4.2.2.1.1 Eighty percent (80%) or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and cooperative agreements; and

- 3.4.2.2.1.2 Twenty-five million dollars (\$25,000,000.00) or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, and cooperative agreements; and
- 3.4.2.2.2 The public does not have access to information about the compensation of the senior executives of the Successful Offeror (including the parent organization, all branches, and all affiliates worldwide) through reports filed under:
 - 3.4.2.2.2.1 Sections 13(a) or 15(d) of the Securities Exchange Act of 1934 [15 U.S.C. §§ 78m(a) and 78o(d)]; or
 - 3.4.2.2.2.2 Sections 6104 of the Internal Revenue Code of 1986 [26 U.S.C. § 6104].
- 3.4.2.3 Successful Offerors that are required to register in SAM should be aware that the Agency will not make funds available for payment until after it has verified that the Successful Offeror has registered in SAM.

4. Expenditure Limitations

Successful Offerors awarded funds under this RFP shall comply with requirements stated in Attachment B, Financial Requirements of this RFP Solicitation. Additionally:

- 4.1 Costs must conform to limitations or exclusions as to the types or amounts of cost items set forth in the following:
 - 4.1.1 laws, regulations, rules, and guidance governing fund use for the fund sources identified in Section 2.3 Funding Authority, of this RFP;
 - 4.1.2 the cost requirements in Attachment A, General Terms and Conditions of this RFP Solicitation; and
 - 4.1.3 this RFP and the resulting grant.
- 4.2 Funds must not be used:
 - 4.2.1 for purchases of real property, new construction, or renovations of facilities;
 - 4.2.2 for supplanting existing federal, state, or local funds available to the proposed program;
 - 4.2.3 for any use that is inconsistent with the provisions of this solicitation.
 - 4.2.4 to fund religious activities as outlined in 34 CFR § 76.532;
 - 4.2.5 for any other expense disallowed by the OMB Uniform Guidance (UG);
- 4.3 Funds are subject to the following limitations:
 - 4.3.1 equipment; i.e. non-expendable, tangible, personal property having a useful life of more than one (1) year, and an acquisition cost of five thousand dollars (\$5,000.00) or more; and
 - 4.3.2 administrative costs charged to this grant shall not exceed ten percent (10%).

5. Proposal Process

5.1 Evaluation Criteria

The Evaluation Criteria, and point values for scoring are provided below:

	POINTS
Program Abstract	NA
Demonstrated Experience	20
Project Implementation	15
DL Call Center Operations	20
Project Administration Plan	5
Activities Timeline and Deliverables	5
Reporting	15
Evaluation	10
Budget	10
TOTAL	100

5.2 Proposal Requirements

5.2.1 Schedule of Major Events

	DATE
RFP Published	February 3, 2016
Offerors' Conference Call	February 9, 2016
Written Questions Submission Deadline by 4:00 P.M., Central Time	February 11, 2016
Question and Answer Document Published	February 23, 2016
Proposal Submission Deadline by 4:00 P.M., Central Time	March 18, 2016
Evaluation/Best and Final Offer Process Complete	May 2016
Anticipated Grant Begin Date	June 2016
Successful Offeror(s) that meet the conditions specified in Section 3.4.2 of this RFP must register in SAM within thirty (30) days of the grant execution date	July 2016

Note: All dates after the proposal submission deadline are approximate and may be adjusted as conditions dictate without addendum to this RFP.

5.2.2 Authorized Agency Contact

The Authorized Agency Contact for this RFP is:

Name: Cassandra Johnson

Title: Contract Specialist

RFP Reference: RFP 320-16-13 Distance Learning Call Center Pilot Project

Agency: Texas Workforce Commission

Department: Contract Services Department

Mailing Address:

101 E. 15th Street, Room 350T

Austin, Texas 78778-0001

Overnight, Express Delivery and Hand Delivery Address (Trinity Building):

1117 Trinity, Room 350T

Austin, Texas 78701-0001

Telephone: 512-936-7960 (**For delivery purposes only**)

Email: rfgroup@twc.state.tx.us

Please note that some express delivery carriers (e.g., U.S. Postal Service express mail) do not deliver to the Texas Workforce Commission Trinity Building. It is the Offeror's responsibility to ensure the proposals are received by the submission deadline.

5.2.3 RFP Components

The RFP Solicitation consists of the following components:

5.2.3.1 Part I, Request for Proposal

5.2.3.2 Attachment A, General Terms and Conditions

5.2.3.3 Attachment B, Financial Requirements

5.2.3.4 Part II, Proposal Packet

5.2.3.5 Part III, Budget Forms

The Proposal Packet includes the format in which a proposal must be completed and returned to be considered for a grant. The RFP Solicitation is published on the Electronic State Business Daily that may be accessed at: <http://esbd.cpa.state.tx.us/>.

