



Texas Veterans Commission
Housing for Texas Heroes
Request for Applications
2014 - 2015

November 1, 2013

Application Deadline: January 9, 2014 4:00 PM
Austin, Texas

Fund for Veterans' Assistance website:
<http://www.tvc.texas.gov/Apply-For-A-Grant.aspx>

The Texas Veterans Commission (TVC) is firmly committed to the principal of fair and equal employment opportunities and the provision of services without regard to race, color, sex, religion, national origin, age, physical disability, or genetic information.

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**Request for Applications
Texas Veterans Commission
Housing for Texas Heroes (H4TXH)**

The Housing for Texas Heroes (H4TXH) grant program was established in 2011 during the 82nd Legislative Session. During the Regular Session of the 83rd Legislature, the Texas Department of Housing and Community Affairs (TDHCA) was appropriated General Revenue for the Housing Trust Fund for the 2014-2015 biennium. Article VII, Rider 16, Page VII-7 of the General Appropriations Act states that the Texas Veterans Commission (TVC) will receive funding from the Housing Trust Fund for the purpose of administering a Veterans Housing Assistance Program that will assist Texas Veterans and their families in obtaining, maintaining, or improving housing. Funding was also received from General Revenue funds to make a total amount of \$3 million available in the 2014-2015 biennium for H4TXH grants.

The H4TXH grant program will provide a total of \$3 million dollars in funding, with \$1.5 million available each year of the biennium.

TVC provides competitive, reimbursement H4TXH grants to Eligible Applicants to provide **home modification assistance** to Low Income, Very Low Income and Disabled Texas Veterans, their families, and surviving spouses. All capitalized words are defined in Section III. Definitions of Key Terms.

The Texas Veterans Commission established the following priorities to provide guidance to the FVA Advisory Committee in developing funding recommendations to present to the Commission. These priorities are:

A. Outstanding Grant Applications

Priority will be given to outstanding grant applications.

B. Geographic Distribution

The FVA Advisory Committee will develop recommendations that will ensure widespread distribution of grants across the state.

C. Duplication of Service in Geographic Areas

The FVA Advisory Committee will develop recommendations that will ensure that services are varied in geographic areas in order to guarantee no over-saturation or duplication of services in areas of the state.

D. Full Funding

The FVA Advisory Committee will recommend fully funding grant requests, whenever possible.

The above priorities will be used in the funding recommendations made for this grant.

I. Purpose and Overview

The Texas Veterans Commission is authorized to use funds appropriated to H4TXH to administer the program and make reimbursement grants to address the home modification assistance needs of Low Income, Very Low Income and Disabled Texas Veterans and their families. Such needs include, but are not limited to, the following:

- Walkways, ramps
- Doors, windows, and flooring materials
- Sliding doors
- Handrails and grab bars

- Bathroom modifications
- Weatherization

II. Purpose of this Request for Applications

The purpose of this Request for Applications (RFA) is to seek Grant Applications from Eligible Applicants for reimbursement grants using H4TXH funds. All grant awards will be made through a competitive grant selection process.

The application period for this grant opens November 1, 2013 and closes January 9, 2014. Applications must be received by **January 9, 2014 by 4 p.m.** at the FVA office in Austin, Texas to be considered for funding.

Upon Commission approval of the grant awards, the parties will be bound by the following: 1) the terms and requirements within this RFA document, 2) the Grant Application and all items submitted by the grant applicant to the Commission in response to this RFA, and 3) the Notice of Grant Award (NOGA). In the event of conflicts or inconsistencies between any of these documents, the provisions set forth in the NOGA will prevail.

A Grant Application received by the Agency must meet the following requirements to be considered for funding:

- Completed according to the grant application instructions listed in this RFA;
- Satisfy all requirements as listed in Section VI. Application Review and Award Process; and
- Received by the Agency by the deadline established in the grant application instructions as listed in Section IX. Application Submission, of this RFA.

A. Term of this Grant

Grants awarded under this RFA will begin on July 1, 2014 and end on June 30, 2016. Reimbursement will only be made for those allowable expenses that occur within the term of this grant. No pre-award spending will be allowed.

B. Number of FVA Grants

Organizations will only be awarded one H4TXH grant during this RFA. An organization may have other FVA grants and still retain eligibility to apply for a H4TXH grant. Additionally, departments within units of local government may apply under separate applications for more than one grant.

C. Matching Funds

While there is no mandated matching requirement, the FVA does expect Grantees to share in the operational cost of funded projects. Applicants are required to identify the anticipated funds they will use on the Proposed Project.

III. Definitions of Key Terms

The capitalized terms used in this RFA are defined as follows:

Advisory Committee. The committee formed under Texas Administrative Code, Title 40, Part 15, Section 452.2(c), relating to Fund for Veterans' Assistance Advisory Committee.

Agency. The Texas Veterans Commission.

Applicant. Shall have the same meaning as Eligible Applicant as defined in the Texas Administrative Code, Title 40, Part 15, Section 460.3(a). The following are eligible to apply for grant funds: 1) Units of local government; 2) IRS Code § 501(c)(19) Posts or organizations of past or present members of the Armed Forces; 3) IRS Code § 501(c)(3) private nonprofit organizations authorized to do business in Texas; 4) Texas chapters of IRS Code § 501(c)(4) Veterans service organizations; or 5) Non-profit organizations authorized to do business in Texas with experience providing services to Veterans.

Approved Budget. The budget included in a grant application that has been recommended by the FVA Advisory Committee for funding.

Audit. A consulting service provided by a third-party Certified Public Accountant (CPA) that inspects the accounting procedures and records of an organization and provides a written statement of reliability (see also Management Letter).

Awarded Applicant. Shall have the same meaning as Grantee. An organization that receives a grant from the Fund for Veterans' Assistance.

Beneficiary. A member of the target population served by the Grantee's organization. For purposes of this grant, the Beneficiary, is a Texas Veteran, surviving spouse, or a family member who qualifies as a Low Income, Very Low Income and/or a Disabled Veteran owning a Single Family Housing Unit located in the state of Texas.

Cancellation. Cessation of payment of grant funds and withdrawal of the Grantee's right to receive additional grant funds.

Capital Expenditure. Tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the organization for financial statement purposes, or \$5,000.

Commission. The members of the Texas Veterans Commission.

Compilation of Financial Statements. Refers to the process whereby an accountant presents, in the form of financial statements, information that is the representation of management (owners), without undertaking to express any assurance on the statements. This may or may not be done by a third-party CPA.

Dependents. Spouse, son, daughter, including stepchild or adopted child of a Texas Veteran.

Disabled Veteran. As defined in Title 5, United States Code Annotated, Section 2108(2), "An individual who has served on active duty in the armed forces, (except as provided under section 2108a) has been separated therefrom under honorable conditions, and has established the present existence of a service-connected disability or is receiving compensation, disability retirement benefits, or pension because of a public statute administered by the Department of Veterans Affairs or a military department."

Disallowed Cost. A questioned cost that the Agency has determined violates the conditions of the NOGA, or other law, regulation, or other document governing the expenditures of funds.

