



TEXAS EDUCATION AGENCY
William B. Travis Building
1701 North Congress Avenue
Austin, Texas 78701-1494

REQUEST FOR PROPOSAL (RFP)

RFP No.: 701-11-024

Development and Administration of Texas Educator Certification Examinations

Authorized by TEC § 21.031

PROPOSAL DELIVERY LOCATION: Purchasing & Contracts Division Texas Education Agency 1701 N. Congress Ave., Rm. 2-125 Austin, TX 78701-1494 (512) 463-9041	REFER INQUIRIES TO: Kay Wagner Fax: 512-475-1706 kay.wagner@tea.state.tx.us
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**WITHOUT EXCEPTION - PROPOSAL MUST BE TIME AND DATE STAMPED BY THE TEA
PURCHASING & CONTRACTS BEFORE:**

Wednesday, January 19, 2011- 2:00 P.M., Central Time

Pursuant to the Provisions of the Texas Government Code Title 10 Subtitle D Chapter 2156.121 – 2156.127, sealed proposals will be received until the date and time established for receipt. After receipt, names, prices and other proposal details may only be divulged after award of a contract, if a contract is awarded. Award is defined as the contract executed by both parties. The award notice will be posted to the electronic state business daily at <http://esbd.cpa.state.tx.us/>

Pursuant to Chapter 2155.131 of the Texas Government Code, the Office of the Comptroller of Public Accounts has delegated authority to the Texas Education Agency to conduct this Request for Proposal and to award a contract for the purposes stated herein.

All written requests for information will be communicated to all applicants known to the agency.

All proposals shall become the property of the State of Texas upon receipt.

All proposals must be delivered to the Texas Education Agency Purchasing & Contracts as required by the instructions within this request. All addenda to and interpretation of this solicitation shall be in writing. The State shall not be legally bound by an addenda or interpretation that is not in writing.

Contractor understands and agrees that no public disclosures or news releases pertaining to this RFP, subsequent award, or any results based on information provided or obtained to fulfill requirements of this RFP shall be made without prior written approval of TEA.

NOTE: Failure to formalize the terms of the proposal by signing the Execution of Offer will result in disqualification of the offer contained within the bid package. Proposer must identify any General Provisions terms to which Proposer takes exception to with the submission of the proposal to this RFP. If a proposal is signed and submitted without including a specific identification of all General Provisions that the Proposer takes exception to, TEA will not negotiate the General Provisions.

TABLE OF CONTENTS

	<u>Page</u>
<u>SECTION ONE INTRODUCTION AND PURPOSE</u>	
1.1 PURPOSE OF THE REQUEST FOR PROPOSAL (RFP)	2
1.2 BACKGROUND INFORMATION	2
1.3 CONTRACT TERM/OPTION TO EXTEND	4
1.4 BUDGET	4
1.5 PROJECT DESCRIPTION AND REQUIREMENTS	4
<u>SECTION TWO GENERAL INSTRUCTIONS AND STANDARD PROPOSAL REQUIREMENTS</u>	
2.1. PROPOSAL SUBMISSION, DATE, AND TIME	15
2.2. EXPECTED SEQUENCE OF EVENTS/CRITICAL DATES	16
2.3. QUESTIONS RECEIVED PRIOR TO OPENING OF PROPOSALS	16
2.4. STANDARD PROPOSAL REQUIREMENTS	17
2.5. STATE NOT RESPONSIBLE FOR PREPARATION COSTS	17
2.6. DISCLOSURE OF PROPOSAL CONTENT	17
2.7. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PLAN	18
2.8. CONFLICT OF INTERESTS	19
<u>SECTION THREE PROPOSAL FORMAT AND CONTENT</u>	
3.1. PROPOSAL FORMAT AND CONTENT	20
3.2. UNDERSTANDING OF THE PROJECT AND METHODOLOGY	20
3.3. MANAGEMENT PLAN FOR THE PROJECT	20
3.4. TASK ACTIVITY PLAN	21
3.5. COST PROPOSAL	21
3.6. PROPOSER'S FINANCIAL RESPONSIBILITY	21
3.7. EVALUATION CRITERIA	22
<u>SECTION FOUR REVIEW OF PROPOSALS</u>	
4.1. REVIEW OF PROPOSALS	23
4.2. SELECTION CRITERIA	23
<u>SECTION FIVE CONTRACTUAL REQUIREMENTS</u>	
5.1 CONTRACTOR'S PROPOSAL	25
5.2 PROJECT REVIEW REQUIREMENT	25
5.3 PROJECT TIMELINES	25
5.4 PROJECT REPORTING REQUIREMENTS	25
5.5 PAYMENT	25
SECTION SIX ATTACHMENTS	
ATTACHMENT A – NOTICE OF INTENT TO SUBMIT A PROPOSAL	
ATTACHMENT B – EXECUTION OF OFFER, AFFIRMATION OF TERMS AND CONDITIONS AND PROPOSAL PREFERENCES	
ATTACHMENT C – HUB SUBCONTRACTING PLAN (HSP)	
ATTACHMENT D – SUGGESTED FORMAT FOR PROPOSAL COVER PAGE	
ATTACHMENT E – COST PROPOSAL	
ATTACHMENT F – SCHEDULE OF TASK COMPLETION	