5.2.4 Offerors' Conference Call and Question & Answer (Q&A) Document

The Agency will conduct an Offeror's Conference Call. During the Offeror's Conference Call, Agency staff will review the application process and program content of the RFP Solicitation and Packet and accept questions from Offerors. The response of record will be released in the Q&A Document and **only** questions submitted via email will be answered in this document. Participation in the Offeror's Conference Call is not required in order to submit a proposal.

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- 5.2.4.1 Offerors desiring to participate in the Offerors' Conference Call, must e-mail their name, organization name, and contact information to the authorized Agency contact for this RFP no later than **4:00 PM Central Time on February 8, 2016**.
 - 5.2.4.2 The Agency will hold an Offeror's Conference Call from 9:00 A.M. to 10:00 A.M., Central Time **on February 9, 2016**.
 - 5.2.4.3 To participate in the Offerors' Conference Call, dial 1-877-820-7831 and, when prompted, dial the access code 1320324#.

After the issuance of the RFP, the Q&A Document is a primary source of information for Offerors. Offerors' questions must be submitted in writing via email to the Authorized Agency Contact by the deadline specified in Section 5.2.1, Schedule of Major Events, of this RFP.

The Agency will publish the Q&A Document on the Electronic State Business Daily at <http://esbd.cpa.state.tx.us/>.

5.2.5 Other Communication

Communication with any Agency personnel or any evaluators from other state agencies/entities in reference to or concerning this RFP, other than the Authorized Agency Contact listed in these instructions, is prohibited. Failure to follow this provision may be grounds for disqualification of the proposal.

5.2.6 Proposal Submission Deadline and Delivery Method

The Authorized Agency Contact for this RFP must receive proposals **no later than the date and time specified in Section 5.2.1, Schedule of Major Events, of this RFP**. The Authorized Agency Contact will not accept late proposals.

Any reasonable delivery method, except fax and email, may be used. While not required, Offerors are encouraged to use a traceable delivery method, such as certified mail, return receipt requested, or a guaranteed express delivery service.

5.2.7 Proposal Information Confidentiality

All proposal information submitted in response to the RFP Solicitation is subject to and will be handled in accordance with the Texas Public Information Act, Government Code, Chapter 552. This Act allows the public to have access to information in the possession of a governmental body. Therefore, any confidential or proprietary information contained within a proposal must be clearly identified by the Offeror in the proposal itself. Proprietary information identified by the Offeror in advance will be kept confidential by the Agency to the extent permitted by state law.

All proposal information submitted in response to this RFP Solicitation must be retained by the Agency for the period specified in the Agency's record retention schedule created

under Texas Government Code, Chapter 441. The information may not be returned to the Offeror that submitted it during the retention period.

5.2.8 Withdrawal of Proposals

A proposal may be withdrawn at any time prior to the selection announcement date by writing to the Authorized Agency Contact. A withdrawn proposal will not be considered for award but will be retained by the Agency according to the Proposal Information Confidentiality provisions in Section 5.2.7, Proposal Information Confidentiality, of this RFP.

5.2.9 Amendment of Proposals

Proposals may be amended in writing at any time after submission, but prior to the proposal submission deadline. Amendments must be submitted to the Authorized Agency Contact. Proposals may be amended after the proposal submission deadline only at the direction of the Agency.

Unless specifically requested by the Agency, material submitted after the proposal submission deadline will not be considered.

5.2.10 Changes and Amendments to this RFP Solicitation

The Agency reserves the right to amend or withdraw this RFP at any time by posting amendments or cancellations on the Electronic State Business Daily at <http://esbd.cpa.state.tx.us/>.

5.2.11 Proposal Format

Failure to comply with any one (1) or more of the following formatting requirements will result in an automatic reduction of the following points from the Offeror's average final score: five (5) points for the first section violated **and** two (2) points **each** for violating any additional section.

- 5.2.11.1 Interested parties must respond to this RFP using the appropriate proposal format including all required attachments, provided in the RFP Proposal Packet, (e.g. do not delete the questions, do not delete tables, do not alter formatting, or do not change page orientation).
- 5.2.11.2 The proposal submitted in response to the RFP Solicitation must be on 8 1/2" by 11" paper, and reproduced or printed on one side only. The type must be in Times New Roman, font size 12, single spaced, and margins of no less than 0.5 inch.
- 5.2.11.3 One (1) original and three (3) complete, loose leaf, paper copies of the proposal and required attachments must be submitted. Only use paper clips or binder clips; no staples or binders.

5.2.11.4 Offerors must submit one (1) compact disc or flash drive containing the following files: the proposal in any version of Microsoft Word, the budget forms in Microsoft Excel, and a searchable Portable Document File (PDF) version of the complete hardcopy packet submission.

5.2.12 Screening and Evaluation

All proposals received as specified in Section 5.2.6 of this RFP will be screened to determine eligibility. Proposals that meet the following minimum technical requirements will be considered eligible for further evaluation.

