

STATE OF TEXAS §  
COUNTY OF TRAVIS §

Division/Org Code:	211/211P	Program Name:	Open Source
		Legal/Funding Authority:	84 <sup>th</sup> Texas Legislature GAA, Article, III, Rider 70 TEC §31.071
Speed Chart:	7P536		& §31.075; RFP 701-16-023
Payee Name:	Edge Content LLC	Contract #:	3667
Payee ID:	1844931147	PO #:	36217

## TEXAS EDUCATION AGENCY STANDARD CONTRACT

### ARTICLE I. PARTIES TO CONTRACT

This agreement is entered into by and between the Texas Education Agency ("TEA"), a Texas State Agency and Edge Content LLC ("Contractor").

### ARTICLE II. PERIOD OF CONTRACT

TEA shall pay Contractor for the reasonable and approved costs incurred by Contractor in connection with the Contract Project during the period beginning January 2, 2017, and ending August 31, 2017, unless extended or terminated as otherwise provided for this contract. TEA, at its own discretion, may extend the contract awarded for up to two additional fiscal years under the same or different terms subject to appropriation of funds by the Texas Legislature for this project. If renewed, the renewal period shall be from September 1, 2017 – August 31, 2019.

### ARTICLE III. PURPOSES OF CONTRACT

Contractor shall develop open-source instructional materials to be provided free-of-charge to Texas school districts through the Texas Gateway portal. Contractor shall perform all of the functions and duties set described herein and in the appendices to this Contract, which are attached hereto and incorporated by reference.

### ARTICLE IV. PAYMENT UNDER CONTRACT

Subject to the availability to TEA of funds for the purpose(s) of this contract, TEA shall pay to Contractor by State of Texas warrant(s) the amount not to exceed \$4,900,000.00 for the performance, satisfactory to the TEA, of Contractor's functions and duties under this Contract. Payment to Contractor by TEA will be made in accordance with the Schedule of Task Completion, labeled Attachment 1 is attached hereto and incorporated herein by reference. Contractor shall provide sufficient supporting documentation to TEA for deliverables or services performed.

### ARTICLE V. GENERAL AND SPECIAL PROVISIONS OF CONTRACT

Attached hereto and incorporated herein by reference are the Terms and Conditions and the Special Provisions indicated below with an "X" beside each:

- ☒ Special Provisions A, Program Specific
- ☐ Special Provisions B, Debarment (required if utilizing federal funds)
- ☐ Special Provisions C, Lobbying (required if utilizing federal funds & over \$100,000)
- ☒ Special Provisions D, Historically Underutilized Business Subcontracting Plan (HSP) (required for projects over \$100,000.00)

Texas Government Code §2252.901 prohibits the agency into entering into an employment contract, a professional services contract, or a consulting services contract with a former or retired TEA employee before the first anniversary of their last date of regular employment. If TEA enters into a "professional services" contract with a corporation, firm, or other business entity that employs a former or retired employee during the first year of the past employee's departure from the agency, the former or retired employee is restricted from performing services on projects that the employee worked on while employed at TEA.

Texas Government Code §572.069. CERTAIN EMPLOYMENT FOR FORMER STATE OFFICER OR EMPLOYEE RESTRICTED. A former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving a person may not accept employment from that person before the second anniversary of the date the officer's or employee's service or employment with the state agency ceased.

**ARTICLE VI. ENTIRE CONTRACT**

This contract together with the documents including but not limited to Appendices, Attachments, Exhibits, Proposal Responses, mentioned herein and incorporated by reference, contains the entire agreement between the parties relating to the rights granted and the obligations assumed in it. Any oral representations or modifications concerning this contract shall be of no force or effect unless contained in a subsequent amendment executed by both parties.

AGREED and accepted on behalf of Contractor effective beginning on the date of the Contract as specified above and as indicated by signature below of a person authorized to bind Contractor.

Typed name: Ethan Fieldman

Typed title: Chief Executive Officer

  
Authorized Signature

**THIS SECTION RESERVED FOR TEA USE.**

I, an authorized official of the Texas Education Agency, hereby certify that this contract is in compliance with the authorizing program statute and applicable regulations and authorize the services to be performed as written above.

AGREED and accepted on behalf of Agency on 2/2/17 (month/day/year) by a person authorized to bind Agency.

Return electronic copy to:

[TEAContracts@tea.texas.gov](mailto:TEAContracts@tea.texas.gov)

Norma Barrera

Texas Education Agency

Purchasing, Contracts and Agency Services Division

1701 North Congress Avenue Rm. 2-125

Austin, Texas 78701-1494

  
Mike Morath  
Commissioner of Education

## APPENDIX 1

- A. The definitions of terms in the Terms and Conditions are incorporated herein.
- B. The terms, conditions, and requirements contained in the Request for Proposal (RFP) entitled "Open Source Instructional Materials", with a closing date of December 22, 2015, and identified as RFP #701-16-023, are incorporated herein by reference, although in the event of conflict the Terms and Conditions in the Standard Contract shall control.
- C. If there is a conflict or ambiguity between or among the terms of the documents that constitute this Contract, and if that conflict or ambiguity cannot be resolved by construing the terms so as to harmonize all their terms, then the conflict or ambiguity shall be resolved with the following Contract documents prevailing in the following order of priority:
- Terms and Conditions of the Standard Contract, inclusive of all appendices.
  - Special Provisions A, Program Specific dated January 6, 2017
  - Vendor's revised *Schedule of Task Completion* dated December 16, 2016, Contract Attachment 1.
  - Vendor's revised Proposal dated November 9, 2016.
  - Vendor's original proposal to the Texas Education Agency entitled, "Open Source Instructional Materials", submitted on December 21, 2015.
  - Texas Education Agency's Request for Proposal entitled "Open Source Instructional Materials", released on November 25, 2015, as RFP 701-16-023.

D. **Description of Services/Activities:**

Contractor will develop high-quality, online instructional materials for the courses identified below, in order of priority:

- |               |                 |
|---------------|-----------------|
| (1) Chemistry | (3) Precalculus |
| (2) Physics   | (4) Statistics  |

The Contractor's writing teams and copy-editing team will use the *Texas Education Agency Content Development Style Guide, Spring 2016*, Exhibit A.

E. **Budget:**

The Overall Budget, is attached. Payment shall be no more than monthly and will be based on completion of designated Task/Activities or percentage of progress towards completion as identified in the Schedule of Task Completion, Attachment 1. Contractor will provide bi-monthly summary of preview of deliverables.

Food purchases must be in accordance with Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200, Subpart E, §200.432. Purchases must be necessary and reasonable for the successful performance of the Contract. This applies to both federally and state funded Contracts. Website to view the regulations: [http://www.ecfr.gov/cgi-bin/text-idx?SID=f61b41b94d57ed256eb46811a14d243d&mc=true&node=se2.1.200\\_1432&rgn=div8](http://www.ecfr.gov/cgi-bin/text-idx?SID=f61b41b94d57ed256eb46811a14d243d&mc=true&node=se2.1.200_1432&rgn=div8)

Contractor will make a good faith effort to comply with the State of Texas Travel Guidelines. TEA may at its discretion approve requests for reimbursement of travel which exceed the State of Texas Travel Guidelines. Contractor shall maintain receipts in accordance with item H of the Terms and Conditions. The Comptroller's website for travel rules and regulations – textravel: <https://fm.xcpa.state.tx.us/fmx/travel/textravel/index.php>. Receipts must be made available for programmatic or financial audit, by TEA and by others authorized by law or regulation to make such an audit, for a period of not less than seven (7) years.

State travel expense reimbursement is not a per diem. Contractors must claim the actual expenses incurred for meals and lodging not to exceed the maximum allowable rates. The maximum should not be claimed unless the actual expenditures equal or exceed the maximum allowable rate. Effective 01/01/17, the mileage rate is 53.5¢, the previous rate was 54¢ from 01/01/16 – 12/31/16.

F. **Invoice:**

Contractor shall submit the monthly invoice electronically to [TEAAccountsPayable@tea.texas.gov](mailto:TEAAccountsPayable@tea.texas.gov), and to Kelly Callaway, Director of Instructional Materials and Educational Technology at [kelly.callaway@tea.texas.gov](mailto:kelly.callaway@tea.texas.gov). Payment under this Contract is contingent upon satisfactory completion of services. The final invoice is due within forty-five days of the completion of the project. All invoices must include the following:

1. Contractor's TINS, mailing address, email, and telephone number.
2. Contract and Purchase Order number, Project name, the period of services being invoiced.
3. The tasks and activities tied to deliverables and any other supporting documentation required to process the invoice.

**SCHEDULE OF TASK COMPLETION**

Title of Proposed Project:	Open Source Instructional Materials
Proposer Organization:	Study Edge
Begin Date:	January 1, 2017
Ending Date:	August 31, 2017

Task/Activity Numbers	Projected Completion Date	Projected Cost (\$)
<b>Task 1 (Programming and Technology)</b>		
1.01 - Integration of material into TEA's platform of choice	08/31/2017	50,000
Total Task 1		50,000
<b>Task 2 (Content)</b>		
2.01 - Statistics	08/31/2017	950,000
2.02 - Precalculus	08/31/2017	950,000
2.03 - Physics	08/31/2017	950,000
2.04 - Chemistry	08/31/2017	950,000
Total Task 2		3,800,000
<b>Task 3 (Administration)</b>		
3.01 - Administrative Costs	08/31/2017	150,000
Total Task 3		150,000
<b>Task 4 (Overhead)</b>		
4.01 - Overhead Costs	08/31/2017	900,000
Total Task 4		900,000
<b>TOTAL BUDGET</b>		
		<b>4,900,000</b>

## CONTRACT ATTACHMENT 2

### SCHEDULE OF TASK COMPLETION

Topic	Chemistry
-------	-----------

**Contractor**

1/2/2017

2000 2001

Note that tasks are listed categorically, not necessarily sequentially.

Task/Activity Number	Task/Activity Title	Responsible Person(s)	Projected Delivery Date	Projected Total Budget	YTD	EXPENDED								Unexpended Balance Remaining	Only %
						Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17		
Task 2.4.1 Programming and Technology															
Subtotal			3/15/2017	\$ -	\$ -										
Task 2.4.2 TICS Alignment and Content Revision															
				\$ -											
				\$ -											
Subtotal			2/14/2017	\$ -	\$ -										
Task 2.4.3 Review and Editing Drafts															
				\$ -											
				\$ -											
Subtotal			3/1/2017	\$ -	\$ -										
Task 2.4.4 Copyright, Accuracy Checking, and Accessibility Development															
				\$ -											
				\$ -											
Subtotal			3/16/2017	\$ -	\$ -										
Task 2.4.5 Content Production and Proofreading															
				\$ -											
				\$ -											
Subtotal			4/25/2017	\$ -	\$ -										
Task 2.4.6 Usability and Effectiveness Review															
				\$ -											
				\$ -											
Subtotal			5/25/2017	\$ -	\$ -										
Task 2.4.7 Administration															
				\$ -											
				\$ -											
Subtotal			7/19/2017	\$ -	\$ -										
Task 2.4.8 Overhead															
				\$ -											
				\$ -											
Subtotal			8/21/2017	\$ -	\$ -										
Total				\$ -	\$ -										
Grand Total															



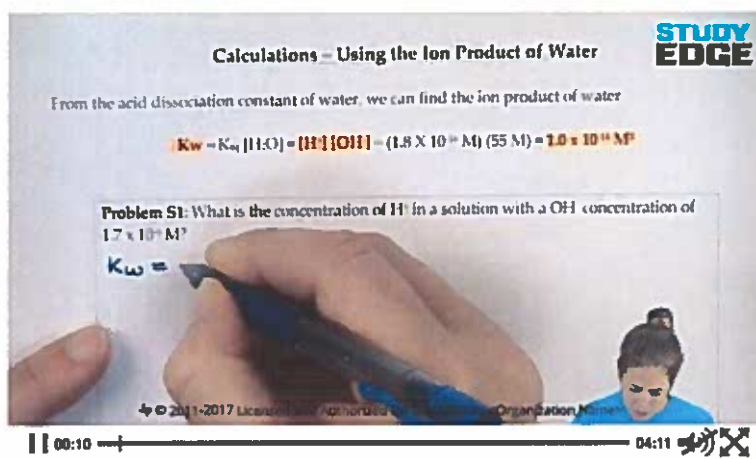
## SPECIAL PROVISIONS - A Program Specific

Contractor and TEA acknowledge and agree that the below provisions of the Terms and Conditions to this contract have been revised and such revisions shall control to the extent that there is a conflict of interpretation.