Eligible Applicants. As defined in the Texas Administrative Code, Title 40, Part 15, Section 460.3(a). The following are eligible to apply for grant funds: 1) Units of local government; 2) IRS Code § 501(c)(19) Posts or organizations of past or present members of the Armed Forces; 3) IRS Code § 501(c)(3) private nonprofit organizations authorized to do business in Texas; 4) Texas chapters of IRS Code § 501(c)(4)

Veterans service organizations; or 5) Non-profit organizations authorized to do business in Texas with experience providing services to Veterans.

Expenditure Benchmark. The percent of the total grant award that must be expended and reported by designated timeframes within the Grant Period.

FVA. Fund for Veterans' Assistance.

Governing Body. A group who formulates the policy and directs the affairs of an organization in partnership with managing staff.

Grant. A sum of money given by an organization or a unit of government for a particular purpose. Grants do not include donations or in-kind contributions.

Grant Application. Documents submitted by an organization or unit of local government in response to the Request for Applications (RFA). Also referred to as "Application Package" in this RFA.

Grantee. An organization that receives a grant from the Fund for Veterans' Assistance.

Grant Funding Period. The time period specified in the RFA and NOGA during which all work must be performed and expenses must be incurred.

Grant Project. The work and activities for which grant funding has been awarded and information is provided in the approved Appendix I – The Application. During the open application process and before the Texas Veterans Commission makes final grant awards, the Grant Project will be known as the Proposed Project.

Independently Reviewed Financial Statements. A consulting service provided by a third-party Certified Public Accountant (CPA) that reviews the accounting processes and procedures. The CPA will review the financial statements using standards promulgated by the American Institute of Certified Public Accountants.

Ineligible. Any application submitted by an organization that does not meet the requirements of this RFA will be disqualified from further review and deemed Ineligible.

Low Income. Veterans and their families earning no more than 80 percent of the area median income or applicable federal poverty line, as determined under Section 2306.123 or Section 2306.1231 of the Texas Government Code. A listing is provided at: <http://www.huduser.org/portal/datasets/il/il12/tx.pdf>.

Management Letter. A written statement of reliability produced by a third-party Certified Public Accountant (CPA) after inspection of the accounting procedures and records of an organization.

Manufactured Housing Unit (MHU). As defined by HUD, is a structure transportable in one or more sections which, in traveling mode, is 8 body-feet or more in width or 40 body-feet or more in length, or when erected on site, is 320 square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required facilities, and includes the plumbing, heating, air-conditioning, and electrical systems contained therein. MHUs must comply with the Texas Manufactured Housing Standards Act.

Modular Housing. As defined by HUD, is a home built in sections in a factory to meet state, local, or regional building codes. Once assembled, the modular unit becomes permanently fixed to one site.

Mortgage. Obligation, including a mortgage, mortgage deed, bond, note, deed of trust, or other instrument, that is a lien. (The H4TXH grant requires the Grantee to confirm the owner is current on any existing mortgage loans or home equity loans prior to providing assistance.)

Notice of Grant Award. The Notice of Grant Award and all addenda represent the agreement between the parties. Upon Commission approval of the grant award, the parties will be bound by the following: (1) the terms and requirements within this RFA document, 2) the Grant Application and all items submitted by the grant applicant to the Commission in response to this RFA, and 3) the Notice of Grant Award (NOGA). In the event of conflicts or inconsistencies between any of these documents, the provisions set forth in the NOGA will prevail.

Performance Benchmark. The percent of each minimum required performance measure that must be met and reported by designated timeframes within the Grant Period.

Principal Participant. Project Coordinator, Financial Coordinator, Executive Director, and/or any other key stakeholder(s) in the Proposed Project.

Proposed Project. The work and activities for which funding is sought and information is provided in the Appendix I – The Application. Should the Texas Veterans Commission approve the Application, the Proposed Project will then become known as the Grant Project.

Questioned Cost. A cost that has been identified to be an alleged violation of a provision of the NOGA, law, regulation, or other agreement or document governing the expenditure of funds or a cost that is not supported by adequate documentation.

Reimbursement Grant. The Grantee is required to finance its operations with its own working capital. Grant payments will be made to reimburse the Grantee for actual expenditures made supported by adequate documentation.

Résumé. A document that contains a summary of relevant job experience and education.

Single Family Housing Unit. A home designed and built for one household that is owner-occupied. This may include a Manufactured Housing Unit, Modular Housing Unit or permanently constructed unit.

Sub-Grant. An award made by a Grantee to another organization or agency using grant funds. This is prohibited under Texas Administrative Code, Title 40, Part 15, Section 460.10(2).

TVC. Texas Veterans Commission.

Unallowable Cost. A cost that is 1) not necessary and reasonable for proper and efficient performance and administration of the project, 2) not allocable to the project, 3) not authorized nor prohibited under State or local laws or regulations, and 4) does not conform to limitations or exclusions set forth in 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments, or 2 CFR Part 230, Cost Principles for Non-Profit Organizations, Federal laws, terms and conditions of the award, or other governing regulations as to types or amounts of cost items.

Unduplicated. For purposes of this grant, unduplicated shall be defined as not previously counted.

Units of Local Government. A county, municipality, special district, school district, junior college district, a local workforce development board created under the Texas Government Code § 2308.253, or other legally constituted political subdivision of the state.

Very Low Income. Veterans and their families earning not more than 60 percent of the area median income or applicable federal poverty line, as determined under Section 2306.123 or Section 2306.1231 of the Texas Government Code. A listing is provided at: <http://www.huduser.org/portal/datasets/il/il12/tx.pdf>.

IV. Program Guidelines

A. Competitive Grant

The H4TXH grant is a competitive reimbursement grant available to Eligible Applicants. The funding is to be used to assist organizations with addressing housing modifications needs of Low Income, Very Low Income and Disabled Veterans and their families, see Beneficiary in Section III. Definitions of Key Terms. Grant funding should not be used with the anticipation of additional FVA funding as no expectation of continued funding exists. Eligible Applicants must require the Beneficiary to be current on any existing mortgage loans or home equity loans prior to assistance. No more than \$10,000 may be spent on one Beneficiary.

B. Reimbursement Grant

H4TXH grants are awarded on a cost reimbursement basis. Under the cost reimbursement method of funding, a Grantee is required to finance its operations with its own working capital with grant payments made to reimburse the Grantee for actual cash disbursements supported by adequate documentation. An initial payment of up to 20% of the total amount of the grant can be made for start-up costs. The subsequent expenses will be charged against the initial payment until a zero balance is reached to be followed by expenses that will be reimbursed up to the total amount of the grant.

C. Eligibility of Beneficiaries

The Grantee must ensure that clients served using H4TXH grant funds are eligible to receive services prior to requesting reimbursement for services provided to these clients. Beneficiaries must be a Disabled Veteran, Low-Income, and/or Very Low-Income; must be the titled owner of the property; and current on all existing mortgages or home equity loans. Eligibility must be verified and documentation must be maintained by the Grantee in the clients' records, and Grantee must use the H4TXH Beneficiary Worksheet.

D. Grant Period

All funding awarded under this grant must be expended within the Grant Period of July 1, 2014 to June 30, 2016. If awarded funds, the Agency will disburse 20% of the awarded Grant Amount upon execution of the NOGA. No pre-award spending will be allowed. All costs associated with the preparation and submission of an Application for this RFA are the responsibility of Applicant. These costs shall not be chargeable to TVC by any successful or unsuccessful Applicant.