REQUEST FOR PROPOSAL

For the Development and Administration of Texas Educator Certification Examinations

SECTION ONE: INTRODUCTION AND PURPOSE

1.1 PURPOSE OF THE REQUEST FOR PROPOSAL (RFP)

It is the intent of the Texas Education Agency (TEA) to solicit proposals to provide the development and administration of Texas Educator Certification Examinations in accordance with all requirements stated herein. This Request for Proposal (RFP) relates to activities conducted to test educators in Texas for certification, including but not limited to the *Texas Examinations of Educator Standards (TExES)*, *Texas Examinations for Master Teachers (TExMaT)*, and other current assessments or certification examinations.

Eligible Proposers are regional education service centers, institutions of higher education, department of education, nonprofit organizations, and private companies. Proposers may choose to collaborate in order to respond to this RFP no language included herein is intended to prohibit such collaboration.

1.2 BACKGROUND INFORMATION

Texas Education Code (TEC) §21.031 mandates that the State Board for Educator Certification (SBEC) ensure that all candidates for certification demonstrate the knowledge and skills necessary to improve the performance of the diverse student population of this state. The law further requires the SBEC Board to propose rules prescribing comprehensive examinations for each class of certificate issued by the SBEC Board (TEC §21.048). In 2009-10, approximately 165,000 TExES, TExMaT, and other educator certification examinations were administered.

This RFP seeks proposals for performing services relating to the following examinations: TExES, TExMaT, Texas Assessment of Sign Communication (TASC), and TASC-American Sign Language (TASC-ASL). The SBEC Board and TEA staff have the authority and responsibility to ensure that the examinations meet the purpose of the law and are appropriate for persons seeking certification as an educator in Texas. The Proposer will work under the oversight and direction of the TEA.

All products, processes, or ideas developed, manufactured, or offered under a contract awarded in response to this RFP become the property of the State of Texas with exclusive rights of ownership, including rights under patent, copyright, or trade secret law. All components of the examinations will be developed in accordance with current and future American Psychological Association and legal guidelines.

Additional information about examinations and certification requirements is provided on the TEA website at www.tea.state.tx.us and in the current registration bulletins and preparation manuals for the examinations. Please note that the information in current materials is not intended to limit or in any way guide a Proposer in the development of a proposal, except in certain aspects of the current programs which are specified in this RFP (e.g., certain characteristics, such as established TExES specifications, must be maintained temporarily or throughout the contract period for consistency, validity, psychometric quality, legal defensibility, and other purposes). Proposers are encouraged to recommend creative and innovative methods and processes for implementing a high quality, legally defensible examination program for TEA. Examination development activities conducted under this RFP must include the comprehensive participation of stakeholders.