- A. The section of Intellectual Property Ownership, Section I, is clarified to define the term “others” as only Texas teachers, districts and district personnel, regional education service centers (ESCs) and ESC personnel, and any entity with which TEA enters into a contractual agreement for this purpose.
- B. Invoicing Texas Education Agency - A recommended invoice is attached as Contract Attachment 2, and must be utilized upon invoicing TEA. Interim progress reports in the form of either electronic files, read-only access, or other means of technology will be provided by the Contractor at the submission of invoicing. Sufficient supporting documentation must be provided and will be used to approve payment for costs related to services and or deliverables.

The electronic file for the recommended invoice will be emailed to the Contractor upon execution of the contract.

- C. Contractor and TEA acknowledge and agree that Contractor is not developing a website and therefore Contractor will not conduct manual testing of the Texas Gateway portal or any similar site for accessibility requirements, and is not otherwise subject to the WCAG 2.0 AA guidelines (including captioning). Content will be quality checked to ensure content is appearing and functioning properly.
- D. Third party-licensed content, including content licensed from affiliates, will not be required to adhere to the *Texas Education Agency Content Development Style Guide, Spring 2016*; however, all new content is required to adhere. TEA reserves the right to refuse content with grammatical or mechanical errors. TEA has final authority for determining what constitutes a mechanical or grammatical error.
- E. TEA agrees that it will use customary and reasonable efforts to avoid public distribution of any licensed pre-existing rights to persons or entities that are unconnected to TEA's end uses associated with public education in the State of Texas, including avoiding global, commercial file-sharing (e.g., YouTube, Facebook, Google, etc.).
- F. Third party content, which the parties agree may be used by Contractor to help Contractor, whether created before or after the start date of the Contract, does not constitute a Work for purposes of the Contract, but such materials shall be considered as pre-existing rights subject to the perpetual license where embodied in Works.
- G. TEA acknowledges and agrees that the videos licensed must include Study Edge's logo watermark, state of Texas watermark, and “© 2011-2017. Licensed and Authorized for Use Only by the Texas Education Agency.” (Please see below for a specimen of such logo watermark.)



- H. The scope of the perpetual license is limited to use of the Works in connection with the Texas Gateway portal or an equivalent portal for the state of Texas. For the avoidance of doubt, prohibited activities include 1) licensing or dedication of rights to the public outside of Texas 2) licensing of rights to other states, individuals or entities outside of Texas.

## EXHIBIT A

### Content Development Style Guide

# Texas Education Agency

---

## Content Development Style Guide

For Content Developed Both Internally and Externally

Spring 2016



**Copyright © Notice:**

The materials are copyrighted © and trademarked ™ as the property of the Texas Education Agency (TEA) and may not be reproduced without the express written permission of TEA, except under the following conditions:

1. Texas public school districts, charter schools, and Education Service Centers may reproduce and use copies of the Materials and Related Materials for the districts' and schools' educational use without obtaining permission from TEA.
2. Residents of the state of Texas may reproduce and use copies of the Materials and Related Materials for individual personal use only without obtaining written permission of TEA.
3. Any portion reproduced must be reproduced in its entirety and remain unedited, unaltered and unchanged in any way.
4. No monetary charge can be made for the reproduced materials or any document containing them; however, a reasonable charge to cover only the cost of reproduction and distribution may be charged.

Private entities or persons located in Texas that are not Texas public school districts, Texas Education Service Centers, or Texas charter schools or any entity, whether public or private, educational or non-educational, located outside the state of Texas **MUST** obtain written approval from TEA and will be required to enter into a license agreement that may involve the payment of a licensing fee or a royalty.

For information contact  
Office of Copyrights, Trademarks, License Agreements, and Royalties,  
Texas Education Agency,  
1701 N. Congress Ave., Austin, TX 78701-1494;  
phone 512-463-9270 or 512-463-7004;  
Email: [copyrights@tea.texas.gov](mailto:copyrights@tea.texas.gov).

## Table of Contents

Introduction.....	1
Writing for the Web .....	1
Introduce Your Content.....	1
Write Visually .....	1
Write Clearly.....	1
Style Rules .....	2
Abbreviations .....	2
Acronyms and Initialisms .....	2
Capitalization.....	4
Citing Academic Standards.....	6
Glossaries .....	7
Numbers.....	7
Percentages.....	7
Punctuation .....	8
Spelling/Grammar.....	12
Time .....	14
Appendix .....	15
Assessments.....	15
Additional Resources.....	15

## Introduction

This guide contains rules and direction regarding the most common revisions requested by TEA in content that has been created for us over the past several years. The guide is not intended to be a complete list of all style rules, merely a list of common problem areas and how to correct them. This guide is a work-in-progress and will be expanded as the need arises. It should be considered a semi-internal document—a document to be used by and shared with TEA staff and TEA’s contractors or grantees only.

Most of the rules in this guide are based on existing American Psychological Association (APA) style rules, except in special cases where a TEA-specific rule has been established.

## Writing for the Web

Clear and concise writing is essential to successful communication on the web. Strong sites present information in a way that is easy for any user to find and understand. Web content writers should be thoughtful about what concepts they communicate, how information is organized, and what visual tools they use to help the visitor navigate content.

Content written for the web should be concise, well-organized, and easy to maintain.

### Introduce Your Content

A clear title and an introductory paragraph are good ways to help the reader understand the product. Titles should be short but descriptive (e.g., *TEA Web Style Guide* rather than *Style Guide* or *TEA’s Guide to Preparing Content for the World Wide Web*). Acronyms in titles are acceptable if they are commonly used and spelled out in the first paragraph of content.

Introductory paragraphs should be one to two plain-language sentences at the top of the page explaining what visitors will find on the page.

### Write Visually

Use cues such as headers and bullets to write visually and help readers navigate content.

- Use bulleted or numbered lists.
- Use tables to make complex data easier to understand.
- Use descriptive headings and sub-headings.
- Use white space to separate chunks of information.
- Use a simple, clean font. (TEA prefers Calibri.)

### Write Clearly

Simple, direct writing helps users find and understand the information they need. Keep paragraphs and sentences short, use words and phrases that are easy to understand, and cover only one concept or idea per block of content.

Avoid bureaucratese, legalese, and other -eses; these “languages” tend to bury basic information under words and phrases that are incomprehensible to the average user. Use action verbs, and write in active voice. Avoid words like utilize and summarization and use the most straightforward option (use and summary) instead.

## Style Rules

All TEA documents should adhere to standard APA style rules (with a few agency exceptions identified in this document). Some often confusing style rules are included below.

### Abbreviations

- Abbreviate the names of most months when giving a date. Example: *Feb. 14, 2010*

<i>Jan.</i>	<i>April</i>	<i>July</i>	<i>Oct.</i>
<i>Feb.</i>	<i>May</i>	<i>Aug.</i>	<i>Nov.</i>
<i>March</i>	<i>June</i>	<i>Sept.</i>	<i>Dec.</i>

- Use the abbreviations *St.*, *Blvd.*, and *Ave.* when giving a complete address. Spell them out and capitalize when they are part of a formal street name without a number.

Examples: *1701 N. Congress Ave.*; *North Congress Avenue*

- Spell out all other street identifiers (*alley*, *drive*, *road*, and *terrace*). Capitalize them when part of a formal name without a number, but use lowercase when they are used alone or with two or more names.

- Abbreviate titles when used before a name.

Examples: *Dr.*, *Gov.*, *Lt. Gov.*, *Mr.*, *Mrs.*, *Ms.*, *Rep.*, *Rev.*, *Sen.*

- Abbreviate *junior* or *senior* after an individual's name. Do not precede the suffix with a comma.

Example: *John F. Kennedy Jr.*

- Abbreviate *company*, *corporation*, *incorporated*, and *limited* when used after the name of a corporate entity.

Examples: *Acme Co.*, *Acme Corp.*, *Acme Inc.*, *Acme Ltd.*

- Use the U.S. Postal Service abbreviations for state names in addresses.

Examples: *TX (Texas)*, *OK (Oklahoma)*

- Spell out the name of a state when it stands alone.
- Use *Pre-K* on the second reference to prekindergarten.
- Abbreviate *United States* with periods when it is used as an adjective.

Example: *U.S. History*

- Spell out *United States* when it is used as a noun.

Example: *United States of America*

- Use *A.D.* before a year and *B.C.* after a year to identify historical years.

### Acronyms and Initialisms

- Spell out acronyms and initialisms on the first instance on each web page or chapter and in all headers. An exception to this rule is when the acronym is universally recognizable (e.g., SCUBA). Exceptions will be handled on a case-by-case basis.

Example: *Texas Education Agency (TEA)*

**Common acronyms and initialisms:**

<b>A</b>	<b>M</b>
Academic Excellence Indicator System (AEIS)	Minimum High School Program (MHSP)
Adequate Yearly Progress (AYP)	<b>N</b>
Advanced Placement (AP)	National Assessment of Educational Progress (NAEP)
Aid to Families with Dependent Children (AFDC)	<b>O</b>
American Sign Language (ASL)	Office of the Attorney General (OIG)
Association of Texas Professional Educators (ATPE)	Office of the Inspector General (OIG)
Available School Fund (ASF)	Optional Flexible Year Program (OFYP)
<b>C</b>	<b>P</b>
Career and Technical Education (CTE)	Permanent School Fund (PSF)
Center for Improving the Readiness of Children for Reading and Education (CIRCLE)	Professional Development and Appraisal System (PDAS)
College and Career Readiness Standards (CCRS)	Public Education Grant (PEG)
Council of Chief State School Officers (CCSSO)	Public Education Information Management System (PEIMS)
<b>D</b>	<b>R</b>
Department of Information Resources (DIR)	Recommended High School Program (RHSP)
Disciplinary alternative education program (DAEP)	Request for application (RFA)
Distinguished Achievement Program (DAP)	Request for proposal (RFP)
<b>E</b>	Request for qualifications (RFQ)
Early College High School (ECHS)	<b>S</b>
Education service center (ESC)	Shared-services arrangement (SSA)
English as a second language (ESL)	State Board for Educator Certification (SBEC)
English language learner (ELL)	State-Developed Alternative Assessment (SDAA)
English Language Proficiency Standards (ELPS)	State Board of Education (SBOE)
Examinations for the Certification of Educators in Texas (ExCETs)	State of Texas Assessments of Academic Readiness (STARR)
<b>F</b>	<b>T</b>
Family Educational Rights and Privacy Act (FERPA)	Texas Academic Performance Report (TAPR)
Federal Emergency Management Agency (FEMA)	Temporary Assistance for Needy Families (TANF)
Foundation School Program (FSP)	Texas Administrative Code (TAC)
<b>G</b>	Texas AFT (TAFT)
General Educational Development (GED)	Texas Assessment of Academic Skills (TAAS)
Gifted/Talented (GT)	Texas Assessment of Knowledge and Skills (TAKS)
<b>H</b>	Texas Association of School Administrators (TASA)
Historically underutilized business (HUB)	Texas Association of School Boards (TASB)
<b>I</b>	Texas Association of Secondary School Principals (TASSP)
Independent school district (ISD)	Texas Business and Education Coalition (TBEC)
Individuals with Disabilities Education Act (IDEA)	Texas Classroom Teachers Association (TCTA)
Information technology (IT)	Texas Education Code (TEC)
Instructional materials allotment (IMA)	Texas English Language Proficiency Assessment System (TELPAS)
Instructional materials fund (IMF)	Texas Essential Knowledge and Skills (TEKS)
International Baccalaureate (IB)	Texas Higher Education Coordinating Board (THECB)

<b>J</b>	Texas Music Educators Association (TMEA)
Juvenile justice alternative education program (JJAEP)	Texas Science, Technology, Engineering and Math Initiative (T-STEM)
<b>L</b>	Texas State Teachers Association (TSTA)
Languages other than English (LOTE)	Texas Student Data System (TSDS)
Language Proficiency Assessment Committee (LPAC)	Texas Principal Evaluation & Support System (T-P ESS)
Legislative appropriations request (LAR)	Texas Teacher Evaluation and Support System (T-TESS)
Limited English proficient (LEP)	Texas Virtual School Network (TxVSN)
Local education agency (LEA)	<b>U</b>
<b>M</b>	United States Department of Education (USDE)
Minimum High School Program (MHSP)	University Interscholastic League (UIL)

## Capitalization

### Curriculum

- Capitalize the name of a specific course.  
Examples: *Algebra I*, *Band II*
- Do not capitalize the name of an academic subject.  
Examples: *science*, *math*
- Do not capitalize *grade*, even when it immediately precedes a grade number.  
Examples: *grade 8*, *eighth grade*
- Do not capitalize *knowledge and skills statement*, *student expectation*, *readiness standard*, or *supporting standard*.