Organizations may only be awarded one H4TXH grant at a time. Organizations may have an FVA grant and an H4TXH grant concurrently. Additionally, departments within units of local government may apply under separate applications for more than one grant.

E. Additional Funding

Any additional funding or future funding will require submission of a Grant Application during a subsequent Request for Application. There should be no expectation of additional grant funding on the part of the Grantee. All additional funding will be through a competitive RFA process. An amendment extending the Grant Period may be considered by the FVA.

F. Eligible Applicants

1. Units of local government;

2. IRS Code § 501(c)(19) Posts or organizations of past or present members of the Armed Forces;
3. IRS Code § 501(c)(3) private nonprofit organizations authorized to do business in Texas;
4. Texas chapters of IRS Code § 501(c)(4) Veterans service organizations; or
5. Non-profit organizations authorized to do business in Texas with experience providing services to Veterans.

G. Not Eligible to Apply

1. **Individuals;**
2. For-profit entities;
3. Units of federal or state government, including state agencies, colleges, and universities;
4. Organizations that have not fulfilled all legal requirements to operate in the state of Texas; and
5. Organizations that do not have current operations in Texas or a Texas-based chapter.

H. Funding Amounts and Financial Documentation

Eligible Applicants are encouraged to request a specific funding amount from the options below.

- \$5,000
- \$15,000
- \$20,000
- \$50,000
- \$75,000
- \$100,000
- \$125,000
- \$150,000
- \$200,000
- \$300,000
- \$400,000
- \$500,000

The amount of funding requested by an Eligible Applicant will determine the financial documents the Eligible Applicant must provide. An Eligible Applicant **must provide the minimum** required financial documentation listed below for the range in which their requested grant amount falls. An Eligible Applicant may supply financial documentation that is greater than what is required for an H4TXH Grant Amount, but may not supply less than the Minimum Required Financial Documentation to be eligible for consideration.

H4TXH Grant Amount	Minimum Required Financial Documentation
<ul style="list-style-type: none"> • \$500,000 • \$400,000 • \$300,000 	Most recent Audit report and Management Letter
<ul style="list-style-type: none"> • \$200,000 • \$150,000 • \$125,000 • \$100,000 	Independently Reviewed Financial Statements
<ul style="list-style-type: none"> • \$75,000 • \$50,000 • \$20,000 • \$15,000 • \$5,000 	Compilation of Financial Statements

I. Award Amount Available and Number of Awards

The current amount available for awarding with H4TXH is \$3,000,000; \$1.5 million will be available in year 1 and \$1.5 million in year 2 of this grant. This is a 2-year grant. The number of awards will be dependent upon the H4TXH grant amounts awarded to Eligible Applicants. **Requested grant amounts should be one of the specific grant amounts listed above in Section H.**

J. Texas Administrative Code

All applicants should review and be familiar with the TVC administrative rules governing the Fund for Veterans' Assistance Program. These rules are published in 40 Texas Administrative Code, Part 15, Chapter 460, found at:

[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac_view=3&ti=40&pt=15](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=3&ti=40&pt=15)

K. Prohibited Uses of Funds

- **Supplanting of Funds**

A grant made to an organization or unit of local government is intended to provide services and/or assist Veterans and their families through the existing structure of the organization. It is not the intent of this grant to supplant existing funds, but to supplement existing funding.

- **Duplication of Services**

Grant funds are not to be used to conduct activities or to provide services that are the same as those currently provided by the Texas Veterans Commission. Services provided by the Texas Veterans Commission include Claims Representation and Counseling, Education, Employment, as well as the Women Veterans and Veteran Entrepreneur Programs. More information about the programs can be found on the website, <http://www.tvc.texas.gov/Home.aspx>.

- **Sub-Grants**

Sub-Granting is an award made by a Grantee to another organization or agency using FVA grant funds. This is prohibited under Texas Administrative Code, Title 40, Part 15, Section 460.10(2).

- **Capital Expenditures**

Capital expenditures are those expenditures of tangible personal property having a useful life of more than one year and an acquisition cost which equals **or** exceeds the lesser of the capitalization level established by the organization for financial statement purposes, or \$5,000.

Vehicle purchase and capital leases are prohibited. "Use" leases or "operational" leases are allowable only when specifically authorized in the Grant Award.

L. Grant Management Standards

All grants awarded by the Texas Veterans Commission must follow the applicable Uniform Grant Management Standards (UGMS) which can be found at www.governor.state.tx.us/files/state-grants/UGMS062004.doc. The state standards follow the applicable federal grant guidelines published by the Office of Management and Budget (OMB). The OMB federal guidelines are found at: http://www.whitehouse.gov/omb/circulars_default. In the event of a conflict between UGMS and applicable federal law, the provisions of federal law apply.

The type of organization will dictate which guidelines **MUST** be complied with. The regulations for non-profits and state and local governments are listed below:

Non-Profit	Administrative Requirements: 2 CFR 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
	Costs: 2 CFR 230 (OMB Circular A-122), Cost Principles for Nonprofit Organizations
	Audit: OMB Circular A-133, Audits of States, Local Governments, and Nonprofit Organizations

State, Local or Indian Tribal Government	Administrative Requirements: OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
	Costs: 2 CFR 225 (OMB Circular A-87), Cost Principles for State, Local and Indian Tribal Governments
	Audits: OMB Circular A-133, Audits of States, Local Governments, and Nonprofit Organizations

In addition to the above OMB Cost circulars, this grant has restrictions regarding how grant dollars may be spent. See the *Cost Principles Side by Side* posted on the FVA website for additional cost guidance on allowable and unallowable expenditures.

V. Grant Application

Grant Applicants are required to complete Appendix I - The H4TXH Application. Each section description provides an explanation of the information required to complete Appendix I - The H4TXH Application. Appendix I - The H4TXH Application should be completed as instructed and using Microsoft Word. The font should be 11 pt. using 8 ½” x 11” paper. All pages are to be numbered and submitted in the same order as in Appendix I - The H4TXH Application. The organization must complete all requested information. **If there is a line that does not apply, write “NA” on that line. Do not leave blank lines.**

The information supplied by the Applicant in Appendix I - The H4TXH Application will be used to evaluate and score all applications. Applicants should provide sufficient detail to allow evaluation of the Proposed Project.

The following is additional information that pertains to the sections in Appendix I - The H4TXH Application:

Applicant Information

Legal Name of Organization. The organization’s legal name and/or assumed name must be used.

Texas Address. If the headquarters or main offices of an applicant organization are located outside of Texas, list the Texas-based office address that will be used for the project.

Employer Identification Number (EIN). This number is issued by the IRS. Additional information on the EIN and how-to obtain one can be found at: <http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/How-to-Apply-for-an-EIN>. **Do not leave blank.**

DUNS number. Enter your organization’s Dun and Bradstreet, Data Universal Numbering System (DUNS) number. Additional information on obtaining a DUNS number can be found at: <https://iupdate.dnb.com/iUpdate/viewiUpdateHome.htm>. **Do not leave blank.**

Applicant Contact & Title. Provide the name, title, phone, fax, and email for those organization employees who will be overseeing the Grant Project and overseeing the grant expenditures and finances.