5.2.12.1 The proposal was submitted by an Eligible Offeror as stated in Section 2.5, Eligible Offerors, of this RFP.

5.2.12.2 The original proposal submitted must include the signature of an authorized representative.

Proposals that do not meet these two (2) minimum technical requirements **will not** be further evaluated.

Eligible Offerors must provide verifiable evidence of recognition by the Texas Secretary of State as a nonprofit or other verifiable documentation such as Internal Revenue Service certification (as applicable). A contract shall not be awarded until this documentation is received by the Agency.

The Agency is not responsible for RFP responses received late, illegible, incomplete, or otherwise considered disqualified due to failure of electronic equipment or operator error.

All information conveyed in the proposal is subject to validation by the Agency. Information obtained by the Agency during validation will be considered in the final evaluation.

5.2.13 Best and Final Offers

The Agency reserves the right to negotiate with and/or to request Best and Final Offers from any or all Offerors as a part of the formal evaluation process. If the Agency requests a formal, written Best and Final Offer, the Offeror will be notified of the allotted time to respond to the request. If an Offeror does not respond to the Agency's request within the allotted time, the Agency will consider the most recent offer to be the Best and Final Offer.

5.2.14 Selection and Award Announcement

Evaluators will review proposals, including any Best and Final Offer responses received, make selections, conduct any fact-finding considered necessary, and make a recommendation for awards under the RFP. The Agency will post the grant decision on

the Electronic State Business Daily at <http://esbd.cpa.state.tx.us/> after the award(s) are finalized.

The Agency may consider past performance on other Agency contracts or grants when making a selection.

5.2.15 Protests

Any Offeror wishing to protest the grant award must submit the following information by certified mail to the address listed:

Paul Carmona
Division Director
Regulatory Integrity Division
Texas Workforce Commission
101 E. 15th St., Room 556
Austin, Texas 78778-0001

The written protest, including relevant written information, must be received by the Agency within ten (10) business days from the date of the announcement of the grant award. The written protest must:

- 5.2.15.1 identify the RFP being protested;
- 5.2.15.2 state the grounds for the protest, including a description of any alleged acts or omissions by the entity that forms the basis for the protest;
- 5.2.15.3 provide any written information that the protestor believes is relevant to the award; and
- 5.2.15.4 provide the basis for the protestor's interest in the award.

6. Nondiscrimination

Any grant resulting from this RFP shall include a requirement that the contractor or awardee must comply with the nondiscrimination provisions of 34 C.F.R § 76.500..

7. Public Information Act

Texas Government Code, Chapter 552, gives individuals the right to access government records and prohibits an officer for public information or the officer's agent from asking why the requestor wants the records. All government information is presumed to be available to the public. However, some types of governmental information may be subject to an exception to the rule that public information must be released when requested. Governmental bodies must promptly release requested information if the information is not confidential or the governmental body has not properly requested an exception.

You may send your request:

By mail to: Texas Workforce Commission, Open Records, 101 E. 15th St., Room 266, Austin, TX 78778-0001

By email to: open.records@twc.state.tx.us

By fax to: 512-463-2990

In person at: Texas Workforce Commission, Open Records, 101 E.15th St., Room 266, Austin, TX 78778-0001

For more information regarding Open Records at the Texas Workforce Commission, refer to the link at <http://www.twc.state.tx.us/twcinfo/openrec.html>.

8. Informational Resources with Link Locations

8.1 General TWC Resources

- 8.1.1 Texas Local Workforce Development Boards
<http://www.twc.state.tx.us/dirs/wdbs/workforce-development-boards-websites.html>
- 8.1.2 TWC Financial Manual for Grants and Contracts
http://www.twc.state.tx.us/business/fmgc/fmgc_toc.html
- 8.1.3 WD Letter 29-12 “Federal Funding Accountability and Transparency Act of 2006 – Update” and subsequent issuances
<http://www.twc.state.tx.us/boards/wdletters/letters/29-12.pdf>
- 8.1.4 WD Letter 13-08, “Security of Personal Identity Data,” and subsequent issuances
<http://www.twc.state.tx.us/boards/wdletters/letters/13-08.pdf>
- 8.1.5 WD Letter 13-13 “Handling and Protection of Personally Identifiable Information and Other Sensitive Information” and subsequent issuances
<http://www.twc.state.tx.us/boards/wdletters/letters/13-13.pdf>
- 8.1.6 WD Letter 44-05 “Texas Workforce Commission Online Contract Closeout Process” and subsequent issuances,
<http://www.twc.state.tx.us/boards/wdletters/letters/44-05.pdf>
- 8.1.7 WD Letter 04-15 “Cash Draw and Expenditure Reporting System Instructions” and subsequent issuances,
<http://www.twc.state.tx.us/files/partners/04-15-ch-2-twc.pdf>
- 8.1.8 AEL Letter 01-13 “Cash Draw and Expenditure Reporting System Instructions” and subsequent issuances
<http://www.twc.state.tx.us/svcs/adultlit/ael-01-13.pdf>

Texas Workforce Commission
Request for Proposals Solicitation

Attachment A, General Terms and Conditions

Distance Learning Call Center Pilot Project
Request for Proposals 320-16-13

GENERAL TERMS AND CONDITIONS

SECTION 1 - Legal Authority

The Texas Workforce Commission (the “Agency”) is responsible for administering a comprehensive statewide adult education program and coordinating related federal and state programs for the education and training of adults, under the authority of Texas Labor Code § 315.002. The Agency has the authority to enter into contracts and administer programs pursuant to Texas Labor Code § 302.002(b).