### Documents

- Capitalize the proper name of a document.  
Examples: *Texas Constitution*; *state constitution*  
Occasionally, we give a document a proper nickname, which should also be capitalized.  
Example: *Dyslexia Handbook* is a short nickname for *The Dyslexia Handbook-Revised 2014: Procedures Concerning Dyslexia and Related Disorders*. (Both are capitalized and italicized.)
- Capitalize the proper name of a legislative act such as the Administrative Procedure Act. Use lowercase when *act* stands alone in subsequent reference to the act.
- Capitalize a word describing part of a document only when the word is followed by a designation.  
Examples: *Chapter 9*, *this chapter*

**Ethnic groups**

- Capitalize the name of an ethnic group.

Examples: *African American, Hispanic, Asian, American Indian*

- Do not capitalize a racial designation such as *black* or *white*. (This rule is undergoing some fluctuation, so you may see these designations capitalized in some documents. If you feel there is a good reason to capitalize in the product you are creating, discuss it with your TEA liaison or manager.)
- Do not hyphenate the name of an ethnic group unless it is being used as an adjective. Example: *African-American scientist*

**Funds, plans, and programs**

- Capitalize the proper name of a specific fund, plan, or program.

Examples: *Permanent School Fund, state implementation plan*

- Do not capitalize instructional materials fund or instructional materials allotment.

**Governmental and judicial bodies**

- Capitalize the proper name of a governmental or judicial body.

Examples: *Texas Legislature, the legislature, 82<sup>nd</sup> Texas Legislature*

- Capitalize the names of agencies, but do not capitalize *agency* on second reference to the agency.

Examples: *The Texas Education Agency will be open for business on Christmas Eve. However, the agency will close at noon that day.*

- Use lowercase letters for *federal, nation, or state* except when the word is part of a proper name.

Examples: *federal government, state highways*

- Capitalize *State Board of Education*; do not capitalize *the board*.

**Names of places**

- Capitalize a common noun or adjective that forms an essential part of a place name.

Examples: *City of Austin, the city; State of Texas, the state (This is a TEA-specific rule.)*

- Capitalize the name of a building or monument.

Example: *William B. Travis Building*

**Titles and offices**

- Capitalize a civil, military, religious, or professional title only when it immediately precedes the person's name.

Examples: *Chairwoman Cargill; Barbara Cargill, chair; Commissioner Robert Scott; Robert Scott, commissioner of education*

- Capitalize the names of laws, acts, and historical epochs.

Examples: *House Bill 72 (On second reference, use HB 72.); Paleozoic Age*



- Capitalize the proper names of school districts and education service centers.  
Examples: *Houston Independent School District, Region 20 Education Service Center, regional education service centers*
- Capitalize agency divisions and departments and division units.  
Example: *Division of Curriculum, Curriculum, Standards and Programs, Educational Technology*
- Provide long titles after a name rather than before.  
Example: *Kerry Ballast, Director of Digital Learning*
- Do not capitalize degrees when written out.  
Example: *bachelor of arts*
- Capitalize academic titles when they precede a name.  
Example: Dr. John Smith
- Note educational or professional credentials in a parenthetical phrase.  
Example: *Dr. John Smith, who holds a law degree and is a professional engineer, will speak Thursday.*

#### **Titles**

- Capitalize principal words, including prepositions and conjunctions, of four or more letters.
- Capitalize an article if it is the first or last word in a title.
- Italicize book titles, movie titles, opera and play titles, album titles, radio and television program titles, magazine and newspaper titles, and the titles of works of art.
- Use quotation marks around poem, song, and short story titles and the titles of lectures, speeches, and articles.
- Do not italicize *the* in newspaper titles, even when it is part of the title (the *New York Times*), and do not italicize the name of the city in which the newspaper is published unless that name is part of the title: the *Hartford Courant*, but the *London Times*.

#### **General Rules**

- Do not capitalize a season of the year.  
Examples: *fall semester, summer session, next winter*
- Never use capital letters for emphasis in a professional document.

#### **Citing Academic Standards**

##### **College and Career Readiness Standards (CCRS)**

The CCRS are organized into four levels of specificity which are defined as I. Key Content, A. Organizing Components, 1. Performance Expectations, and a. Examples of Performance Indicators (optional). When citing a CCR standard, state the discipline followed by the standard.

Example: *Mathematics I.A.1*

(This example refers to I. Numeric Reasoning, A. Number representation, 1. Compare real numbers.)

**Texas Essential Knowledge and Skills (TEKS)**

A TEKS standard should be cited in exactly the same way that any law or rule is cited: with its corresponding number from the Texas Administrative Code. See examples on page 14 of this document.

**Glossaries**

- Limit glossary entries to definitions of terms suitable for the context of the course.
- Be sure that glossary definitions match the part of speech of the defined term. (If the term is an adjective, it must be defined as an adjective; a noun cannot be defined as a verb.)
- Do not define terms in a glossary terms with complete sentences. (Define noun as “a person, place, or thing,” not with the sentence “A noun is a person, place, or thing.”)

If a sentence of explanation or example is needed to further clarify a glossary definition, use a hard return before it. Do not put a period at the end of a definition.

**Numbers**

- Spell out most numbers below 10.
- Use numerals for numbers 10 and above.
- Write numbers containing seven or more digits using numbers and words.  
Examples: *1.5 million (not 1,500,000); 50 billion (not 50,000,000,000)*
- Spell out grades or use lower case grade and a numeral.  
Examples: *first grade, second grade, grade 1, grade 3*
- Hyphenate grades that describe a noun.  
Example: *first-grade class*
- Use this form for school years: *2006–2007*. (See more about the use of the en dash on page 10 of this document.)
- Use parentheses to separate the knowledge and skills statement and student expectation.  
Examples: *(8)(A), (5)(C), (4)(A)(B) and (C)* (See more about correctly citing TEKS on page 14 of this document.)

**Percentages**

- Spell out *percent* following the numeral except in charts and tables.  
Examples: *1 percent, 2.5 percent*
- Use the percent symbol (%) in charts and tables.
- Write whole percentages without a decimal point.  
Example: *8 percent*
- Keep percentages that require a decimal point to no more than four digits, if possible.  
Examples: *9.6 percent; 10 percent; 15.63 percent*

- Precede the decimal with a zero for amounts less than one percent.

Example: 0.697%

- Remember that *percent* is an adverb and *percentage* is a noun or an adjective.

Examples: *The percentage of students participating (not the percent of students participating); five percentage points (not five percent points)*

## Punctuation

### Apostrophes

- Make almost all singular nouns possessive with an apostrophe s ('s)—even if they end in s. The only exceptions are ancient or biblical names that end in s.

Examples: *John Jones's, Texas's* (but try to avoid that one), *Jesus', Zeus'*

### Brackets

- Use brackets to indicate something in a quotation has been changed. Never use brackets to change the meaning of a quotation. The change should be made for contextual or grammatical reasons only. The word or words in brackets should *replace* the original word(s) (rather than be added along with the original word(s)).

Example:

Original lines from Shakespeare's Sonnet 18:

*But thy eternal summer shall not fade, Nor  
lose possession of that fair thou ow'st,*

Used in context with brackets:

*The speaker believes that his lover's beauty is eternal and that he will never "lose possession of that fair [he] ow'st" (Sonnet XVIII. (n.d.). Retrieved April 21, 2016, from <http://www.shakespeares-sonnets.com/sonnet/18>).*

Additional note: Follow APA style rules when citing sources. A useful tool to assist you can be found at <http://www.citationmachine.net/bibliographies/92369862?new=true>.

### Colons

- Use a colon to introduce a formal statement or dialogue.

Examples: *After four years of teaching English, I have finally come to a conclusion: Students love writing essays.*

*John: "Where are you going?" Joan: "I'm going to tour a new elementary school."*

- Capitalize the first word after the colon only if it begins a complete sentence or is an item in a vertical list.

- Also use a colon to introduce a list at the end of a complete sentence.

Examples: *The responsibilities of superintendents include the following: instruction, planning, staff development, finance, and community relations.*

Or

*The responsibilities of superintendents include the following:*

- *Instruction*
- *Staff development*
- *Planning*
- *Finance*
- *Community relations*

The introduction to this bulleted list is an independent clause. Use a colon, capitalize your bulleted items, and do not punctuate them unless each item is a complete sentence.

This is the preferred method for bulleted lists as it is cleaner than the option described below.

- Do not use a colon when a list completes a clause (i.e., after a fragment).

Example: *The responsibilities of superintendents include*

- *instruction,*
- *staff development,*
- *planning,*
- *finance, and*
- *community relations.*

This list completes the clause; the items are the direct objects of the verb. Do not use a colon, do not capitalize the items, do use punctuation as appropriate (commas or semicolons).

See page 12 for additional assistance with bulleted lists.

Note: Colons are used differently in rule and statutory text. Legal documents have their own sets of rules, so care should be taken to quote from them exactly, even though the use of punctuation does not follow the rules in this guide.

## Commas

- Use a comma to separate items in a series, including before the conjunction in the series (an Oxford comma).

Example: *The high school senior took courses in algebra, English, and physical education.*

- Use commas to set off the date and year. Do not use a comma between the month and year when no specific date is given.

Examples: *The meeting will be held Jan. 15, 2007, in Austin. He came to work at the agency in October 1999.*

- In addresses, use a comma after every item except the state.

Example: 201 E. 11th St., Austin, TX 78701

- Use a comma and a coordinating conjunction to connect two independent clauses.

Example: *Joseph counted the cash, and then he left for the bank.* (Incorrect: *Joseph counted the cash, then he left for the bank.* Also incorrect: *Joseph counted the cash, and left for the bank.*)

- Do not use commas around appositives that are necessary to the meaning of the sentence. Do use commas around appositives that are simply providing extra information.

Examples: *The painter Paul Klee is known for using bright colors and whimsical shapes. His father, Hans Klee, was a German music teacher at the Hofwil Teacher Seminar near Bern.* (Without *Paul Klee* in the first sentence, the sentence does not carry much meaning. This makes the appositive necessary—no commas. In the second sentence, though, Paul has only one father, so his name is extra information.)

- Always use a comma after *e.g.* and *i.e.*
- Use a comma after an introductory adverb phrase.

### Dashes (both em and en) and Hyphens

- Learn the differences among the three kinds of little horizontal lines: En dashes (–) are wider than hyphens (-) but narrower than em dashes (—).
- Use em dashes (—) in place of commas, parentheses, and colons to provide emphasis, but use them sparingly. Do not use a space between the em dash and the adjacent characters. (Shortcut: CTRL + Alt + minus on the numeric pad)

Examples: *Against all odds, Pete—the unluckiest man alive—won the lottery. Upon discovering the errors—all 124 of them—the publisher immediately recalled the books.*

- Use an en dash (–) to represent a span or range of numbers, dates, or time. Do not use a space between the en dash and the adjacent characters. Depending on the context, the en dash is read as “to” or “through.” (Shortcut: CTRL + minus on the numeric pad)

Examples: *2010–2011 school year, pages 3–10, the meeting is scheduled for 2:00 p.m.–3:00 p.m.*

- Use a hyphen (-) in a hyphenated word like *son-in-law*.
- Hyphenate related, compound adjectives before a noun. Exceptions include the adverb *very* and all adverbs ending in *ly*.

Examples: *post-secondary education, first-grade class full-time job, an easily remembered rule*

- Do not hyphenate a compound adjective after a linking verb: *an at-risk student, a student who is at risk of dropping out*
- Use hyphens sparingly and only to provide clarity.