True and Correct Statement. The Authorized Signature block should be signed by the person who has the authority to enter into legal agreements for the organization. **Applications must be submitted by an authorized agent of the applicant organization.**

Part 1: Organization Information

A. Organization Overview

300 words maximum for all parts of A. Organization Overview.

1. Supply a brief overview of your organization.
2. Enter your organization's mission statement.
3. If the proposed program in the grant application is a service or program that is not currently offered, do not list that.

B. Organizational Structure

100 words maximum for B. Organization Structure Question 1.

1. Describe the organizational structure as instructed. Refer to Section III. Definitions of Key Terms, if needed.
2. Enter information into the table as instructed. Refer to Section III. Definition of Key Terms, if needed. Résumés must be included as part of the Application Package for Principal Participants.

C. Partnerships

Enter information into the table as instructed. Only list organizations that will be involved in delivering Proposed Project services. Do not list partner agencies that are not affiliated with the Proposed Project.

D. Previous FVA and H4TXH Grant Awards

Enter information into the table as instructed. If an amendment was received and the end date of the grant was extended by the amendment, use the extended date as the End Date in this section. Enter the total amount of previous FVA grants directly below the table.

E. Other Grants

Enter information into the table as instructed. List all grants received by the organization for the **past 2 years**. Do not include FVA grants in this section; use Section D for previous FVA grants. Do not list in-kind donations. If an audit was performed by a third-party CPA firm that included the grant listed, indicate "Yes" under Audit Performed. If more room is needed to list all grants, add lines. Enter the total amount of other grants directly below the table.

Part 2: Grant Project Information

A. Amount Requested

Check the one box for the amount being requested.

B. Geographic Service Area(s)

Check each county in which Beneficiaries will be served by this project, regardless of the Region the county is located in. If the project will serve Beneficiaries across the state of Texas, select the statewide box.

C. Project Summary

300 words maximum for all parts of C. Project Summary.

1. Enter the project name.
2. Enter a brief description of the project.
3. Enter a description of how services will be delivered to Beneficiaries. Review the Beneficiary Worksheet for Beneficiary requirements.

Part 3: Reporting and Management

In order to assist the organization in reaching its goals, this grant has established quarterly benchmarks regarding the percentage of the total amount of the grant to be expended and performance targets, with the ultimate goal being 100% of the funding spent by the end of the Grant Period on June 30, 2016. The dates correspond to 3-month time intervals.

Date	Grant Period Elapsed	Amount Expended	Performance Met
October 1, 2014	12.5%		
January 1, 2015	25%	15%	15%
April 1, 2015	37.5%		
July 1, 2015	50%	40%	40%
October 1, 2015	62.5%		
January 1, 2016	75%	70%	70%
April 1, 2016	87.5%		
June 30, 2016	100%	100%	100%

If these targets are not met, a Corrective Action Plan may be put in place by the FVA. The issuance of a Corrective Action Plan may adversely affect the organization’s ability to receive additional FVA grants.

A. Performance Measures

Enter information into the table as instructed. In the “Estimated Number of Clients to be Served,” enter the number of unique and Unduplicated veterans, Dependents and surviving spouses to be served by the Proposed Project during the Grant Period.

B. Fiscal Reporting

1. Check the box next to the applicable accounting software. If your organization uses software that is not listed, enter the type used. Do not leave any item unmarked.
2. Check “YES” or “NO” for each question as instructed.
3. Check “TRUE” or “FALSE” for each question as instructed.

Part 4: Budget and Budget Narratives

All grants awarded by the Texas Veterans Commission must follow the applicable Uniform Grant Management Standards (UGMS) which can be found at www.governor.state.tx.us/files/state-grants/UGMS062004.doc. The state standards follow the applicable federal grant guidelines published by the Office of Management and Budget (OMB). The OMB federal guidelines are found at: http://www.whitehouse.gov/omb/circulars_default. In the event of a conflict between UGMS and applicable federal law, the provisions of federal law apply.

The type of organization will dictate which guidelines MUST be complied with. The regulations for non-profits and state and local governments are listed below:

Non-Profit	Administrative Requirements: 2 CFR 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
	Costs: 2 CFR 230 (OMB Circular A-122), Cost Principles for Nonprofit Organizations
	Audit: OMB Circular A-133, Audits of States, Local Governments, and Nonprofit Organizations

State, Local or Indian Tribal Government	Administrative Requirements: OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
	Costs: 2 CFR 225 (OMB Circular A-87), Cost Principles for State, Local and Indian Tribal Governments
	Audits: OMB Circular A-133, Audits of States, Local Governments, and Nonprofit Organizations

In addition to the above OMB Cost circulars, this grant has restrictions regarding how grant dollars may be spent. See the *Cost Principles Side by Side* posted on the FVA website for additional cost guidance on allowable and unallowable expenditures.

The above-listed OMB circulars MUST be used as guidance for all budgets and budget narratives along with the *Cost Guidelines*. Failure to follow these guidelines in developing budgets and project costs can result in unallowable costs.

The budget section is comprised of nine tables. Each table, if applicable to the Proposed Project, must be completed. Microsoft Excel tables have been inserted into the application document. Use the tables to the extent they apply to the Proposed Project.

To activate the Excel table, double-click on the table. This will open an active Excel window to be filled in. Once all information is entered into an Excel budget table, all totals will calculate automatically. The formulas and headings should not be changed. If additional lines are needed, they may be inserted into this Excel table using the Insert function. Do not use decimals, round to the nearest dollar.

A. Salaries and Wages

1. Complete the table as instructed. For each employee directly associated with the Proposed Project, enter the position title, employee’s name, the percent of time allocated to the Proposed Project, and their annual salary. Do not include employees that are general administration such as accounting, personnel/human resources if they are already included in indirect charges. For additional clarification on direct costs, review 2 CFR 230, Appendix A, B (Direct Costs for Nonprofit Organizations) and 2 CFR 225, Appendix A, B (Direct Costs for State, Local, and Indian Tribal Governments).
2. Describe the role and impact as instructed.

B. Fringe Benefits

1. Complete the table as instructed. For each position listed in Table A enter the annual fringe benefits associated with that position.
2. Describe the costs covered in this category as instructed, including health insurance, leave time, social security, and any other applicable fringe benefits.

C. Travel

1. The H4TXH grant does not allow travel except travel directly related to providing services to Beneficiaries. List the estimated travel miles and a description of services.

D. Equipment

1. Complete the table as instructed. Equipment is an article of tangible personal property that has a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the organization's level of capitalization or \$5,000. List any equipment that will be purchased with this grant. Refer to the applicable OMB cost guidance. If a nonprofit, use 2 CFR 230, Appendix B, 15 and if a local government, use 2 CFR 225, Appendix B, 15. Under this grant, enter only equipment that will be used generally for all work associated with the Proposed Project.
2. Describe the role and impact as instructed.

E. Supplies

1. Complete the table as instructed. This category would include paper and other consumable items. Under this grant, enter only supplies that will be used generally for all work associated with the Proposed Project.
2. Describe the role and impact as instructed.