SECTION 2 - Purpose

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

SECTION 3 - Grant Performance

- 3.1 The Grantee agrees to perform under this grant award in accordance with the commitments established within the Statements of Work.

Services under this award shall be provided in compliance with:

- 3.1.1 all applicable federal and state laws, regulations, and rules;
- 3.1.2 all Agency policies and procedures or guidance materials incorporated herein by specific reference; and
- 3.1.3 all terms and conditions of this grant award.

- 3.2 The Grantee has, or shall obtain within forty-five (45) days, personnel capabilities necessary to implement program requirements and to ensure compliance with this grant award.

- 3.3 The Grantee shall notify the Agency in writing, within ten (10) days, of any change in key personnel assigned to the implementation and administration of this grant award.

(Key personnel are defined for the purposes of this grant award, as those personnel whose oversight and guidance is essential to the work being performed hereunder and whose knowledge, qualifications, and experiences are critical to the achievement of the objectives of this grant award.)

- 3.4 In consideration of the Grantee's full and satisfactory performance of the specified services, the Agency shall be liable to the Grantee in accordance with the terms and limitations established within the attachments to this grant award.

- 3.5 Except with respect to defaults of Subcontractors, no liability or loss of rights hereunder shall result to either party from delay or failure in performance (including any failure by the Grantee to progress in the performance of the work) if such failure arises out of causes beyond the reasonable control and without the default or negligence of the party affected. Such causes may include but are not limited to acts of

God, acts of a public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, serious labor disputes, shortage of or inability to obtain material or equipment, and unusually severe weather. In every case, however, the failure to perform must be beyond the control and without the fault or negligence of the party affected.

SECTION 4 - Administrative Requirements

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

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

- 4.3 This grant award between the Grantee and the Agency shall conform to the administrative requirements found in:
- 4.3.1 any specific term or condition within the grant;
 - 4.3.2 the Office of Management and Budget (OMB) Uniform Guidance (UG) , 2 Code of Federal Regulations (C.F.R.) Part 200 as supplemented by the Uniform Grant Management Standards (UGMS);
 - 4.3.3 Commission Rules in 40 Texas Administrative Code (TAC) Part 20;
 - 4.3.4 the Agency's Financial Manual for Grants and Contracts (FMGC), and
 - 4.3.5 any directives specified by Agency issuance, including but not limited to Workforce Development (WD) Letters and Adult Education and Literacy (AEL) Letters (as applicable) except as otherwise specifically authorized by the Agency in writing.
- 4.4 All costs must conform to cost principles found in:
- 4.4.1 any specific term or condition within the grant;
 - 4.4.2 OMB UG, 2 C.F.R. Part 200, Subpart E, as supplemented by the Rules promulgated by UGMS;
 - 4.4.3 the Agency's FMGC; and
 - 4.4.4 other Agency directives, including but not limited to WD or AEL Letters (as applicable).

SECTION 5 - Surety Requirements (Includes Public Education institutions)

- 5.1 The Grantee understands and agrees that it shall be liable to repay to the Agency any funds not expended in accordance with this grant, or determined to be expended in violation of the terms of this grant and under OMB UG, 2 C.F.R. Part 200, including loss arising from a fraudulent or dishonest act of the Grantee's officers and employees holding positions of fiduciary trust.

- 5.2 All repayment made by the Grantee to the Agency pursuant to Section 5.1 of these General Terms and Conditions (GTC) shall be from non-federal funds.

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

SECTION 6 - Bonding Requirement (Not Applicable to Public Education Institutions)

- 6.1 The funds provided by this grant award shall be included in coverage provided by a fidelity bond that indemnifies the Agency against loss arising from a fraudulent or dishonest act of the Grantee's officers and employees holding positions of fiduciary trust.
- 6.2 The Grantee shall obtain a bond sufficient to cover the largest cumulative amount of all cash requests submitted by a Grantee on any given day or the cumulative amount of funds on hand at any given point. This determination shall be made by aggregating the cumulative amounts drawn from the Agency by the Grantee during any consecutive three-day period.

Under no circumstances shall the Agency disburse to the Grantee an amount of cash that exceeds the bond amount.