### Ellipses

- Use ellipses only to indicate that something has been left out of a quotation. Never use them as “pause-makers” or in place of more appropriate punctuation.
- Use real ellipses, which are three dots with spaces in between. Do not use the computer-generated ... .
- Add a fourth dot to serve as the period if a sentence ends with ellipses.

- Do not use ellipses at the beginning or end of a quotation unless there is a grammatical reason to do so. They are generally unnecessary as it will be obvious to your reader that something precedes and follows the quotation.

Example:

*"The poem also works at a rather curious level. . . . The summer's day is found to be lacking in so many respects (too short, too hot, too rough, sometimes too dingy), but . . . 'the lovely boy' is in fact like a summer's day at its best" (Sonnet XVIII. (n.d.). Retrieved April 21, 2016, from <http://www.shakespeares-sonnets.com/sonnet/18>).*

## Periods

The APA currently recommends a single space following the end punctuation of a sentence.

## Quotation marks

- Always use double quotation marks rather than single quotation marks. (Multiple examples follow.) An exception to this rule occurs when a quotation is inside another quotation—see the ellipses example above.
- Use italics rather than quotation marks to refer to a word. While it is correct to use quotation marks around a word when referring to the word itself, using italics is preferable as it creates a cleaner look for the document.
- Put commas and periods inside the quotation mark. Commas and periods go inside quotation marks; all other punctuation goes outside quotation marks.
- Remember that there is one exception to the previous rule: If the punctuation mark is part of the actual quote, then it stays inside the quotation mark.

Example: *"What were you thinking?" my mother cried angrily.*

## Semicolons

- Use a semicolon in place of a period to separate two sentences when the ideas expressed in them are very closely related.

Example: *Call me tomorrow; I will give you my answer then.*

- Use a semicolon to connect two independent clauses when the second is introduced by an introductory word such as *namely, however, therefore, for example, e.g., or for instance*. Use a comma after the introductory word.

Examples: *I have paid my dues; therefore, I expect all the privileges listed in the contract. As we discussed, you must bring two items; i.e., the sleeping bag and the tent are not optional.*

- Do not use a semicolon before introductory words such as *namely, however, therefore, for example, e.g., or for instance* when they introduce a list following a complete sentence.

Example: *You will want to bring many backpacking items, for example, sleeping bags, pans, and warm clothing.*

- Use the semicolon to separate units of a series when one or more of the units contain commas.

Example: *This conference has people who have come from Boise, Idaho; Los Angeles, California; and Nashville, Tennessee.*

## Spelling/Grammar

Spelling and grammar are essential to effective communication. The use of a professional copy editor is often very helpful, but be sure the person chosen for that position has this style guide and understands that its standards are required.

### Vertical Lists

- Use bullets for vertical lists rather than numbers unless the list contains items that need to occur in a certain order or are prioritized in some way.
- Alternatively, choose lowercase letters if you will need to refer back to one of the items in the list later in the document.
- Whether numbered, lettered, or bulleted, create vertical lists correctly by following one of two patterns:

Option A (Use this option whenever possible as it's much cleaner than Option B.)

A complete sentence introduces the list; therefore it ends with a colon, and the list has either no punctuation (if made of words or phrases) or appropriate punctuation (if made of sentences). The items in the list are capitalized.

I enjoy all of the following:

- Reading
- Writing
- Solitude

The following questions should be considered when deciding whether or not to sing:

- Can you carry a tune?
- Will your singing harm yourself or others?
- Will your singing make the dogs howl?

#### Option B

It is not always possible to bring the introduction of a list to a full grammatical stop. If the items in the list complete the clause of the introduction, then do not use a colon and do not capitalize the items in the list, but do use appropriate end punctuation (commas or semi-colons) after each item. (Your computer will try to make you capitalize; don't give in.)

I will never

- coach a softball team;
- scuba dive;
- eat insects, even chocolate-covered ones; or
- date Tom Cruise.



**Parallelism**

Items in a list, whether bulleted or not, must be the same kind of grammatical structure: all verbs, all nouns, all clauses, all gerunds, etc.

Examples in sentences:

**CORRECT**—*The day was sunny, the wind was cool, and the grass was soft underfoot.* (All items in the list are complete sentences with linking verbs.)

**CORRECT**—*I enjoy reading, cooking, working, seeing movies, and listening to music.* (All items in the list are gerunds.)

**INCORRECT**—*She enjoys playing hockey, football, baseball, and hotdogs.* (This is a very common mistake. Essentially, “hockey, football, and baseball” is one list—a list of games she enjoys playing. “Playing and hotdogs” is another—a list of things she enjoys. The corrected version of this exact sentence is *She enjoys playing hockey, football, and baseball and hotdogs*, but a better version would be *She enjoys playing hockey, football, and baseball and eating hotdogs*.)

Examples in a vertical list:

**CORRECT**—(All items in the list are imperative sentences or commands.)

1. *Take out the trash.*
2. *Wash the dog.*
3. *Clean the kitchen.*

**INCORRECT**—(*The dog needs to be washed* does not fit in this list as it is informational rather than directive.)

1. *Take out the trash.*
2. *The dog needs to be washed.*
3. *Clean the kitchen.*

**Pronoun-antecedent agreement**

- Do not use a plural pronoun to refer back to a singular antecedent. (The most common example of this mistake is a sentence like this: *Everybody and their dog came to the party.* *Everybody* is singular; *they* is plural. The way to correct this is to use *her*, *his*, or *her/his* instead of *their*.)
- Do not use *that* to describe a person; use *who* instead.

Example: *Students who study tend to be successful*, rather than *students that study*.

**Subject-verb agreement**

Check to be sure that the subject and verb agree in number. Compound subjects call for plural verbs unless they are joined by *or*, in which case, the verb should agree with the subject closest to it.

**Texas Essential Knowledge and Skills (TEKS) References**

- Use correct terminology when discussing the TEKS. There is no such thing as a “TEK.” Generally, when people use that term incorrectly, they are actually referring to a student expectation (SE). Sometimes, though, they may be referring to the knowledge and skills statement. If what they really mean is the knowledge and skills statement plus all its SEs, they should use the word *standard*.

- Identify standards and parts of standards by referencing the appropriate rule from the Texas Administrative Code (TAC).

Examples:

*Students understand how English is written and printed. Students are expected to: recognize that spoken words can be represented by print for communication (TAC §110.11(b)(1)(A)).*

Alternatively, if the grade level or course is clear from the context:

*Biology (c)(1)(A) requires students to demonstrate safe practices during laboratory and field investigations.*

Parentheses always stay with the letters they surround:

*The mathematical process standards can be found in 19 TAC §111.2(b)(1)(A)–(G).*

#### The use of *e.g.* and *i.e.*

- If you are providing examples, use *e.g.*

*Several good style manuals exist (e.g., MLA, APA, Chicago).*

- If you are providing a more specific way of saying something, use *i.e.*

*For TEA products, use only the approved style rules (i.e., APA or this guide).*

#### The use of *that* and *which*

- Use *which* when the clause is nonrestrictive (not necessary to the basic meaning of the sentence). Use a comma before *which*.

Example: *Dogs, which are my favorite animals, perform well on agility tests.*

- Use *that* when the clause is restrictive (necessary to complete the meaning of the sentence). Do not use a comma.

Example: *Dogs that perform well on agility tests are usually both athletic and smart.*

#### Time

- Use *a.m.*, *p.m.*, *noon*, and *midnight* (not *12 noon* or *12 midnight*) to designate time.
- Use numerals and lowercase letters to indicate time.

Examples: *1 a.m.*, *1:30 p.m.*

## Appendix

### Assessments

Use STAAR format for all multiple-choice questions. Examples:

Read line 4 from the poem.

*I struggled to keep up.*

The poet includes this line most likely to show that the dog —

- A ran faster than the speaker
- B was lost
- C looked larger than the speaker
- D was tired

A student observes some sugar as it is heated and burns. The student concludes that a chemical reaction has occurred. Which of the following observations about the burning sugar provides evidence of a chemical reaction?

- A Heat is added to the sugar crystals.
- B The sugar melts and becomes a liquid.
- C The temperature of the sugar increases.
- D Gas is produced as the sugar turns black.

A delivery truck is carrying 80 televisions in individual boxes. Each box weighs between 26 and 37 pounds. Which of the following is a reasonable estimate of the total weight of the boxes?

- A 2,500 pounds
- B 880 pounds
- C 3,400 pounds
- D 5,000 pounds

### Additional Resources

<http://www.oxforddictionaries.com/words/commonly-confused-words> (An excellent list of commonly confused words and how to pick the right one)

<https://owl.english.purdue.edu/owl/> (An excellent resources for all kinds of usage questions)

[Grammar Girl's Editing Checklist](#) (Bonus points for finding the style mistake in this one)

[http://afterdeadline.blogs.nytimes.com/2015/11/10/subject-meet-verb-6/?\\_r=0](http://afterdeadline.blogs.nytimes.com/2015/11/10/subject-meet-verb-6/?_r=0) (An informative lesson on subject verb agreement)

**A. Definitions as used in these Contract Terms and Conditions as of (October 20, 2016):**

1. *Contract* means the document entered into between TEA and Contractor or Performing Agency, including all of TEA's attachments, appendices, schedules (including, but not limited to the General Provisions and the Special Provisions), amendments and extensions of or to the Contract.
2. *TEA, Receiving Agency, or Owner* means the Texas Education Agency.
3. *Proposer, Respondent, or Bidder* identifies a person or entity who responds to the following specific competitive solicitations; Proposer or Respondent (may be used interchangeably) responds to a Request for Proposal; Respondent responds to a Request for Qualifications, Bidder responds to an Invitation for Bid. Proposer, Respondent, and Bidder infer pre-solicitation award status and Contractor infers post-award status.
4. *Proposal, or Response, or Bid Package*, is what a Proposer, or Respondent, or Bidder submits in response to the following specific competitive solicitations: a Proposal or Response (may be used interchangeably) is submitted for a Request for Proposal; a Response is submitted for a Request for Qualifications; a Bid Package is submitted for an Invitation for Bid;
5. *Contractor or Performing Agency* means the party to this Contract who is providing the contracted goods or services to TEA, the Receiving Agency.
6. *Project Manager/Administrator* means the respective person(s) representing TEA or Contractor, as indicated by the Contract, for the purposes of administering the Contract Project.
7. *Contract Project* means the purpose intended to be achieved through the Contract.
8. *Amendment* means a contract document used to formalize additions or changes to the Contract mutually agreed to by both Parties.
9. *Major Contract* means any contract that has a value of at least \$1 million pursuant to [Texas Government Code Section 2262.001\(4\)](#).
10. *Works* means all tangible or intangible material, products, ideas, documents or works of authorship prepared or created by Contractor for or on behalf of TEA at any time after the beginning date of the Contract. "Works" includes but is not limited to computer software, data, information, images, illustrations, designs, graphics, drawings, educational materials, assessment forms, testing materials, logos, trademarks, patentable materials, etc. "Works" does not include any pre-existing materials of Contractor, or any licensed third party materials provided by Contractor.
11. *Intellectual Property Rights* means the worldwide intangible legal rights or interests evidenced by or embodied in: (a) any idea, design, concept, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (b) any work of authorship, including any copyrights, moral rights or neighboring rights; (c) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (d) domain name registrations; and (e) any other similar rights. The Intellectual Property Rights of a party include all worldwide intangible legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.
12. *TEA Confidential Information* means information that is confidential under the provisions of the Family Educational Rights and Privacy Act (FERPA), the Texas Public Information Act, or other applicable state or federal laws. Examples of TEA Confidential Information include: (a) personally identifiable student information; (b) social security numbers; (c) driver's license numbers; (d) criminal background checks; (e) e-mail address of a member of the public, unless the individual waives his or her right to e-mail confidentiality by affirmatively consenting to disclose the e-mail address or the individual seeks to contract or has a contract with TEA; (f) certain personnel information concerning a TEA employee including home address, home telephone number, emergency contact information, and family member information (if the employee elects in writing to keep this information confidential), personal medical information, and information reflecting personal financial decisions such as the employee's choice of insurance carrier or choice to contribute money to a 401(k); (g) biometric identifiers such as fingerprints; (h) information about security vulnerabilities in TEA systems; and (i) SAS data sets.