F. Client Services

1. Complete the table as instructed. Client Services are the home modifications that will be made using this grant and should consist of labor and supplies to accomplish the modifications for each client/Beneficiary. The maximum allowable per client/Beneficiary is \$10,000. Use the number of clients to be served and the H4TXH Beneficiary Worksheet as a guide.
2. Describe the role and impact as instructed. The narrative should include but not be limited to the amount per hour that contractors and/or laborers will be paid, and a list of the type of supplies to be used on modification projects and unit prices.

G. Construction

This line is not applicable to this FVA grant application and should be left blank. Construction of buildings is not allowed with this grant. All housing modifications for Beneficiaries should be listed under Client Services.

H. Other Direct Costs

1. Complete the table as instructed. Any costs associated with this project that have not been listed in a previous Budget Category table should be listed here. Any item listed in Other may not be included in Indirect Charges. For example, if rent is listed in the Other table, do not include rent as an Indirect Charge.
2. Describe the role and impact as instructed.

I. Total Direct Charges

This line is a summation of all prior tables, A - H. These are direct charges, meaning that any costs in lines A – H are directly attributable to this project.

J. Indirect Charges

1. If applicable, complete the table as instructed. **Indirect charges may only be requested if the applicant organization has a current indirect cost agreement with the federal government and this rate must be used, but may not exceed 7%.** The maximum total amount of the indirect charge allowed with this grant is 7%. A copy of the federal indirect negotiated cost

agreement must be submitted as part of the Application Package, if the organization is requesting Indirect Charges.

- a. If an applicant organization does not have an indirect cost agreement with the federal government, all charges requested as part of this application must be included in one of the direct cost tables listed previously.
2. Describe the role and impact as instructed.

K. Budget Table

Enter all the total lines from tables A – H and J into the Budget Table (Line I will calculate automatically). Each line in the budget table corresponds to a section of the budget. This is the total budget for the Proposed Project. **The amount of the grant being requested must equal the total budget number in this table.**

L. Matching Funds

Describe other funding sources and/or matching funds, if any, that exist for the project.

Part 5: Need Marketing, and Evaluation

A. Need Identified

1. Describe the community needs or problems that the Proposed Project will address.
2. Describe how the Proposed Project will address these identified needs or problems.

B. Marketing and Outreach

Describe all planned marketing and outreach efforts for the Proposed Project as instructed.

C. Evaluation

1. Describe how you will measure the effectiveness of the activities of the Proposed Project.
2. Describe your criteria for success.
3. Describe the results you expect to have achieved by the end of the funding period.

VI. Application Review and Award Process

Applications received will be reviewed for eligibility and deemed **Ineligible** if one or more of the following applies:

- Appendix I - The H4TXH Application is not complete.
- Minimum Financial Documentation is not provided.
- The Application Package is missing required attachments or signatures.
- If an A-133 Audit completed in the past 2 years has material findings.
- If the organization has an exclusion record listed on the General Services Administration (GSA) System for Award Management (SAM).
- The Application Package is received after the deadline.

Each eligible application will be scored. The highest score attainable is 100 points.

Eligible applications reviewed by FVA staff, will be given to the FVA Advisory Committee for their award recommendations.

The FVA Advisory Committee will meet in Austin, Texas on or about February 28, 2014 for a public presentation of the Proposed Projects by Applicants. On or about April 11, 2014 the FVA Advisory Committee will meet in an open meeting to make their award recommendations. Additional information on these meetings will be available and shared at a later date. **The dates of these meetings are subject to change.**

The funding recommendations made by the FVA Advisory Committee will be presented to the Commission on or about May 7, 2014 for awarding approval of the FVA grants. Additional information on this meeting will be made available at a later date. **The date of this meeting is subject to change.**

If any part of the submitted application needs to be revised (for example, if the Grantee is awarded an amount other than that requested), the Awarded Applicant must submit a revised application. The Agency will provide instructions and guidelines for the submission of the revised application.

After an application is submitted to the FVA and prior to the TVC Commission making the grant awards, the TVC and FVA staff will not be able to discuss application status with any organization.

Applicants shall be notified in writing of the Commission's decision regarding a grant award.

VII. Application Seminar/Webinar and Questions

Potential applicants will have the opportunity to participate in an informational meeting to be held in Austin, Texas and will be available via webinar. The webinar will accommodate those organizations that are unable to travel to Austin. Information regarding the meeting and webinar will be available on the FVA website and shared at a later date.

The informational meetings will address any questions regarding the application or application process, but will not address a specific project or an organization's application.

All questions pertaining to this RFA must be submitted to grants@tvc.texas.gov with "H4TXH Question" in the subject line of the email. Responses will be posted on the FVA website every Friday; <http://www.tvc.texas.gov/Apply-For-A-Grant.aspx>.

VIII. Application Package

A complete Application Package includes submission of original signature pages AND submission of the items below. Failure to complete all required forms OR to provide an authorized signature may negatively impact the application or result in ineligibility.

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

The Application Package includes the following items:

1. The Application Checklist
2. Appendix I - The H4TXH Application (Page 1 of Appendix I - The Application **MUST** be signed and the signature **MUST** be original)
3. Résumés of the principal participants in the organization
4. Financial Documentation (per Section IV. H. above)
5. IRS Tax determination letter regarding non-profit status, if not a unit of local government
6. Current federal indirect negotiated cost plan, if applicable
7. A copy of current professional liability insurance and/or malpractice insurance policy, if applicable

IX. Application Submission

A. Application Deadline

The application period opens November 1, 2013 and will close January 9, 2014. Applications must be received no later than 4:00 p.m. at the FVA office in Austin, Texas on January 9, 2014.

Applicant shall be solely responsible for ensuring their application is received by TVC prior to the

deadline outlined in this RFA. To meet the deadline, the application must be timely submitted by both paper and electronic means. See Section IX.B.

Applications shall be considered to be "on time" if they are received on or before the established deadline date and time. Applicant shall be solely responsible for ensuring that Application is received by TVC prior to the deadline outlined in this RFA. TVC 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. TVC accepts no responsibility for delays in shipping or mailing. Failure to respond in a timely manner to this request 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.

B. Application Format and Delivery Method

Two copies of the Application Package must be submitted: one paper submission and one electronic submission.

For the paper submission, use letter-size, 8 1/2" x 11" paper, font size 11 points. All pages should be single-sided, numbered and submitted in the order listed above. Do not use staples, rubber bands, folders, or any other binding. Use one binder clip for the entire Application Package. Faxed Applications will not be accepted. This applies to all required attachments, including financial documentation.

Applications may be sent via U.S. Mail to:

Texas Veterans Commission
H4TXH Application
P.O. Box 12277
Austin, Texas 78711-2277

Applications may be delivered via overnight, hand delivery or courier service to:

Texas Veterans Commission
H4TXH Application
William B. Travis Building
1701 N. Congress Avenue, Suite 9-100
Austin, Texas 78701

For the electronic submission, the Application Package is to be submitted in a PDF file no larger than 20 MB. The electronic submission must have the words "H4TXH Grant" in the subject line and emailed to grants@tvc.texas.gov.