- 6.3 The bond shall be executed by a corporate surety or sureties holding Certificates of authority, authorized to do business in the State of Texas, and acceptable to the Agency.

If a surety upon a bond loses its authority to do business in the State of Texas, or the bond is cancelled, reduced, or otherwise amended, the Grantee shall immediately notify the Agency and provide a replacement bond adequate to cover the terms and conditions of this section. Until such time that, an adequate replacement bond is secured by the insurer and provided to the Agency, no further disbursements shall be made to the Grantee.

- 6.4 The Grantee shall be the insured entity and the Agency shall be the assigned Certificate holder. A copy of the bond shall be forwarded to:

Texas Workforce Commission
Financial Operations-Contracts Payable
101 East 15th Street
Austin, Texas 78778 - 0001

- 6.5 The failure of the Grantee to provide evidence of the required bond within fifteen (15) days of the beginning date of this grant award may result in termination of the grant award.

The Grantee will include the substance of the provisions of this section in any subcontracts for goods or services under this grant award.

SECTION 7 - Rights in Data, Products, or Inventions

- 7.1 The Agency may reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, by or on behalf of the Agency any data, product, or invention developed under this grant award or purchased with funds from this grant award.
- 7.2 Excluding copyrighted, licensed, and public domain software, the Grantee grants to the Agency and its designated representatives, unlimited rights to any data, databases, or data processing programs first developed, produced, or delivered under this grant award. Such data includes recorded information regardless of form or media.
- 7.3 Upon termination of this grant award, whether for cause or convenience, all finished or unfinished documents, records, reports, photographs, etc. prepared by the Grantee shall, at the option of the Agency, become the property of the Agency.

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

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

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

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

SECTION 8 - Prevention of Fraud

- 8.1 The Grantee shall establish and implement procedures for preventing, reporting, investigating, and taking appropriate legal and/or administrative action concerning any fraud, program abuse, possible illegal expenditures, unlawful activity, violations of law, or Agency rules, policies, and procedures occurring under this grant award.
- 8.2 Any member of the Grantee's staff or Grantee's Subcontractor's staff having knowledge of suspected fraud, program abuse, possible illegal expenditures, unlawful activity, violations of law or Agency rules, policies and procedures occurring under this grant award, shall report such information to the Agency's Office of Investigations no later than five (5) working days from the date of discovery of such act.

- 8.3 An Incident Report regarding such an act must be submitted to:
Texas Workforce Commission
Office of Investigations
101 East 15th Street, Room 230
Austin, Texas 78778-0001
- 8.4 The Grantee shall establish and implement reasonable internal program management procedures sufficient to ensure that its employees, participants, and Subcontractors are aware of the Agency's Fraud and Program Abuse Hotline (1-800-252-3642) and that Hotline posters are displayed to ensure maximum exposure to all persons associated with or having an interest in the programs or services provided under this grant award.
- 8.5 Except as provided by law or court order, the parties to this grant award shall ensure the confidentiality of all reports of violations, as listed above. Neither the Grantee nor the Agency shall retaliate against any person filing a report.
- 8.6 Upon review of submitted reports, the Agency's Office of Investigations may elevate the report to the appropriate federal authority, accept the case for investigation and/or action at the state level, or return the case to the Grantee, or Grantee's Subcontractor, for action including, but not limited to, the following:
- 8.6.1 further investigation;
 - 8.6.2 referral for prosecution under the Texas Penal Code, or other state or federal laws; and/or
 - 8.6.3 other corrective action, as may be appropriate.
- 8.7 When referred back to the Grantee, the Grantee shall ensure that a final investigation closing report is submitted to the Agency's Office of Investigations after all feasible avenues of investigation and legal and/or corrective action have been taken.

SECTION 9 - Preventing Conflict of Interest

- 9.1 The Grantee shall take every reasonable course of action to maintain integrity in the expenditure of these public funds and to avoid favoritism and questionable or improper conduct.
- 9.2 The Grantee shall administer this award in an impartial manner, free from efforts to gain personal, financial, or political benefit, tangible or intangible. The Grantee and its executive staff and employees, while administering this grant award shall avoid situations, which could give the appearance that any decision was influenced by prejudice, bias, special interest or desire for personal gain.
- 9.3 The Grantee assures that no person shall participate in any decision relating to any subcontract which affects his/her personal pecuniary interest including, but not limited to:
- 9.3.1 employees or Subcontractors of the Grantee; or
 - 9.3.2 persons who exercise any function or responsibility in the review or approval of the undertaking or carrying out of this grant award.
- 9.4 The Grantee shall maintain on file, and make available for inspection by the Agency, a statement submitted by each Grantee employee, Subcontractor, or governing body member disclosing any interest,

fact or circumstance, which does or may present a potential conflict of interest. Such conflict of interest disclosure statements shall be updated, as circumstances require, but at least annually.