**B. Funding Out Clause:** This Contract is contingent upon the availability of funding. If funds become unavailable through lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruptions of current appropriations, this Contract is void upon the insufficiency (in TEA's discretion) or unavailability of appropriated funds. In addition, this Contract may be terminated by TEA at any time for any reason upon notice to Contractor. Expenditures and/or activities for which Contractor may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from TEA.

**C. Indemnification:**

Acts or Omissions

Contractor shall indemnify and hold harmless the State of Texas and TEA, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of Contractor or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and

any purchase orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR AND TEA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

#### Infringements

1. Contractor shall indemnify and hold harmless the State of Texas and the TEA, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF CONTRACTOR PURSUANT TO THIS CONTRACT. CONTRACTOR AND TEA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.
2. Contractor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Contractor's written approval, (iii) any modifications made to the product by Contractor pursuant to TEA's specific instructions, (iv) any intellectual property right owned by or licensed to TEA, or (v) any use of the product or service by TEA that is not in conformity with the terms of any applicable license agreement.
3. If Contractor becomes aware of an actual or potential claim, or TEA provides Contractor with notice of an actual or potential claim, Contractor may (or in the case of an injunction against TEA, shall), at Contractor's sole option and expense; (i) procure for the TEA the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that TEA's use is non-infringing.

#### Taxes/Workers' Compensation/Unemployment Insurance -- Including Indemnity

CONTRACTOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, CONTRACTOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF CONTRACTOR'S AND CONTRACTOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. CONTRACTOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. TEA AND/OR THE STATE SHALL NOT BE LIABLE TO CONTRACTOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS TEA, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR AND TEA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

For local educational agencies (LEAs), regional education service centers (ESCs), public institutions of higher education (IHEs), and state agencies: Contractor or Performing Agency, to the extent permitted by law, shall hold TEA harmless from and shall indemnify TEA against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising from, or in connection with, any acts of Contractor or Performing Agency in performance of the Contract.

- D. **Assignments, Transfers, Subcontracting and Substitutions:** Contractor shall not assign, transfer, subcontract or substitute any of its rights or responsibilities under this Contract without prior formal written amendment to this Contract properly executed by both TEA and Contractor. TEA reserves the right to request changes in personnel assigned to the project. The TEA Project Manager must pre-approve any changes in key



personnel throughout the contract term. Any changes to the HUB Subcontracting Plan (HSP) must be approved by TEA HUB Coordinator before staffing changes are initiated. Substitutions are not permitted without written approval of TEA Project Manager. The awarded Contractor will be responsible for maintaining business records documenting compliance with HUB Program requirements. Contractor shall submit a Progress Assessment Report (PAR) monthly documenting all subcontractor payments made in the preceding month. Submission of the PAR is a condition for payment. The selected Contractor shall also report all 2<sup>nd</sup> and 3<sup>rd</sup> Tier subcontracting in the monthly PAR. PAR's are due no later than the 10<sup>th</sup> day of the following month. The PAR is required to be submitted monthly, even if no activity occurred for the month. Reports shall be submitted electronically to the [HUBOffice@tea.texas.gov](mailto:HUBOffice@tea.texas.gov). In addition to the PAR, Contractor shall also create and maintain a monitoring report to document that it is diligently monitoring and enforcing subcontractor compliance with the Contract. When requested by TEA, Contractor shall furnish TEA with satisfactory proof of its compliance with this provision.

- E. **Encumbrances/Obligations:** All encumbrances, accounts payable, and expenditures shall occur on or between the beginning and ending dates of this Contract. All goods must have been received and all services rendered during the Contract period in order for Contractor to recover funds due. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures.
- F. **Contractor's Proposal:** Contractor's Proposal that was furnished to TEA in response to the competitive solicitation (Request for Proposal) is incorporated in this Contract by reference. The provisions of this Contract shall prevail, however, in all cases of conflict arising from the terms of Contractor's Proposal whether such Proposal is a written part of this Contract or is attached as a separate document.
- G. **Requirements, Terms, Conditions, and Assurances:** The terms, conditions, and assurances, which are stated in the competitive solicitation, in response to which Contractor submitted a Proposal, Response or Bid Package, are incorporated herein by reference for all purposes, although the current General Provisions shall prevail in the event of conflict.
- H. **Records Retention and the Right to Audit:** Contractor shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Contractor in connection with the Contract Project. These records and accounts shall be retained by Contractor and made available for programmatic or financial audit by TEA and by others authorized by law or regulation to make such an audit for a period of not less than 7 years from the date of completion of the Contract Project or the date of the receipt by TEA of Contractor's final claim for payment or final expenditure report in connection with this Contract, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed.

Pursuant to [Section 2262.154](#) of the Texas Government Code, the state auditor may conduct an audit or investigation of Contractor or any other entity or person receiving funds from the state directly under this Contract or indirectly through a subcontract under this Contract. The acceptance of funds by Contractor or any other entity or person directly under this Contract or indirectly through a subcontract under this Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, Contractor or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

Contractor further agrees that acceptance of funds under this Contract acts as acceptance for TEA to conduct an audit or investigation in connection with those funds. Contractor, subcontractors, and any entities receiving funds through this Contract shall cooperate fully with TEA in the conduct of the audit or investigation, including providing all records pertaining to this Contract that are requested.

- I. **Intellectual Property Ownership:** Contractor agrees that all Works are, upon creation, works made for hire and the sole property of TEA. If the Works are, under applicable law, not considered works made for hire, Contractor hereby assigns to TEA all worldwide ownership of all rights, including the Intellectual Property Rights, in the Works, without the necessity of any further consideration, and TEA can obtain and hold in its own name all such rights to the Works. Contractor agrees to maintain written agreements with all officers, directors, employees, agents, representatives and subcontractors engaged by Contractor for the Contract Project, granting Contractor rights sufficient to support the performance and grant of rights to TEA by Contractor. Copies of such agreements shall be provided to TEA promptly upon request.

Contractor warrants that (i) it has the authority to grant the rights herein granted, (ii) it has not assigned or transferred any right, title, or interest to the Works or Intellectual Property Rights that would conflict with its obligations under the Contract, and Contractor will not enter into any such agreements, and (iii) the Works will be original and will not infringe any intellectual property rights of any other person or entity. These warranties will survive the termination of the Contract. If any preexisting rights are embodied in the Works, Contractor grants to TEA the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (a) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such preexisting rights and any derivative works thereof and (b) authorize others to do any or all of the foregoing. Contractor agrees to notify TEA on delivery of the Works if they include any such preexisting rights. On request, Contractor

will provide TEA with documentation indicating a third party's written approval for Contractor to use any preexisting rights that may be embodied or reflected in the Works.

Contractor agrees, at Contractor's expense, to indemnify, hold harmless and defend TEA and the State from claims involving infringement of third parties' licenses, trademarks, copyrights or patents.

**For School Districts and Nonprofit Organizations:** The foregoing Intellectual Property Ownership provisions apply to any school districts, nonprofit organizations, and their employees, agents, representatives, consultants and subcontractors.

**For Education Service Centers (ESCs):** The foregoing Intellectual Property Ownership provisions apply to an ESC and its employees, agents, representatives, consultants, and subcontractors. If an ESC or any of its subcontractor(s) wish to obtain a license agreement to use, advertise, offer for sale, sell, distribute, publicly display, publicly perform or reproduce the Works, or make derivative works from the Works, then express written permission must first be obtained from TEA's Office of Legal Services.

**For Colleges and Universities:** The foregoing Intellectual Property Ownership provisions apply to any colleges and universities and their employees, agents, representatives, consultants, and subcontractors; provided, that for all Works created or conceived by colleges or universities under the Contract, they are granted a non-exclusive, non-transferable, royalty-free license to use the Works for their own academic and educational purposes only. Colleges and universities are prohibited, however, from advertising, offering for sale, selling, distributing, publicly displaying, publicly performing, or reproducing the Works, or making derivative works from the Works that are created or conceived under this Contract, without the express written permission of TEA's Office of Deputy Commissioner for Finance.

**J. Time Delays; Suspension; Sanctions for Failure to Perform; Noncompliance:**

**Time is of the Essence**

Contractor's timely performance is essential to this contract.

**Suspension**

If this Contract is suspended by TEA prior to its expiration date, the reasonable monetary value of services properly performed by Contractor pursuant to this contract prior to suspension shall be determined by TEA and paid to Contractor as soon as reasonably possible. TEA shall not be required to pay any standby hourly rates during a suspension of Work, if TEA suspends performance of the Work because the Work is defective, or Contractor fails to supply sufficiently skilled workers or suitable materials or equipment, or fails to provide required insurance coverage, or fails to furnish or perform the Work in such a way that the completed Work will conform to this Contract.

**Sanctions**

If Contractor, in TEA's sole determination, fails or refuses for any reason to comply with or perform any of its obligations under this Contract, TEA may impose such sanctions as it may deem appropriate. This includes but is not limited to the withholding of payments to Contractor until Contractor complies; the cancellation, termination, or suspension of this Contract in whole or in part; and the seeking of other remedies as may be provided by this Contract or by law. Any cancellation, termination, or suspension of this Contract, if imposed, shall become effective at the close of business on the day of Contractor's receipt of written notice thereof from TEA.

**K. Information Security Requirements, Proprietary, FERPA, and Confidential Information:**

**Access to TEA Confidential Information**

Contractor represents and warrants that it will take all necessary and appropriate action within its abilities to safeguard TEA Confidential Information and to protect it from unauthorized disclosure. If Contractor discloses any TEA Confidential Information to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor. Whenever communications with Contractor necessitate the release of TEA Confidential Information, additional TEA Confidential forms will need to be signed by each individual who will require access to or may be exposed to that information. Contractor shall access TEA's systems or TEA Confidential Information only for the purposes for which it is authorized. TEA reserves the right to review Contractor's security policy to ensure that any data that is on Contractor's servers is secure. Contractor shall cooperate fully by making resources, personnel, and systems access available to TEA and TEA's authorized representative(s).

Contractor shall ensure that any TEA Confidential Information in the custody of Contractor is properly sanitized or destroyed when the information is no longer required to be retained by TEA or Contractor in accordance with this contract. Electronic media used for storing any TEA Confidential Information must be sanitized by clearing, purging or destroying in accordance with such standards established by the National Institute of Standards and Technology and the Center for Internet Security. These standards are also required if Contractor is collecting, maintaining, or analyzing data gathered, collected, or provided under this Contract. Contractor must maintain a record documenting the removal and completion of all sanitization procedures with the following information:

1. Date and time of sanitization/destruction;
2. Description of the item(s) and serial number(s) if applicable;
3. Inventory number(s); and



4. Procedures and tools used for sanitization/destruction.

No later than 60 days from Contract expiration or termination or as otherwise specified in this Contract, Contractor must complete the sanitization and destruction of the data and provide to TEA documentation that the sanitization has been completed. The documents must be certified by an authorized agent of the company.

**FERPA**

Contractor, its employees and subcontractor's, agree that in executing tasks on behalf of the TEA, they will not use any student-identifying information in any way that violates the provisions of FERPA, and will destroy or return all student-identifying information within 60 days of project completion. Contractor also agrees not to disclose any information to which it is privy under this Contract without the prior consent of the agency.

**Access to Internal TEA Network and Systems**

As a condition of gaining remote access to any internal TEA network and systems, Contractor must comply with TEA's policies and procedures. TEA's remote access request procedures will require Contractor to submit TEA Applicable Access Request forms for TEA's review and approval. Remote access technologies provided by Contractor must be approved by TEA's Information Security Officer. TEA, in its sole discretion, may deny network or system access to any individual that does not complete the required forms. Contractor must secure its own connected systems in a manner consistent with TEA's requirements. TEA reserves the right to audit the security measures in effect on Contractor's connected systems without prior warning. TEA also reserves the right to immediately terminate network and system connections not meeting such requirements.

**Disclosure of Security Breach**

Contractor shall provide notice to TEA's Project Manager and TEA's Information Security Officer as soon as possible following Contractor's discovery or reasonable belief that there has been unauthorized use, exposure, access, disclosure, compromise, modification, or loss of sensitive or TEA Confidential Information ("Security Incident"). Within 24 hours of the discovery or reasonable belief of a Security Incident, Contractor shall provide a written report to TEA's Information Security Officer detailing the circumstances of the incident which includes at a minimum:

1. Description of the nature of the Security Incident;
2. The type of TEA information involved;
3. Who may have obtained the information;
4. What steps Contractor has taken or will take to investigate the Security Incident;
5. What steps Contractor has taken or will take to mitigate any negative effect of the Security Incident; and
6. A point of contact for additional information.