All costs associated with the preparation and submission of an Application for this RFA are the responsibility of Applicant. These costs shall not be chargeable to TVC by any successful or unsuccessful Applicant.

X. Timeline for H4TXH Grant Applications

- | | |
|------------------|---|
| November 1, 2013 | RFA opens with documents posted at www.tvc.texas.gov/Apply-For-A-Grant.aspx |
| December 4, 2013 | Informational application webinar. Additional information will be posted on website. |
| January 9, 2014 | All applications must be received by 4:00 p.m., FVA office in Austin, Texas. |

February 28, 2014	All organizations may present their application to the FVA Advisory Committee in Austin. Applicants will be limited to 5 minutes per organization. Additional information will be posted on the website at a later date. This date is subject to change.
April 11, 2014	FVA Advisory Committee meets in Austin, Texas. Additional information will be available at a later date. This date is subject to change.
May 7, 2014	TVC Commission meeting. Austin, Texas. Additional information will be available at a later date. This date is subject to change.
May – June, 2014	Notice of Grant Awards to be sent to funded organizations.
July 1, 2014	Grant Funding Period begins.
July 2014	Mandatory grantee training. Additional information will be available at a later date.
June 30, 2016	Grant Funding Period ends.

PROGRAM REQUIREMENTS

I. Grant Memorialized in Notice of Grant Award

Grant Awards will be memorialized through a Notice of Grant Award (“NOGA”) negotiated with those Grantees selected through the evaluation process to have been awarded grant funds by the Commission. Submission of an Application confers no rights of Applicant to an award or a subsequent NOGA, if there is one. The issuance of this RFA does not guarantee that a NOGA will ever be awarded. TVC reserves the right to amend the terms and provisions of the RFA, negotiate with Applicant, add, delete, or modify the NOGA and/or the terms of Application submitted, extend the deadline for submission of Application, or withdraw the RFA entirely for any reason solely at TVC’s discretion, as consistent with the applicable OMB circulars. An individual Application may be rejected if it fails to meet any requirement of this RFA. TVC may seek clarification from Applicant at any time, and failure to respond within three (3) business days is cause for rejection of an Application.

Awarded Applicant understands and agrees that the Commission may, in its sole discretion, grant funds in greater or lesser amounts and/or for greater or lesser periods of time than requested in its application.

Upon execution of a NOGA resulting from this RFA, the term "Applicant" shall have the same meaning as "Awarded Applicant" and “Grantee.”

II. Order of Precedence

In the event of conflicts or inconsistencies, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- A. Notice of Grant Award
- B. Request for Applications (incorporated by reference)
- C. Appendix I – The H4TXH Application (most recent version that conforms to grant award is incorporated by reference)

III. Conflicting RFA Language

In the event that 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.

IV. Notice

Any notice or written communication between the Agency and Awarded Applicant shall be considered delivered when delivered electronically or postmarked, except that such notice or written communications sent by certified mail, return receipt requested, or delivered in person to the authorized representative of the party designated in accordance with the NOGA shall be considered to be delivered when received.

V. Change of Principle Participants

Awarded Applicant, 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 and skilled in the tasks necessary to accomplish the Grant Project. Awarded Applicant shall provide to TVC prior written notice of any proposed change in key personnel involved in accomplishing the Grant Project. No substitutions of key personnel will be made without the prior written consent of TVC. All requested substitutes must be submitted to TVC. The key personnel that will be assigned to work on the Grant Project are considered to be essential to the accomplishing the Grant Project.

VI. Changes to Program

Awarded Applicant will promptly notify the Agency if any organizational changes occur such that information contained in its NOGA is no longer correct, or that would render the organization ineligible for an FVA grant award.

VII. Option to Amend

Any changes, additions, or deletions to the NOGA or Approved Application must be executed through a grant amendment. A Grantee may request an amendment as outlined in the FVA Amendment Policy. Amendments may modify the approved budget, grant period, or scope of the Grant Project as described in the Approved Application. Each amendment request will be considered on a case-by-case basis. A Grantee may have no more than three (3) formal amendments during a grant period. Amendment requests seeking to change the award amount must be brought before the Commission for approval prior to the end of the grant period. All other amendment requests must be submitted no later than thirty (30) days prior to the end of the grant period. All decisions on amendments are final and non-appealable.

None of the parties to the NOGA will be bound by any oral statements, agreements, or representations contrary to the written requirements and terms and conditions contained in the Request for Applications and NOGA.

VIII. Reporting Requirements

Awarded Applicants are required to submit monthly expenditure reports and quarterly performance reports. These reports will be in the form and contain the information specified by the Agency and will have the following deadlines.

Reporting Period	Monthly Expenditure Report Due	Quarterly Performance Report Due
7/1 – 7/31/2014	8/15/2014	
8/1 – 8/31/2014	9/15/2014	
9/1 – 9/30/2014	10/15/2014	10/15/2014
10/1 – 10/31/2014	11/15/2014	
11/1 – 11/30/2014	12/15/2014	
12/1 – 12/31/2014	1/15/2015	1/15/2015
1/1 – 1/31/2015	2/15/2015	
2/1 – 2/28/2015	3/15/2015	
3/1 – 3/31/2015	4/15/2015	4/15/2015
4/1 – 4/30/2015	5/15/2015	
5/1 – 5/31/2015	6/15/2015	
6/1 – 6/30/2015	7/15/2015	7/15/2015
7/1 – 7/31/2015	8/15/2015	
8/1 – 8/31/2015	9/15/2015	
9/1 – 9/30/2015	10/15/2015	10/15/2015

10/1 – 10/31/2015	11/15/2015	
11/1 – 11/30/2015	12/15/2015	
12/1 – 12/31/2015	1/15/2016	1/15/2016
1/1 – 1/31/2016	2/15/2016	
2/1 – 2/28/2016	3/15/2016	
3/1 – 3/31/2016	4/15/2016	4/15/2016
4/1 – 4/30/2016	5/15/2016	
5/1 – 5/31/2016	6/15/2016	
6/1 – 6/30/2016	7/15/2016	7/15/2016

A. Monthly Report

Grantee shall provide to FVA a monthly expenditure report in a format prescribed by the FVA and must contain an authorized signature. The due date for the report is the 15th of the month following the end of the reporting month.

B. Quarterly Report

Grantee shall provide to FVA a quarterly performance report and project narrative in a format prescribed by the FVA. The due date for the report is the 15th of the month following the end of the reporting quarter.

C. Closeout Report

The closeout report shall be submitted to FVA in the format designated by FVA, and is due no later than sixty (60) days after the end of the grant period. This report is in addition to the final monthly expenditure and final quarterly performance report.

D. Supporting Documentation

Accounting records, including expenditure reports, shall be supported by source documentation such as canceled checks, paid bills, timecards, payrolls, etc. The Agency may deny or disallow unsupported expenses and may require that funds expended for unsupported expenses be returned.

E. Failure to Comply with Reporting Requirements

Failure of Grantee to comply with any of the reporting requirements in this agreement may result in the withholding or revocation of the grant, the refund to the FVA of grant funds disbursed, and/or Grantee's ineligibility for future grant funds.

IX. Accounting System

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.