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

SECTION 10 - Grant Provisions

- 10.1 The Grantee shall comply with the following:
- 10.1.1 Rehabilitation Act of 1973 § 504, 29 U.S.C. § 794, as amended;
 - 10.1.2 Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq., and 2000e-16, as amended;
 - 10.1.3 Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1688, as amended;
 - 10.1.4 The Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq., as amended;
 - 10.1.5 The Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., as amended;
 - 10.1.6 Women in Apprenticeship and Non-traditional Occupations Act, 29 U.S.C. § 2501, et seq.;
 - 10.1.7 Applicable provisions of the Clean Air Act, 42 U.S.C. § 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.;
 - 10.1.8 The rights and responsibilities for charitable and faith-based providers set forth in the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) § 104, 42 U.S.C. § 604a, as applicable; and
 - 10.1.9 The Job Training or Employment Assistance Programs, Services, and Preferences Available to Veterans, as set forth in the Texas Labor Code §§ 302.151-302.153.
- 10.2 The Agency and the Grantee may not deny services under this grant award to any person and are prohibited from discriminating against any employee, applicant for employment, or beneficiary because of race, color, religion, sex, national origin, age, physical or mental disability, temporary medical condition, political affiliation or belief, or citizenship.
- 10.3 The Grantee shall insure that the evaluation and treatment of employees and applicants for employment are free from discrimination.
- 10.4 The Grantee shall make a reasonable effort to meet the state goal on subcontracts and supplier contracts to Historically Underutilized Businesses certified by the State of Texas, as defined in Texas Government Code § 2161.001, including any certified women or minority owned businesses or enterprises.
- 10.5 The Grantee shall adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of State Health Services as required by the Texas Health and Safety Code § 85.001 et seq. (Applicable to state agencies only).

SECTION 11 - Subcontractors

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

SECTION 12 - Records: Retention, Confidentiality, and Access

- 12.1 The Grantee agrees to retain financial and supporting documents, statistical records, and any other records pertinent to the services provided under this grant for which a claim or report was submitted to the Agency. These supporting records and documents must be kept for a minimum of three (3) years after final payment and all other pending matters are closed out.
- 12.2 The Grantee shall establish and maintain a method to secure the confidentiality of records and other information relating to clients in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed, as limiting the Agency's right of access to client case records or other information relating to clients served under this contract.
- 12.3 The Grantee shall grant access and the right to examine, copy, or mechanically reproduce all reports, books, papers, documents, automated data Centers, and other records pertaining to this contract from Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., local time, excluding state or federal holidays. Such rights of access and examination are granted to the duly authorized representatives of:
- 12.3.1 the United States Department of Agriculture;
 - 12.3.2 the United States Department of Education;
 - 12.3.3 the United States Department of Health and Human Services;
 - 12.3.4 the United States Department of Labor;
 - 12.3.5 the Comptroller General of the United States;
 - 12.3.6 the General Accounting Office;
 - 12.3.7 the Auditor of the State of Texas;
 - 12.3.8 the Agency; and
 - 12.3.9 other state and federal auditing agencies.
- 12.4 Such rights to access shall continue as long as the Grantee retains the records.
- 12.5 The Agency, and any of its authorized representatives, shall have timely and reasonable access to all Grantee records and personnel related to this agreement for the purpose of inspection, monitoring, auditing, evaluation, interview, and discussion.

SECTION 13 - Monitoring, Audits, and Evaluations

- 13.1 The Grantee shall supply to the Agency an audit that is in compliance with the Single Audit Act of 1984 as amended July 1996, 31 U.S.C., Chapter 75, and OMB UG 2 C.F.R. Part 200, Subpart F, applicable at the time costs were incurred. The Agency reserves the right to conduct, or cause to be conducted, an independent audit of all funds received by the Grantee under this grant award. Such an audit may be performed by the local government audit staff, a certified public accounting firm, or other auditors as designated by the Agency and must be conducted in accordance with applicable federal rules and regulations, grant award guidelines, and established professional standards and practices.

- 13.2 The Grantee understands that acceptance of funds under this grant award acts as acceptance of the authority of the State Auditor’s Office (SAO), or any successor Agency, to audit or investigate the expenditure of funds under this grant award or any subcontract. The Grantee further agrees to cooperate fully with the SAO or its successor, including providing all records requested. The Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through the Grantee and the requirement to cooperate is included in any subcontract it awards.
- 13.3 The Grantee shall develop and maintain a Subcontractor monitoring system, acceptable to the Agency, covering any subcontract it awards from this grant award.
- Complete records of all monitoring performed by the Grantee shall be maintained and made available to the Agency during such subcontract performance periods and for as long thereafter as an unresolved deficiency may require.
- 13.4 The Agency reserves the right to conduct or cause a designee to conduct monitoring and evaluation studies of the performance of the Grantee or any Subcontractor for services rendered under this grant award.
- The Agency retains the right to perform such monitoring and evaluation studies that it determines necessary and will report preliminary results to the Grantee and any Subcontractor before the monitoring and evaluation is concluded and the final results are made a matter of record.
- 13.5 If a charitable or faith-based organization who is a Subcontractor to the Grantee establishes a separate account for the government funds provided through this grant award, then only the services and activities supported by those funds will be subject to audit by the Agency or its duly authorized representatives.
- 13.6 The Grantee shall cooperate with any audit or examination conducted pursuant to this section.