Each day thereafter until the investigation is complete, Contractor shall provide TEA's Information Security Officer with a written report regarding the status of the investigation and the following additional information as it becomes available:

1. Who is known or suspected to have gained unauthorized access to TEA information;
2. Whether there is any knowledge if TEA information has been abused or compromised;
3. What additional steps Contractor has taken or will take to investigate the Security Incident;
4. What steps Contractor has taken or will take to mitigate any negative effect of the Security Incident; and
5. What corrective action Contractor has taken or will take to prevent future similar unauthorized use or disclosure.

Contractor shall confer with TEA's Chief Information Security Officer regarding the proper course of the investigation and risk mitigation. TEA reserves the right to conduct an independent investigation of any Security Incident, and should TEA choose to do so, Contractor shall cooperate fully by making resources, personnel, and systems access available to TEA and TEA's authorized representative(s). Subject to review and approval of TEA's Information Security Officer, Contractor, at its own cost, shall provide notice that satisfies the requirements of applicable law to individuals whose personal, confidential, or privileged data were compromised or likely compromised as a result of the Security Incident. If TEA, in its sole discretion, elects to send its own separate notice, then all costs associated with preparing and providing notice shall be reimbursed to TEA by Contractor. If Contractor does not reimburse such costs within 30 days of TEA's written request, then TEA shall have the right to collect such costs.

- L. Refunds Due to TEA:** If TEA determines that TEA is due a refund of money paid to Contractor pursuant to this Contract, Contractor shall pay the money due to TEA within 30 days of Contractor's receipt of written notice that such money is due to TEA. If Contractor fails to make timely payment, TEA may obtain such money from Contractor by any means permitted by law, including but not limited to offset, counterclaim, cancellation, termination, suspension, total withholding, and/or disapproval of all or any subsequent applications for said funds.
- M. Capital Outlay:** If Contractor purchases capital outlay (furniture and/or equipment) to accomplish the Contract Project, title will remain with Contractor for the period of the Contract. TEA reserves the right to transfer capital outlay items for Contract noncompliance during the Contract period or as needed after the ending date of the Contract. This provision applies to any and all furniture and/or equipment regardless of unit price and how the

item is classified in Contractor's accounting record. This provision is applicable when federal funds are utilized for the Contract.

- N. TEA Property (terms):** In the event of loss, damage or destruction of any property owned by or loaned by TEA while in the custody or control of Contractor, Contractor shall indemnify TEA and pay to TEA the full value of or the full cost of repair or replacement of such property, whichever is the greater, within 30 days of Contractor's receipt of written notice of TEA's determination of the amount due. This applies whether the property is developed or purchased by Contractor pursuant to this Contract or is provided by TEA to Contractor for use in the Contract Project. If Contractor fails to make timely payment, TEA may obtain such money from Contractor by any means permitted by law, including but not limited to offset or counterclaim against any money otherwise due to Contractor by TEA.
- O. Governing Law, Venue, and Jurisdiction:** Subject to and without waiving any of TEA's rights, including sovereign immunity, this Contract is governed by and construed under and in accordance with the laws of the State of Texas. Venue for any suit concerning the solicitation, this Contract, and any resulting contract or purchase order shall be in a court of competent jurisdiction in Travis County, Texas.
- P. Point of Contact and Escalation:** All notices, reports and correspondence required by this Contract shall be in writing and delivered to TEA Project Manager listed below or their successors in office. Within 30 days of execution of this Contract, the respective Parties will designate the next level of personnel within each organization to address conflicts or ambiguity that cannot be resolved at the Project Manager level.

TEA	CONTRACTOR
Kelly Callaway	Ethan Fieldman
Instructional Materials Division	Chief Executive Officer
Texas Education Agency	Study Edge
1701 N. Congress Ave	1717 NW 1 <sup>st</sup> Avenue
Austin, Texas 78701	Gainesville, FL 32603
email: kelly.callaway@tea.texas.gov	email: ethan@StudyEdge.com

- Q. Federal Rules, Laws, and Regulations That Apply to all Federal Programs:** Contractor shall be subject to and shall abide by all federal laws, rules, and regulations, pertaining to the Contract Project, including, but not limited to:
- (2) Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. sec. 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64;
  - (3) Title VI of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 CFR Part 100;
  - (4) Title IX of the Education Amendments 1972, as amended (prohibition of sex discrimination in educational institutions) and the regulations effectuating its provisions contained in 34 CFR Part 106, if Contractor is an educational institution;
  - (5) Section 504 of the Rehabilitation Act of 1973, as amended (nondiscrimination on the basis of handicapping condition), and the regulations effectuating its provisions contained in 34 CFR Parts 104 and 105;
  - (6) The Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age), and the implementing regulations contained in 34 CFR, Part 110;
  - (7) Family Educational Rights and Privacy Act of 1975, as amended, and the implementing regulations contained in 34 CFR, Part 99, if Contractor is an educational institution;
  - (8) Section 509 of H.R. 5233 as incorporated by reference in P.L. 99-500 and P.L. 99-591 (prohibition against the use of federal grant funds to influence legislation pending before Congress);
  - (9) P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103-382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and
  - (10) General Education Provisions Act, as amended.

**The Code of Federal Regulations (CFR)** annual edition is the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government produced by the Office of the Federal Register (OFR) and the Government Publishing Office. Website: [http://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

- R. Forms, Assurances, and Reports:** Contractor shall timely make and file with the proper authorities all forms, assurances and reports required by federal laws and regulations. TEA shall be responsible for reporting to the proper authorities any failure by Contractor to comply with the foregoing laws and regulations coming to TEA's attention, and may deny payment or recover payments made by TEA to Contractor in the event of Contractor's failure so to comply. Contractor who is indebted or owes delinquent taxes to the state will have any payments under the Contract applied toward the debt or delinquent taxes owed the state until the account is paid in full, regardless of when the debt or delinquency was incurred. This provision does not apply if the warrant or transfer results in payments being made in whole or in part with money paid to the state by the Federal Government. Pursuant to 34 TAC §201.14 -18 and Texas Government Code, Chapter 2161, Contractors shall maintain business records documenting compliance with the HUB subcontracting plan (HSP) and shall submit a compliance report to TEA monthly, in the format required by TEA. The compliance report submission shall be

required as a condition for payment. If Contractor subcontracts any part of the Contract in a manner that is not consistent with its HSP, the selected respondent must submit a revised HSP before subcontracting any of the work under the Contract. If Contractor subcontracts any of the work without prior authorization and without complying with this section, Contractor is deemed to have breached the Contract and is subject to any remedial actions provided by Government Code, Chapter 2161, and other applicable state law.

- S. **Signature Authority; Final Expression; Superseding Document:** Contractor certifies that the person signing this Contract has been properly delegated this authority. The Contract represents the final and complete expression of the terms of agreement between the parties. The Contract supersedes any previous understandings or negotiations between the parties. Any representations, oral statements, promises or warranties that differ from the Contract shall have no force or effect. The Contract may be modified, amended or extended only by formal written amendment properly executed by both TEA and Contractor.
- T. **Antitrust:** By signing this Contract, Contractor, represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation or institution has, (1) violated the antitrust laws of the State of Texas under [Texas Business and Commerce Code, Chapter 15](#), or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract.
- U. **Family Code Applicability:** By signing this Contract, Contractor, if other than a state party, certifies that in [Section 231.006](#) of the Family Code, that Contractor is not ineligible to receive specified grant, loan, or payment under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. TEA reserves the right to terminate this Contract if Contractor is found to be ineligible to receive payment. If Contractor is found to be ineligible to receive payment and the Contract is terminated, Contractor is liable to TEA for attorney's fees, the costs necessary to complete the Contract, including the cost of advertising and awarding a second contract, and any other damages or relief provided by law or equity.
- V. **Dispute Resolution:** The dispute resolution process provided for in [Chapter 2260](#) of the Texas Government Code must be used by TEA and Contractor to attempt to resolve all disputes arising under this Contract. The parties may agree to mediation of their dispute at any time. However, if all issues in dispute are not completely resolved through direct negotiations between the parties within 180 days after TEA receives Contractor's notice of claim, then the parties must submit the dispute to mediation before a mutually acceptable mediator in Travis County, Texas. The mediation must be completed on or before 270 days after TEA receives Contractor's notice of claim. Completion of the mediation is a condition precedent to the filing of a contested case hearing under Chapter 2260. TEA's participation in mediation or any other dispute resolution process shall not waive any of TEA's contractual or legal rights and remedies, including but not limited to sovereign immunity.
- W. **Interpretation:** In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, Appendices, General Provisions, Special Provisions, Exhibits, and Attachments or other documents; this Contract and its General Provisions, Appendices and Special Provisions shall take precedence over all other documents which are a part of this Contract.
- X. **Compliance with Laws:** Contractor 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 Contractor's performance, including if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations. For the entire duration of the Contract, Contractor shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. When required or requested by TEA, Contractor shall furnish TEA with satisfactory proof of its compliance with this provision.
- Y. **Public Information:** TEA is subject to the provisions of the Texas Public Information Act. If a request for disclosure of this Contract or any information related to the goods or services provided under the Contract or information provided to TEA under this Contract constituting a record under the Act is received by TEA, the information must qualify for an exception provided by the Act in order to be withheld from public disclosure. Contractor authorizes TEA to submit any information contained in the Contract, provided under the Contract, or otherwise requested to be disclosed, including information Contractor has labeled as confidential proprietary information, to the Office of the Attorney General for a determination as to whether any such information may be exempt from public disclosure under the Act. If TEA does not have a good faith belief that information may be subject to an exception to disclosure, TEA is not obligating itself by this Contract to submit the information to the Attorney General. It shall be the responsibility of Contractor to make any legal argument to the Attorney General or appropriate court of law regarding the exception of the information in question from disclosure. Contractor waives any claim against and releases from liability TEA, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by Contractor and determined by the Attorney General or a court of law to be subject to disclosure under the Act.

Under [Section 2252.907](#) of the Texas Government Code, a contract between a state governmental entity and a non-governmental contractor involving the exchange or creation of public information, as defined by the [Texas Government Code Section 552.002](#), must require the non-governmental contractor to make any information



created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. TEA Project Manager will provide the specific format by which Contractor is required to make the information accessible by the public.