Activities to be conducted under this RFP include the following general components:

1. Develop additional examinations for computer-administered testing (CAT), annually increasing the number of available examinations given by computer, until all appropriate examinations are available by CAT. CAT testing under this RFP shall be available on all of the regular workdays during the year and at least 50% of weekend days.
2. Develop new examination items for all existing TExES, TExMaT, and other examinations to maintain currency of content and alignment with Texas Essential Knowledge and Skills (TEKS) and increase item banks used for operational forms, including CAT.
3. Register candidates for testing with both an online and phone registration system, except for that required to assist candidates with disabilities
4. Administer examinations for educator certification from September 1, 2011 through August 31, 2016. This includes statewide administration of examinations both by pencil and paper and on computer. The Proposer shall begin administering the current TExES, TExMaT and TASC/TASC-ASL examinations in September 2011. Proposers may review the overall plan of 3 large-scale statewide paper-based administrations in 2011-2012 and 2 per year thereafter with ongoing computer-administered testing (CAT) and recommend an alternate structure that provides increased access and cost efficiency while maintaining program quality and meeting other considerations beneficial to TEA and Texas stakeholders.
5. Score examinations, with scores available to candidates and educator preparation programs through the Proposer's website no later than 28 days following the examination administration. Proposers are encouraged to recommend a process that will provide score reporting within 14 days following examination administration for examinations comprising selected-response items only; performance on examinations which also include a constructed-response component should be reported no later than 21 days after the examination administration.
6. Report scores to TEA, and, when applicable, the candidate's educator preparation program before releasing scores to candidates.
7. Report aggregate and individual scores to TEA and educator preparation programs for use in program analysis and accountability statistics.

Significant Issues in the Texas Educator Certification Examination Program

TEA requires the selected contractor to be prepared to modify or broaden the scope, subject area certifications, and examination development or to implement other changes in this project as required by legislation or action by SBEC Board, the State Board of Education (SBOE), or the Commissioner of Education. Contract terms will allow the agency to modify the contract as needed to provide resources for additional mandates. Proposers are therefore advised to consider this requirement of the prime contractor in light of the likelihood of changes to the program over the five-year contract period, which may include all areas of examination development, scoring, and administration.

The Proposer must plan for a project starting date of September 1, 2011, and an ending date of no later than August 31, 2016, if selected as the contractor. The contractor will assume full responsibility for the administration of examinations upon a 60-day transition period (or as applicable) from the current contractor to the new awarded contractor. The Proposer must describe in this section the products and services to be delivered as stated below.

There is currently interest among state-level policymakers including Texas legislators in ongoing computer-administered testing. Ongoing initiatives would be planned to provide more opportunities and administration sites for computer-based testing. Additional sites should be included, but not limited to, colleges, universities, community colleges, and education service centers. These plans include

examinations already developed, new examinations that may be developed, and all examinations that may be required. This RFP includes additional requirements for computer-based testing and reporting, which could lead to further changes with respect to how examinations are administered to candidates during the contract period.

The TEA website provides a great deal of useful information on the Texas educator certification examination program (see <http://www.tea.state.tx.us>). All Proposers should become familiar with all facets of the educator certification examination program in order to provide a responsive proposal.

1.3 CONTRACT TERM/OPTION TO EXTEND

The term of any contract resulting from this RFP shall be from contract award until August 31, 2016. TEA, at its own discretion, may extend any contract awarded pursuant to this RFP 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 first renewal period shall be from September 1, 2016 through August 31, 2017 and the second renewal period shall be from September 1, 2017 through August 31, 2018.

1.4 BUDGET

One contract will be awarded as a result of this RFP. There are no state funds allocated to the resulting contract. Examination fees are paid by individual educators or school districts on behalf of the educators. The State Board for Educator Certification has set the examination fees at \$120.00 and they may not be increased without SBEC Board approval in an open meeting. Proposals must include a detailed budget in accordance with the requirements of Section 3.5 of this Request for Proposal.

1.5 PROJECT DESCRIPTION AND REQUIREMENTS

Examination Development

The highest technical quality must be maintained in the production and administration of examinations and in the reporting of results. To this end, the contractor must be cognizant of applicable sections of the standards for educational examinations set by the American Psychological Association (APA), the American Educational Research Association (AERA), and the National Council of Measurement of Education (NCME); these are herein referenced as the APA standards. The contractor must apply applicable APA standards in all aspects of the examination program and in the assignment of personnel to the project.