SECTION 14 - Dispute Resolution

- 14.1 To the extent applicable under state and federal law, a Grantee’s claim for breach that the parties cannot resolve in the ordinary course of business shall be submitted to the dispute resolution process provided for in 40 TAC, Chapter 800, Subchapter K, as further described in this section.
- 14.1.1 To initiate the process, the Grantee shall submit written notice to the Agency’s contract manager. Said notice shall specifically include the information required by 40 TAC § 800.453, as well as other supporting documentation or other tangible evidence to facilitate the Agency’s evaluation of the Grantee's claim.
- 14.1.2 Neither the execution of this grant award by the Agency nor any other conduct of any representative of the Agency relating to this grant award or the dispute resolution process described herein shall be considered a waiver of sovereign immunity to suit.
- 14.2 Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the Grantee, in whole or in part.

SECTION 15 - Sanctions and Penalties

- 15.1 The Grantee acknowledges and accepts that special conditions may be imposed by the Agency, and certain enforcement remedies exercised (set forth within Uniform Guidance (UG), 2 Code of Federal Regulations (C.F.R.) Part 200), if the Grantee has been designated as a "high risk" Grantee. Special conditions or restrictions could include:
- 15.1.1 payment on a reimbursement basis;
 - 15.1.2 withholding authority to proceed to the next program phase until receipt of evidence of acceptable performance;
 - 15.1.3 additional and more detailed financial reporting;
 - 15.1.4 additional program monitoring;
 - 15.1.5 requiring the Grantee to obtain technical or management assistance;
 - 15.1.6 establishing additional prior approvals; or
 - 15.1.7 other conditions or restrictions appropriate to the circumstances.
- 15.2 The Grantee acknowledges and accepts that failure of the Grantee to comply with any provision of this grant award, whether stated in a federal or state statute or regulation, Commission rules, an assurance, a certification, an application or Agency policies or procedures referenced in a grant award may subject the Grantee to sanctions and enforcement or remedial measures appropriate to the circumstances, including temporary withholding of cash payments, disallowance of costs, whole or partial suspension of the award, withholding of further awards, or other remedies that may be legally available.

SECTION 16 - Appeals

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

SECTION 17 - Changes and Amendments

- 17.1 This grant award, and all documents or subsequent agreements referenced herein, is the entire agreement between the parties. All oral or written agreements between the parties hereto relating to the subject matter of this grant award that were made prior to the execution of this grant award have been reduced to writing and are contained or referenced herein.
- 17.2 Any alterations, additions, or deletions to the terms of this grant award required by changes in federal or state law or by regulations are automatically incorporated into this grant award without written amendment hereto, and shall become effective on the date designated by such law or regulation.
- 17.3 To ensure effective performance under this grant award, all parties agree that the Agency may amend performance requirements during this grant period, to interpret or clarify a change in federal or state law, rules or regulations, by issuing formal directives to establish or clarify such performance requirements.
- 17.3.1 After a period of no less than thirty (30) days subsequent to written notice (unless more rapid implementation is required by law) such formal directives shall have the effect of qualifying the terms of this grant award and shall be binding upon the Grantee and the Agency as if written herein.

17.3.2 Such Agency directives shall not alter the terms of this grant award to relieve the Agency of any obligation specified in this grant award to reimburse the Grantee for costs properly incurred prior to the effective date of such formal directives.

17.4 Except as specifically provided by Sections 17.1, 17.2, and 17.3 of these GTCs, any additions, alterations, deletions, or extensions, to the terms of this grant award shall be by amendment hereto in writing and executed by all parties to this grant award except for budget line item changes which shall be processed pursuant to Section 1.6 of Attachment B of this grant award. Any other attempted changes, including oral modifications, written notices that have not been signed by all parties, or other modifications of any type, shall be invalid.