- Z. Gratuities:** By signing this Contract, Contractor represents and warrants that Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.
- AA. Protests:** Any actual or prospective Respondent, Proposer, Bidder, or Contractor who is aggrieved in connection with the solicitation, evaluation, or award of this Contract by TEA may submit a formal protest to the Director of TEA's Contracts, Purchasing and Agency Services (PCAS) Division. This protest procedure shall be the exclusive method by which anyone may make a challenge to any aspect of TEA's contracting process. TEA will not be required to consider the merits of any protest unless the written protest is submitted within 10 working days after such aggrieved person knows, or reasonably should have known, of the occurrence of the action which is protested. The protest document must meet with all requirements in applicable law and TEA's rules ([19 TAC Section 30.2002](#)) <http://ritter.tea.state.tx.us/rules/tac/index.html>.
- If the protest procedure results in a final determination by TEA that a violation of law has occurred in its contracting process in a case in which a contract has been awarded, then TEA may declare the contract void at inception. In that event, the party who had been awarded the contract shall have no rights under the contract and no remedies under the law against TEA.
- BB. Liability for and Payment of Taxes:** Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, state, or local income, sales or excise taxes of Contractor or its employees. TEA shall not be liable for any taxes resulting from this Contract.
- CC. Severability:** In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, the invalid provision will be deemed severable and stricken from the Contract as if it had never been incorporated herein. The remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.
- DD. Conformance:** Contractor warrants that all goods and services furnished shall conform in all respects to the terms of this Contract, including any drawings, specifications or standards incorporated herein, and any defects in materials, workmanship, and free from such defects in design. In addition, Contractor warrants that goods and services are suitable for and will perform in accordance with the purposes for which they are intended.
- EE. Felony Criminal Convictions:** Contractor represents and warrants that Contractor has not and Contractor's employees assigned to TEA projects have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Contractor has fully advised TEA as to the facts and circumstances surrounding the conviction.
- FF. Criminal Background Checks:** If during the term of this Contract, Contractor, and/or Contractor staff, or subcontractor have access to Texas public school campuses, all Contractor and/or Contractor's staff must submit to a national criminal history record information review (includes fingerprinting) and meet all eligibility standards and criteria as set by TEA before serving in assignments on behalf of TEA. This requirement applies to all individuals who currently serve or will serve in TEA assignments that have the possibility of direct contact with students. Assignments are contingent upon meeting TEA eligibility standards. Contractor and/or any staff member of Contractor who may perform services under this Contract must complete this criminal history review before the beginning of an assignment. If said individuals have not completed this requirement or the review results in a determination that Contractor is not eligible for assignment, this Contract will be terminated effective immediately or the date of notice of non-eligibility, whichever is earliest.
- GG. Assignment of Contract:** This Contract may not be assigned, sold, or transferred without the express written consent of TEA Purchasing, Contracts, and Agency Services (PCAS) Division. An attempted assignment after Contract award without TEA approval will constitute a material breach of Contract.
- HH. Buy Texas:** In accordance with Government Code, [Section 2155.444](#), the State of Texas requires that during the performance of a contract for services, Contractor 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. This provision does not apply if Contractor receives any federal funds under this Contract.
- II. Excluded Parties List System:** TEA and Contractor must adhere to the directions provided in the President's [Executive Order \(EO\) 13224](#), Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, which may be viewed at <http://www.whitehouse.gov/briefing-room/presidential-actions/executive-orders>. That Executive Order prohibits any transaction or dealing by United States persons, including but not limited to the making or receiving of any contribution of funds, goods, or services to or for the benefit of those persons listed in the General Services Administration's Excluded Parties List System (EPLS) which may be viewed on the System for Award Management (SAM) site at <http://www.sam.gov>.

**JJ. Suspension and Debarment:** Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local government entity and that Contractor is in compliance with the State of Texas statutes and rules relating to procurement. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Contract.

**KK. Electronic and Information Resources Accessibility Standards:** State agencies shall procure products which comply with the State of Texas Accessibility requirements for Electronic Information Resources specified in [1 TAC Chapter 213](#) when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

Regulations updating the accessibility requirements for entities covered by Section 508 of the Rehabilitation Act of 1973 have been adopted in FY 2015. Therefore, all current and potential contractors are hereby notified of the changes. The current technical requirements for accessibility contained within this regulation form the basis for our Texas TAC rules on EIR Accessibility.

This refresh of 508 uses the [WCAG 2.0 AA Accessibility Guidelines](#) (also ISO/IEC standard 40500) as the new technical standard that federal agencies are required to meet when procuring products and services. The Texas Department of Information Resources is modifying the TAC rules to align with it.

Given this change, all Texas agencies and institutions of higher education must begin using or specifying WCAG 2.0 AA guidelines for the design of new websites or web applications. The rationale is twofold:

- (2) It is technically difficult and expensive to bring these websites/applications to WCAG 2.0 AA later.
- (3) WG 2.0 AA is a superior, more flexible standard and is in use all over the world. If a website is compliant with WCAG 2.0 AA, it will, by default comply with our current TAC rules on EIR Accessibility.

Web development Contractors should already be familiar with designing to this standard, and their ability to meet these standards should be a strong consideration in the selection process.

The free online resources listed below are available to assist developers and content producers in transitioning to these guidelines.

[WCAG 2.0 at a glance](#)

[IBM Developer Guidelines Web Checklist](#)

[Webaim.org Accessibility Checklist](#)

All websites must follow Federal 508 accessibility requirements and Web Content Accessibility Guidelines (WCAG) 2.0 AA standards and be tested for accessibility before acceptance by TEA. For sites developed outside of TEA, the vendor must contract with a third party with expertise and a proven track record in accessibility testing. This company must evaluate the site and produce a report that verifies the site is compliant to (WCAG) 2.0 AA.

The awarded Contractor must employ real users with disabilities for manual testing. Contractor must provide a report that will include the results of auto-testing, screen-by-screen assessments, pass/fail status for each of the identified compliance standards to be met and recommendations for how to repair the screens/pages that do not meet the standards. Remediation recommendations shall be provided to the code level. The report should include documentation of the experience of real users with disabilities and may recommend techniques for improving the usable accessibility of the application. Contractor shall validate, by title, if all accessibility requirements have been met.

**LL. Collusion:** Contractor certifies and represents that Contractor has not colluded with, nor received any assistance from, any person who was paid by TEA to prepare specifications or a solicitation on which a Contractor's Bid or Proposal or Response is based and will not allow any person who prepared the respective specifications or solicitation to participate financially in any contract award.

**MM. Social Security Numbers Withheld:** TEA will not provide Social Security Numbers (SSNs) to any Contractor under this Contract unless specifically specified as part of the Contract Project requirements. TEA, its Contractors and their subcontractors, will not require or request school districts to provide SSNs under this Contract. Contractor agrees that in executing tasks on behalf of TEA, they will not use any student-identifying information in any way that violates the provisions of FERPA, and will destroy or return all student-identifying information to TEA within 30 days of project completion. An authorized officer of Contractor must certify that ALL records have either been properly destroyed or returned to TEA in order to close out the Contract.

**NN. Nondisclosure; Press Releases:** All information gathered, produced, derived, obtained, analyzed, controlled or Accessed by Contractor in connection with this Contract shall be and remain confidential and shall not be released or disclosed by Contractor without the prior written consent of TEA, which consent must specifically identify the confidential Independent Contractor. Contractor or Contractor's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing the services under any purchase order resulting from this Contract. Contractor or Contractor's employees, representatives, agents and any subcontractors shall not be employees of TEA. Should Contractor subcontract any of the services required in this Contract, Contractor expressly understands and acknowledges that in entering into such subcontract(s), TEA is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve bidder of the

responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this Contract.

**OO. Independent Contractor:** Contractor or Contractor's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing the services under any purchase order resulting from this Contract. Contractor or Contractor's employees, representatives, agents and any subcontractors shall not be employees of TEA. Should Contractor subcontract any of the services required in this Contract, Contractor expressly understands and acknowledges that in entering into such subcontract(s), TEA is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve bidder of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this Contract.

**PP. Contractor Performance:** All state agencies must report unsatisfactory Contractor performance on purchases over \$25,000. Proposers who are in default or otherwise not in good standing under any other current or prior contract with TEA at the time of selection will not be eligible for award of this Contract. A Proposer's past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of Government Code §§ 2155.074, 2155.075, 2156.007, 2157.003, and 2157.125. Proposers may fail this selection criterion for any of the following conditions: A score of less than 90% in Contractor Performance System, currently under a Corrective Action Plan, having repeated negative Contractor performance reports for the same reason, having purchase orders that have been cancelled in the previous 12 months for non-performance (i.e. late delivery, etc.). TEA may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through Contractor Performance Tracking System (as authorized by 34 Texas Administrative Code §20.108). TEA or a designee may conduct periodic contract compliance reviews without advance notice, to monitor performance. TEA may examine other sources of Contractor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Any such investigations shall be at the sole discretion of TEA, and any negative findings, as determined by TEA, may result in non-award to the Proposer.

Agencies report satisfactory and exceptional Contractor performance to assist in determining best value. In accordance with [Texas Government Code, §2155.074 and §2155.75](#). Contractor performance may be used as a factor in future contract awards. Contractor performance information is located on the CPA website at <https://www.comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/>

**QQ. Termination:** This Contract shall terminate upon full performance of all requirements contained in this Contract, unless otherwise extended or renewed as provided in accordance with the Contract Terms and Conditions.

1. **Termination for Convenience:** TEA may terminate this Contract at any time, in whole or in part, without penalty, by providing 15 calendar days' advance written notice to Contractor. In the event of such a termination, Contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. TEA shall be liable for reimbursing only those expenses incurred by Contractor that are permitted, properly performed under this Contract and were incurred prior to the effective termination date.
2. **Termination for Cause/Default:** If Contractor fails to provide the goods or services contracted for according to the provisions of the Contract, or fails to comply with any of the terms or conditions of the Contract, TEA may, upon written notice of default to Contractor, immediately terminate all or any part of the Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law or under the Contract.

TEA may exercise any other right, remedy or privilege which may be available to it under applicable law of the state and any other applicable law or may proceed by appropriate court action to enforce the provisions of the Contract, or to recover damages for the breach of any agreement being derived from the Contract. The exercise of any of the foregoing remedies will not constitute a termination of the Contract unless TEA notifies Contractor in writing prior to the exercise of such remedy.

Contractor shall remain liable for all covenants and indemnities under the Contract. Contractor shall be liable for all costs and expenses, including court costs, incurred by TEA with respect to the enforcement of any of the remedies listed herein.

3. **Termination Due to Changes in Law:** If federal or state laws or regulations or other federal or state requirements are amended or judicially interpreted so that either party cannot reasonably fulfill this Contract and if the parties cannot agree to an amendment that would enable substantial continuation of the Contract, the parties shall be discharged from any further obligations under this contract.
4. **Rights upon Termination or Expiration of Contract:** In the event that the Contract is terminated for any reason, or upon its expiration, TEA shall retain ownership of all associated work products and documentation obtained from Contractor under the Contract.



5. **Survival of Terms:** Termination of the Contract for any reason shall not release Contractor from any liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, invoice and fees verification.
6. **Contract Transition:** In the event a subsequent competitive solicitation is awarded to a New Contractor, the Outgoing Contractor shall hand-over to the New Contractor all "Works" including but not limited to the following: data, materials, database access, intellectual property, source code, training materials, access to websites, asset transfer, and maintenance of service commitments. The purpose of transition planning is to ensure a seamless and continuous service when changing from one contract to another. The Outgoing Contractor will begin shipping, transmitting or providing access to all appropriate materials and data to the New Contractor within 10 days of announcement of award at the New Contractor's expense for data processing and production, packing and shipping. The Outgoing Contractor will be responsible for providing the services identified in the Contract until all records have been completely transferred to the New Contractor. The Outgoing Contractor is responsible for performing due diligence to ensure that all the transition activities are identified and completed during the Contract transition.

The Outgoing Contractor shall submit to TEA requested reports and data. TEA will not release the final invoice until all materials are returned to TEA or their designee. TEA Project Manager shall approve the Transition Plan prior to its implementation. The Transition Plan must minimize the impacts on continuity of operations and maintain communication with TEA Project Manager and the New Contractor.

- RR. Amendments:** All amendments to this Contract will be in a manner as prescribed by the TEA Contracting Process and are, subject to Paragraph B of the General Provisions and will be made on the AMENDMENT TO TEA STANDARD CONTRACT form. All amendments will be initiated by TEA Purchasing and Contracts staff. An Amendment to this Contract will become effective on the date of signature of TEA or the effective date shown on the amendment document whichever is first. All Amendments must be signed by both parties.

If the solicitation documents and contract documents for a TEA contract submitted to the Texas Comptroller of Public Accounts' Contract Advisory Team (CAT) (contracts with a value of at least \$10 million pursuant to Texas Government Code Section 2262.101(1) substantially changes, agencies are required to resubmit their solicitation documents(s) for CAT review. Changes in the major contract solicitation are considered substantial when: 1) the solicitation change caused the estimated value for the original term of the contract, not including renewal periods, to increase by 20% or more; 2) or there are significant revisions, deletions and/or additions to the specifications, statement of work (SOW), set(s) of deliverables, performance measures, payment methodology, etc.

1. For all other contracts (excludes major contracts) the Contractor is permitted to re-budget among direct cost categories within the approved budget to meet unanticipated requirements and to make limited changes 25% or up to \$1,000 in a direct category in the approved budget without the issuance of a written Amendment as long as the total budget amount does not change. Contractors are required to report deviations from budget and request prior approvals from the TEA Project Manager. Additionally, a revised budget document must be submitted to TEA Project Manager for approval. Once approved, the documents must be submitted to the Contract staff for incorporation into the contract file. Failure to submit the budget documents will result in invoices being rejected or payment delayed.
2. Written amendments are required for the following Contract changes:
  - a. Any revision which would result in the need for additional funding;
  - b. Revisions or additions to the scope of work, deliverables, or objectives of the Contract (regardless of whether there is an associated budget revision requiring prior approval). Increases of 20% or more for major contracts must be approved by the Texas Comptroller;
  - c. A request to extend the period of the Contract;
  - d. Any reduction of funds or reduction in the scope of work;
  - e. Whenever a line item within a class/object code is added;
  - f. An increase in the quantity of capital outlay item(s) requested; and
  - g. An increase or decrease in the number of positions charged to Contract.