X. Texas Veterans Commission Recognition

Grantee shall include, where possible, the following information on the Grantee website and on all Grant Project-related materials, brochures, flyers, and forms:

- Texas Veterans Commission website URL;
- Fund for Veterans' Assistance logo;
- The following statement:

“This program is supported by a grant from the Texas Veterans Commission *Fund for Veterans’ Assistance*. The *Fund for Veterans’ Assistance* provides grants to organizations serving veterans and their families.”

If requested by the Agency, the Grantee will provide information regarding grant performance, success stories, and other information that can be used by the Agency to publicize the grant program and the Fund for Veterans’ Assistance.

XI. Release of Information by Awarded Applicant

Awarded Applicant agrees to notify and seek approval from Agency prior to releasing any information to the news media regarding the activities being conducted under the Notice of Grant Award resulting from this RFA.

XII. Inspections

Throughout the effective period of a NOGA resulting from this RFA, all work products shall be subject to inspection and testing by authorized TVC representatives. In order to comply with legally binding requirements of client confidentiality and attorney-client privilege, in regard to any record that has client-identifying or confidential information, Grantee may redact the identifying or confidential information.

XIII. Compliance Reviews

Visits to one or more of a Grantee's places of business may be made as determined by Agency representatives to inspect and review a project's physical facilities, financial records, personnel records, operational policies and procedures, including but not limited to observation of Grantee's delivery of services, and such other aspects of a Grantee's project as reasonably necessary to ensure compliance with the NOGA and these provisions. In order to comply with legally binding requirements of client confidentiality and attorney-client privilege, in regard to any record that has client-identifying or confidential information, Grantee may redact the identifying or confidential information.

XIV. Eligibility Determination

The Grantee must ensure that clients served using FVA grant funds are eligible to receive services prior to requesting reimbursement for services provided to these clients. Eligibility documentation must be maintained in the clients’ records. In specific extenuating circumstances it may be unreasonable to obtain eligibility documentation for rendering services. These situations will be approved during the application. The Grantee must still document due diligence to determine veteran, dependent, or spousal status.

TERMS AND CONDITIONS

I. Conflict of Interest

Applicants must disclose any existing or potential conflicts of interest relative to the performance of the requirements of this RFA. Failure to disclose a conflict of interest may be cause for disqualification of an Application or termination of an Agreement resulting from this RFA. If, following a review of this information, it is determined by TVC that a conflict of interest exists, Applicants may be disqualified from further consideration.

II. Release of Application Information by TVC

Public Information Act. Awarded Applicant understands and acknowledges that as a Texas state agency, TVC is subject to the provisions of the Texas Public Information Act (“PIA”), Government Code, Chapter 552 as interpreted by judicial opinions and the opinion of the Attorney General of the state of Texas. Awarded Applicant will cooperate with TVC in the production of documents responsive to any such requests under the Public Information Act. TVC will make a determination whether to submit a Public Information Act request to the Attorney General.

All submitted Applications become the property of TVC after the RFA submission deadline date. Upon acceptance of the Notice of Grant Award, all information submitted with Applicant’s Application becomes public record and all information submitted with Awarded Applicant’s Application becomes part of the Notice of Award. 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. 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 receipt of public information request after the Agreement is awarded. The production of any material under the Agreement shall not have the effect of violating or causing TVC to violate any law, including the Texas Public Information Act.

III. Assignment or Subcontracting

No rights, interest, or obligations in an Agreement resulting from this RFA shall be assigned, subcontracted, or delegated by Awarded Applicant without prior written permission of TVC Point of Contact. Any attempted assignment or delegation by Awarded Applicant shall be wholly void and totally ineffective for all purposes unless made in conformity with this Paragraph. No assignment or subcontract shall relieve Awarded Applicant of any responsibility under this RFA.

IV. Indemnification

To the extent allowed by law, Awarded Applicant agrees to indemnify, defend and hold harmless the State of Texas, TVC, as well as officers, agents, and employees of TVC from any liability, for any and all claims, demands, fees, suits or actions of any nature whatsoever, including but not limited to personal injury or illness, bodily injury (including death) and property damage occurring in connection with or in any way incident to or arising out of the use, service, operation or performance of work under the terms of the Agreement, except claims, demands, fees, suits or actions arising from any negligence by TVC, its officers, agents, employees, contractor, subcontractors or any negligence of a third party, its (their) officers, agents, employees, contractors, subcontractors. TVC shall give Awarded Applicant written notice of each such claim or suit and full right and opportunity to conduct Awarded Applicant's own defense thereof, together

with full information and all reasonable cooperation. Awarded Applicant shall coordinate its defense with the Texas Attorney General as requested by TVC.

Additionally, if Awarded Applicant requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, Awarded Applicant shall indemnify, defend and hold harmless, to the extent allowed by law, the State of Texas, TVC, as well as officers, agents, and employees of TVC, from any liability, for any and all claims, demands, fees, suits or actions of any nature whatsoever, from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify (to the extent allowed by law) the State of Texas, TVC, as well as officers, agents, and employees of TVC, from any cost, expense, royalty or damage which the State of Texas, TVC, as well as officers, agents, and employees of TVC may be obligated to pay by reason of any infringement at any time during the performance of or after completion of the work. Awarded Applicant represents and warrants that it has determined what licenses, patents, and permits are required under the Agreement and has lawfully acquired all such licenses, patents, and permits.

Notwithstanding any indemnification clause, TVC shall have full authority to conduct its own defense, negotiations, and settlements, but Awarded Applicant's indemnification (to the extent allowed by law) nevertheless remains in full force and effect. Any settlement shall only be reimbursable by Awarded Applicant if Awarded Applicant approves such settlement in advance, and any liability upon unsuccessful defense shall only be reimbursable by Awarded Applicant if Awarded Applicant has full opportunity to participate equally in the defense of the action.

V. Severability and Strict Performance

The invalidity, illegality, or unenforceability of any provisions of the NOGA shall in no way affect the validity, legality, or enforceability of any other provisions.

Each and every right granted to TVC and Awarded Applicant 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 TVC or Awarded Applicant at any time to require strict performance of any provision or obligation contained herein shall not constitute a waiver or diminish the rights of either party thereafter to demand strict compliance. Neither TVC's review, approval, nor acceptance of program components, nor payment under this Agreement, shall be construed to operate as a waiver of any rights under the Agreement, or of any cause of action arising out of the performance required by the Agreement.

VI. Audit and Access to Records

- A.** Pursuant to Texas Government Code 2262.003, Awarded Applicant acknowledges that acceptance of funds under the Agreement acts as acceptance of the authority of (1) the Texas State Auditor's Office, or any successor agency, (2) the Texas State Auditor's Office or any successor agency, under the direction of the Texas Legislative Audit Committee, (3) TVC's Internal Auditor, and (4) any external auditors selected by TVC or any auditors selected by the United States, (Collectively referred to as "Audit Entities") to conduct an audit or investigation in connection with those funds. Awarded Applicant further agrees to cooperate fully with Audit Entities in the conduct of the audit or investigation, including providing all records requested. Awarded Applicant shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Awarded Applicant and the requirement to cooperate is included in any subcontract Awarded Applicant awards.
- B.** Awarded Applicant shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Awarded Applicant in connection with the

Project. These records and accounts (which includes all receipts of expenses incurred by Awarded Applicant) shall be retained by Awarded Applicant and made available for inspecting, monitoring, programmatic or financial auditing, or evaluation by TVC and by others authorized by law or regulation to do so for a period of not less than three (3) years from the date of completion of the Grant Project or the date of the receipt by TVC of Awarded Applicant's final claim for payment or final expenditure report or until a resolution of all billing questions in connection with the Agreement, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed. Awarded Applicant shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the Grant Project carried out under the Agreement. Awarded Applicant and any subcontractors shall provide any Audit Entities with any information the entity deems relevant to any monitoring, investigation, evaluation, or audit.