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

SECTION 18 - Termination

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

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

SECTION 19 - Certifications

The Grantee certifies compliance with the federal, state and Agency requirements set forth in Section 3, Offeror's Certifications of the Proposal Packet

Texas Workforce Commission
Request for Proposals Solicitation

Attachment B, Financial Requirements

Distance Learning Call Center Pilot Project
Request for Proposals 320-16-13

FINANCIAL REQUIREMENTS

SECTION 1 - Expenditure Limitations

- 1.1 The Agency is liable to the Grantee in an amount equal to, but not in excess of, the lesser of the amount of the grant or the actual allowable costs incurred by the Grantee in rendering the performance specified in the Statements of Work and any attachments subject to the following provisions:
 - 1.1.1 The limitations established within the program budget documents.
 - 1.1.2 The Agency receives a verified statement, prepared in accordance with the requirements set forth by the Agency, of current and/or programed expenditures incurred under this grant according to the instructions specified in the Agency's FMGC, and additional Agency issuances.
 - 1.1.3 The Agency shall not be liable for expenditures made in violation of the legal authorities cited in this grant, or any other law or regulation applicable to a specific service performed under this grant.
 - 1.1.4 The Agency shall not be liable to the Grantee for costs incurred or performances rendered by the Grantee or its Subcontractors before commencement of this grant or after termination of this grant, other than allowable administrative costs unless approved in writing by an authorized representative of the Agency.
 - 1.1.5 The Agency shall not be liable for any costs incurred by the Grantee in the performance of this grant which have not been billed to the Agency within sixty (60) days following termination or expiration of this grant.
- 1.2 The Grantee agrees that all funds provided through this grant, including any funds expended under subcontracts, shall be expended for authorized activities, and that no expenditures will have as their objective the funding of religious worship, instruction, or proselytization.

This provision shall not be interpreted to prohibit the Grantee from subcontracting for goods or services with any religious institution or entity.
- 1.3 Notwithstanding any other provisions of this grant, the parties hereto understand and agree that the Agency's obligations for costs incurred or performances rendered by the Grantee under this grant are contingent upon receipt of adequate funds from federal and state sources to meet the Agency's liabilities hereunder. This grant is subject to revision upon actual receipt of funds from federal or state sources.
- 1.4 The Grantee understands and agrees that it shall repay to the Agency any funds determined to be expended in violation of the terms and conditions of this grant subject to the following:
 - 1.4.1 The Grantee shall be liable for such funds and shall repay such funds even if a Grantee's Subcontractor made the improper expenditure.
 - 1.4.2 All repayments made by the Grantee must be from non-federal funds.
 - 1.4.3 Failure to repay such funds within thirty (30) days after demand may result in legal actions to recover such funds and/or additional costs, including allowable interest.
- 1.5 Responsibility for disallowed costs and other liabilities under this grant are as follows:
 - 1.5.1 First Priority: The Grantee shall recover funds from the service provider(s) incurring the liability and utilize such funds to retire the liability to the Agency.

- 1.5.2 Second Priority: The Grantee shall recover funds from an insurance carrier or bond issuer and utilize such funds to retire the liability to the Agency.
- 1.5.3 Third Priority: The Grantee shall use available stand-in costs to resolve the disallowed costs or other liability to the Agency.
- 1.6 Any change in the amount of a budget line item requires the prior written approval and the subsequent change to the line item amount in the Cash Draw and Expenditure Reporting (CDER) System by the designated Agency Contract Manager.
- 1.7 Administrative costs, as defined in WD Letter 04-15, AEL Letter 01-13 and any subsequent issuances, are limited to ten percent (10%).

SECTION 2 - Obligation and Deobligation of Funds

The following provisions apply to the obligation and deobligation of funds under this grant:

- 2.1 The Agency shall not be liable to the Grantee for any excess or erroneous funding obligations, and retains the right to unilaterally deobligate such funds.
- 2.2 The Agency may obligate additional funds under this grant or deobligate funds previously obligated under this grant at the sole discretion of the Agency.
- 2.3 The Agency may deobligate funds if performance and/or expenditures are not meeting a detailed program plan and implementation schedule; and/or expenditure projections at the following intervals:
 - 2.3.1 twenty-five percent (25%) of the grant period;
 - 2.3.2 fifty percent (50%) of the grant period; and
 - 2.3.3 seventy-five percent (75%) of the grant period.

The Agency shall provide written notification to the Grantee in the form of either a letter of notification or a grant amendment in the case of an additional obligation or deobligation of funds at least ten (10) business days in advance of the revision taking effect.

SECTION 3 - Financial Reporting

- 3.1 The Grantee shall electronically submit an accurate monthly financial report, including accrued expenditures and obligations, no later than 11:59 p.m. Central Time on the 20th day of each month through the Agency's on-line CDER system. To the extent applicable, the Grantee will comply with the instructions specified in 40 TAC §§ 800.52 and 800.72; the Agency's FMGC; WD Letter 04-15, and AEL Letter 01-13 (if applicable) including subsequent issuances; and additional Agency issuances. If the Grantee does not meet established reporting deadlines, late notifications will be issued and access to funds may be disabled as specified in those issuances.

The Grantee shall electronically submit the contract closeout package through the closeout module of the on-line CDER system no later than 11:59 p.m. Central Time on the 60th day from the grant end date. The Grantee shall submit the contract closeout package according to the instructions specified in 40

TAC §§ 800.52 and 800.72; the Agency’s FMGC; WD Letters 44-05, 04-15, AEL Letter 01-13 (if applicable) including subsequent issuances; and additional Agency issuances.

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