- SS. Payment:** Payment for goods or services purchased with state-appropriated funds will be issued by electronic direct deposit from the State Treasury. Direct deposit is the preferred method of payment. Additional information and a Direct Deposit Authorization application may be found at: <https://fm.xcpa.state.tx.us/fm/payment/index.php>. Invoices must be submitted to [TEAAccountsPayable@tea.texas.gov](mailto:TEAAccountsPayable@tea.texas.gov) and TEA Project Manager. Any payment owed by TEA must be transmitted electronically to Contractor no later than 30 days after the later of:

1. Day on which TEA received the goods;
2. Date the performance of the service under the Contract is completed; or
3. Day on which TEA received the complete and correct invoice for goods or services.



Payment for service(s) described in this Contract is contingent upon satisfactory completion of the deliverables or services. TEA project manager may also utilize a Deliverables and Services Review and Acceptance Process written procedures. When the formal procedures are to be utilized, the TEA project manager will provide to the selected Contractor a copy of the Handbook. Contractor must submit final deliverables to TEA for review and approval prior to invoicing. These include test items developed under the Contract. "Final" deliverable means a deliverable that, in the belief and testimony of Contractor, is in final completed form and in compliance with all required specifications as defined by project documentation and this Contract. TEA will review each deliverable, including test items, submitted by Contractor for quality and alignment to the deliverable definition agreed to under the "Deliverables and Services Definition Process". TEA will have 15 working days to approve a deliverable or request revisions to the deliverable. TEA must review and approve any deliverable before it may be invoiced by Contractor. If TEA finds a submitted deliverable to be substandard or not in compliance with the deliverable definition agreed to under the "Deliverables and Services Definition Process" provided by the TEA Program Manager, located in the Service Level Agreement or the Contract Monitoring Tool. Contractor will have 10 working days to provide a Corrective Action Plan and address the quality or other compliance requirement and resubmit the deliverable. Additional costs incurred by Contractor that result from repeated submissions and revising of substandard deliverables will be borne solely by Contractor and not charged against the Contract or to TEA. This process will apply to all deliverables and requirements of the Contract, including test items developed. This does not preclude an arrangement that allows Contractor to bill against a deliverable as progress is made toward completing that deliverable, so long as documentation of such progress in a form and nature satisfactory to TEA is provided and is approved by TEA. It is up to Contractor to request incremental billing based on progress towards a deliverable, and such a request must be approved by TEA prior to submission of any invoice by Contractor. TEA reserves the right to reject and not provide payment for deliverables found to be substandard or not in compliance with the deliverable definition agreed to under the "Deliverables and Services Definition Process", including test items developed under the Contract. Contractor is strongly encouraged to collaborate with TEA on draft versions of any deliverables or services and request review(s) of such draft versions before submitting a final version.

**Retainage:** TEA may withhold 5% or less of each payment as retainage for certain projects. Retainage fees must be stated in the competitive solicitation and documented in the Contract. The fees may not be arbitrarily imposed after execution of the Contract. The release of retainage shall be requested in the final invoice.

Unless otherwise stated, payment under this Contract will be made upon performance of services based upon submission of an expenditure report/invoice, properly prepared and certified, outlining expenditures by cost category. Include the Contract number, purchase order number, and the Texas Comptroller of Public Accounts Texas Identification Number (TIN) on all invoices/expenditure reports. The cost categories provided in the expenditure report/invoice must coincide with the cost categories detailed in the approved budget. A list of tasks/activities performed during the invoice period must accompany the expenditure report/invoice. The final expenditure report/invoice is due within 45 days after the end of the Contract. Payment on the final expenditure report is contingent upon receipt of all reports/products required by this Contract.

An encumbrance, accounts payable, and expenditure, as with all other contract accounting terms, will be as defined in the *Financial Accounting and Reporting Module of [TEA Financial Accountability System Resource Guide](#)*. All goods must have been received and all services rendered by the ending date of this Contract in order for Contractor to include these costs as either expenditures or as accounts payable and, thereby, recover funds due. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures.

Contractor who is indebted or owes delinquent taxes to the state will have any payments under the Contract applied toward the debt or delinquent taxes owed the state until the amount is paid in full, regardless of when the debt or delinquency was incurred. TEA shall determine whether a payment law prohibits the Comptroller from issuing a warrant or initiating an electronic funds transfer to a person before TEA enters into a written contract with that person.

Contractor may verify its account status by accessing the Texas Comptroller's website at [https://fm.xcpa.state.tx.us/fm/pubs/purchase/restricted/index.php?section=indebted&page=persons\\_indebted](https://fm.xcpa.state.tx.us/fm/pubs/purchase/restricted/index.php?section=indebted&page=persons_indebted)

**TT. Prohibition of text messaging and emailing while driving during official federal grant business:** Federal grant recipients and their grant personnel are prohibited from texting messaging while driving a government owned vehicle or while driving their own privately-owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under [Executive Order 13513](#), "Federal Leadership on Reducing Text Messaging While Driving," effective October 1, 2009.

**UU. Insurance:** Contractor represents and warrants that it will, within five business days of being requested by TEA, provide TEA with current certificates of insurance or other proof acceptable to TEA of the following insurance coverage:

**Workers Compensation & Employers Liability:** Contractor must maintain Workers' Compensation insurance coverage in accordance with statutory limits.

Workers Compensation: Statutory Limits  
Employers Liability: Each Accident \$1,000,000  
Disease- Each Employee \$1,000,000  
Disease-Policy Limit \$1,000,000

This state of Texas website (Coverage starts with 406 of the Labor code) addresses what Texas requires may be found at: <http://www.tdi.texas.gov/wc/act/index.html>

Commercial General Liability: Occurrence based:  
Bodily Injury and Property Damage  
Each occurrence limit: \$1,000,000;  
Aggregate limit: \$2,000,000;  
Medical Expense each person: \$5,000;  
Personal Injury and Advertising Liability: \$1,000,000;  
Products /Completed Operations Aggregate Limit: \$2,000,000; and  
Damage to Premises Rented to You: \$50,000

Contractor represents and warrants that all of the above coverage is with companies licensed in the state of Texas, with "A" rating from A.M. Best, and authorized to provide the corresponding coverage. Contractor also represents and warrants that all policies contain endorsements prohibiting cancellation except upon at least 30 days' prior written notice to TEA. Contractor represents and warrants that it shall maintain the above insurance coverage during the term of this contract, and shall provide TEA with an executed copy of the policies immediately upon request.

- VV. Force Majeure:** Neither Contractor nor TEA shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Contract 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 business days of the existence of such force majeure, or otherwise waive this right as a defense.
- WW. Drug Free Workplace Policy:** Contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and Contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.
- XX. Abandonment or Default:** If Contractor defaults on the Contract, TEA reserves the right to cancel the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible Proposer. The defaulting Contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by TEA based on the seriousness of the default.
- YY. Applicable Law and Conforming Amendments:** Contractor must comply with all laws, regulations, requirements and guidelines applicable to a Contractor providing services to the State of Texas as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. TEA reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for TEA or Contractor's compliance with all applicable State and federal laws, and regulations.
- ZZ. Education Service Center:** No funds transferred to Regional Education Service Centers or to school districts may be used to hire a registered lobbyist.

**SPECIAL PROVISIONS - D**  
**Historically Underutilized Business Subcontracting Plan (HSP)**

- A. Contractor's HSP is attached and incorporated herein.
- B. Any changes to the HUB Subcontracting Plan (HSP) must be approved by the Agency HUB Coordinator before staffing changes are initiated.
- C. Contractor must submit monthly compliance reports (Prime Contractor Progress Assessment Report (PAR) to the TEA HUB Office, verifying their compliance with the HSP, including the use/expenditures they have made to all subcontractors. Contact the HUB Office at [HUBOffice@tea.texas.gov](mailto:HUBOffice@tea.texas.gov) or visit our website at: [http://tea.texas.gov/About\\_TEA/Agency\\_Finances/Procurement and Historically Underutilized Business Program/](http://tea.texas.gov/About_TEA/Agency_Finances/Procurement_and_Historically_Underutilized_Business_Program/)



# HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE:** Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

## - - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(ii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contract expected to be subcontracted to HUBs with which the respondent **does not** have a continuous contract\* in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

## SECTION-1: RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: Study Edge State of Texas VID #: 14748826279  
 Point of Contact: Melody Pak Phone #: 352-327-8218  
 E-mail Address: Melody@StudyEdge.com Fax #: NA
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No
- c. Requisition #: 701-16-023 Bid Open Date: 11/23/2015

(mvd/yyy)

Enter your company's name here: Study Edge

Requisition #: ATTACHMENT C  
701-16-023**SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including contracted staffing, goods, services, transportation and delivery will be subcontracted. Note: In accordance with 34 TAC §20.11., a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- ☐ - Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b of this SECTION and continue to Item c of this SECTION.)
- ☒ - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods, services, transportation and delivery. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a "continuous contract" in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a "continuous contract" in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/proc/hub-subcontracting-plan/>)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- ☐ - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- ☐ - No (If No, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you do not have a "continuous contract" in place with for more than five (5) years, meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- ☐ - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- ☐ - No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Study Edge

Requisition #: ATTACHMENT C  
701-16-023**SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)**

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a "continuous contract" in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a "continuous contract" in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
44		%	%	%
45		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



Enter your company's name here: Study EdgeATTACHMENT C  
Requisition #: 701-16-023**SECTION-3: SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

If you responded "No" to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

Please see Section 3 of Proposal

**SECTION-4: AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must maintain...

ik

Director, Statewide  
Implementation

12/19/2015

Printed Name

Title

Date  
(month/year)**Reminder:**

- If you respond "No" to SECTION 2, Item a, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you respond "Yes" to SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

***HSP Good Faith Effort - Method A (Attachment A)***

**Enter your company's name here:** Study Edge

**Requisition #: 701-16-023**

**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcon-plan-gfe-actvn-a.pdf>

## SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number:	Description:
--------------	--------------

## SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

[illegible]

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the



CONFIDENTIAL

ATTACHMENT C

contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

Page 1 of 1  
(Attachment A)

# HSP Good Faith Effort - Method B (Attachment B)

ATTACHMENT C

Rev 09/15

Enter your company's name here: Study Edge

Requisition #: 701-16-023

**IMPORTANT:** If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/proghub/hub-forms/hub-sbcont-plan-gle-achm-b.pdf>

## SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: Description:

## SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If Yes, to continue to SECTION B-4.)

☐ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

## SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/proghub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.cpa.state.tx.us/passcomblsearch/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?	
			<input type="radio"/> - Yes	<input type="radio"/> - No
			<input type="radio"/> - Yes	<input type="radio"/> - No
			<input type="radio"/> - Yes	<input type="radio"/> - No

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/proghub/mwb-links-1/>.
- List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?	
		<input type="radio"/> - Yes	<input type="radio"/> - No
		<input type="radio"/> - Yes	<input type="radio"/> - No

# HSP Good Faith Effort - Method B (Attachment B) Cont.

ATTACHMENT C

Rev 09/15

Enter your company's name here: Study EdgeRequisition #: 701-16-023

## SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB		VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="radio"/> - Yes	<input type="radio"/> - No		\$	%
	<input type="radio"/> - Yes	<input type="radio"/> - No		\$	%
	<input type="radio"/> - Yes	<input type="radio"/> - No		\$	%
	<input type="radio"/> - Yes	<input type="radio"/> - No		\$	%
	<input type="radio"/> - Yes	<input type="radio"/> - No		\$	%
	<input type="radio"/> - Yes	<input type="radio"/> - No		\$	%
	<input type="radio"/> - Yes	<input type="radio"/> - No		\$	%
	<input type="radio"/> - Yes	<input type="radio"/> - No		\$	%
	<input type="radio"/> - Yes	<input type="radio"/> - No		\$	%
	<input type="radio"/> - Yes	<input type="radio"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

## **Contractor's Proposal Response to RFP 701-16-023**