- C. TVC reserves the right to require the reimbursement of any over-payments determined as a result of any audit or inspection of records kept by Awarded Applicant on work performed under the Agreement. Awarded Applicant shall reimburse TVC within 30 calendar days of receipt of notice from TVC of overpayment. Awarded Applicant's failure to comply with this "Audit and Access to Records" section shall constitute a material breach of the Agreement.

VII. Applicable Law and Venue

The Agreement and any incorporated documents shall be governed by and construed in accordance with the laws of the State of Texas. The exclusive venue of any suit brought concerning the Agreement and any incorporated documents is fixed in any Court of competent jurisdiction in Travis County, Texas, and all payments under the Agreement shall be due and payable in Travis County, Texas.

VIII. Applicant Responsibilities/Compliance with Laws

Applicant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the Agreement, including, if applicable, workers compensation laws, compensation statutes and regulations, and licensing laws and regulations. When requested to do so by TVC, Applicant shall furnish TVC with satisfactory proof of its compliance.

IX. Dispute Resolution

The dispute resolution process provided for in Texas Government Code, Chapter 2260 shall be used by TVC and Awarded Applicant ("Respondent") to resolve any dispute arising under the NOGA. The dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, to attempt to resolve a claim for breach of contract asserted by the Respondent under the NOGA. If the Respondent's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, it shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Respondent shall submit written notice, as required by Chapter 2260, to the Deputy Comptroller or his or her designee. The notice shall also be given to the individual identified in the NOGA for receipt of notices. Compliance by the Respondent with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

The contested case process provided in Chapter 2260 is the Respondent's sole and exclusive process for seeking a remedy for an alleged breach of contract by TVC if the Parties are unable to resolve their disputes as described above.

Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. Neither the

execution of the NOGA by TVC nor any other conduct of any representative of TVC relating to the NOGA shall be considered a waiver of sovereign immunity to suit.

For all other specific breach of contract claims or disputes under the NOGA, TVC and the Respondent shall first attempt to resolve them through direct discussions in a spirit of mutual cooperation. If the Parties' attempts to resolve their disagreements through negotiations fail, the dispute will be mediated by a mutually acceptable third party to be chosen by TVC and the Respondent within fifteen (15) days after written notice by one them demanding mediation under this Section. The Respondent shall pay all costs of the mediation unless TVC, in its sole good faith discretion, approves its payment of all or part of such costs. By mutual agreement, TVC and the Respondent may use a non-binding form of dispute resolution other than mediation. The purpose of this Section is to reasonably ensure that TVC and the Respondent shall, in good faith, utilize mediation or another non-binding dispute resolution process before pursuing litigation. TVC's participation in, or the results of, any mediation or other non-binding dispute resolution process under this Section or the provisions of this Section shall not be construed as a waiver by TVC of (1) any rights, privileges, defenses, remedies or immunities available to TVC as an agency of the State of Texas or otherwise available to the TVC; (2) TVC's termination rights; or (3) other termination provisions or expiration dates of the NOGA.

Notwithstanding any other provision of the NOGA to the contrary, unless otherwise requested or approved in writing by TVC, the Respondent shall continue performance and shall not be excused from performance during the period any breach of contract claim or dispute is pending under either of the above processes; however, the Respondent may suspend performance during the pendency of such claim or dispute if the Respondent has complied with all provisions of Section 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

X. Force Majeure

Neither Awarded Applicant nor Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in any NOGA resulting from this RFA caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

XI. Non-Appropriation of Funds

The NOGA may be terminated if funds allocated to TVC should become reduced, depleted, or unavailable during the grant period, and to the extent that TVC is unable to obtain additional funds for such purposes. TVC shall negotiate efforts as first consideration and if such efforts fail, then TVC shall immediately provide written notification to the Awarded Applicant of such fact and the NOGA shall be deemed terminated upon receipt of the notification, and neither party shall have any further rights or obligations hereunder. Awarded Applicant shall not incur new obligations after the effective date of termination and shall cancel as many outstanding obligations as reasonably practicable. TVC shall be liable for allowable costs incurred up to the time of such termination. Under no circumstances shall this RFA or any provisions herein be construed to extend the duties, responsibilities, obligations, or liabilities of the State of Texas or TVC beyond the then existing biennium.

XII. Termination and Enforcement

Awards may be terminated in whole or in part only if one of the following apply:

- A.** By the awarding agency if a recipient materially fails to comply with the terms and conditions of the award;
- B.** By the awarding agency with the consent of the recipient in which case the two parties shall agree on the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated;
- C.** By the recipient upon sending to the awarding agency written notification setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. If the awarding agency determines in the case of partial termination that the reduced or modified grant will not accomplish the purposes for which the grant was made, it may terminate the grant in its entirety.

PROVISIONS AND ASSURANCES

I. Terrorism

TVC is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing Applicants with the Federal General Services Administration's Excluded Parties List System (EPLS, <http://www.epls.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Applicant is not so prohibited from entering into this NOGA. Moreover, Applicant further certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Applicant is in compliance with the State of Texas statutes and rules relating to procurement and that Applicant 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.epls.gov/>)

II. Certification Concerning Hurricane Relief

Under Section 2155.006(b) of the Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (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 Section 39.459, Utilities Code, 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 Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that any contract resulting from this RFA may be terminated and payment withheld if this certification is inaccurate.

III. Buy America Act

Awarded Applicant certifies that it is in compliance with the Buy America Act in that each end product purchased under any federally funded supply contract exceeding \$2,500 is considered to have been substantially produced or manufactured in the United States. End products exempt from this requirements are those for which the cost would be unreasonable, products manufactured in the U.S. that are not satisfactory quality, or products for which the agency head determines that domestic preference would be consistent with the public interest. Performing Agent also certifies that documentation will be maintained that documents compliance with this requirement (FAR 25.1-2).

IV. Buy Texas

In accordance with Texas Government Code, Section 2155.4441, the State of Texas requires that during the performance of a contract for services, Awarded Applicant shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.

V. Certification Concerning Family Code/Child Support Arrears

Under Family Code § 231.006, relating to child support obligations, A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to: (1) receive payments from state funds under a contract to provide property, materials, or services; or (2)

receive a state-funded grant or loan. Applicant and any other individual or business entity named in this RFA are eligible to receive the specified payment and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.

VI. Maintain Tax-Exempt Status

Awarded Applicant will maintain its tax exempt status under Section 501(a) of the Internal Revenue Code of 1954, for the life of the grant, and will notify TVC immediately if such status changes.