The proposal must provide evidence of the Proposer's ability to ensure the successful continuation of the existing examination program and implementation of any new examinations required by state or federal law. At a minimum the quality of examinations, examination booklets, artwork, and published pieces will meet that of the current examinations. An overview of the comprehensive examination development process followed in Texas can be found on the TEA website at <http://www.tea.state.tx.us>. The proposal must include clear evidence of the Proposer's ability to produce the highest quality examinations.

Develop and validate examinations for educator certification. The examinations will contain selected-response (SR) examination items (multiple-choice). Certain examinations, as specified in this RFP, will contain one or more constructed-response (CR) items requiring candidates to formulate a written or other response based on specific criteria and knowledge. An adequate number of examination forms and SR and CR items must be implemented to maintain examination integrity and security under conditions of frequent and/or ongoing examination administration. Proposer will develop and document examination items and form specifications for appropriate fields, including implementing a system for tracking the characteristics relating to validity for each item and other information as specified in this RFP. Proposal must contain a plan for examination development, including the validation of the certificate standards (i.e., examination framework).

All examinations of academic knowledge and teaching practice shall be based upon the Texas Essential Knowledge and Skills (TEKS—the public school curriculum in early childhood-grade 12). Examinations evaluate knowledge relating to the academic discipline in which the candidate is seeking certification and other job-related characteristics, which may include but are not limited to:

- the educator’s understanding of pedagogy,
- content-specific pedagogy (e.g., how to deliver a lesson on specific content in the field), and
- general professional knowledge, including appropriate knowledge of:
 - the science of teaching reading across the curriculum,
 - the effective integration of technology into curriculum and instruction,
 - the effective use of technology to collect, manage, and analyze data to improve teaching and learning for the purpose of increasing student academic achievement,
 - the education of students with disabilities,
 - the College Readiness Standards, and
 - the English Language Proficiency Standards (ELPS).

Examinations for fields of certification other than teaching (e.g., principal, counselor) are similarly job-related and comprehensive in scope.

The Proposer will complete development of and administer the following new examinations:

- An examination of the science of teaching reading for elementary candidates;
- A re-development of the Generalist EC-6 examinations to reflect the launch of the separate reading examination;
- A revision of five existing Career and Technology (CTE) examinations that match new TEKS course clusters, based on new educator standards to be approved by SBEC:
 - Cluster: Agriculture, Food, and Natural Resources (from examination #172: Agriculture Science and Technology 6-12),
 - Cluster: Business, Management, and Administration (from examination #176: Business Education 6-12),
 - Cluster: Health Science (from examination #173: Health Science Technology Education 8-12),
 - Cluster: Marketing, Sales, and Service (from examination #175: Marketing Education 8-12), and
 - Cluster: Science, Technology, Engineering, and Mathematics (from examination #171: Technology Education 6-12);
- Single-subject content examinations to replace the Social Studies 8-12 composite examination:
 - Geography,
 - History (revision of current examination)
 - Economics, and
 - Government;
- New examinations to replace the Science 8-12 composite examinations, possibly Earth/Space Science;
- A re-development of all current 8-12 examinations to encompass grades 7-12;
- A re-development of Master Mathematics Teacher EC-4 examination to encompass grades EC-6;
- Revision of Pedagogy and Professional Responsibilities (PPR) examinations to incorporate English Language Proficiency Standards (ELPS) and eliminate PPR examinations for grades EC-6, 4-8, and 8-12; and

- Review and possible revision of each examination in a content area after TEKS revisions are passed by SBOE in that content area and/or new educator standards are passed by SBEC. Current TEKS revision plans include:
 - 2011: Technology Applications/Computer Science
 - 2012: Fine Arts and Languages Other Than English (LOTE)
 - 2012: Mathematics
 - 2013: Health and Physical Education
 - 2014: English language Arts and Reading and SLA
 - 2015: Science
 - 2016: Social Studies

Implement and support content panels. The involvement of classroom teachers and other stakeholders is critical to developing examinations which are job-related, valid, and equitable. As specified in this RFP, during development and other activities Proposer shall convene standards and content advisory committees to advise TEA and the Proposer. Content validation activities, including a survey of additional educators in the field, must also be conducted when appropriate. The TEA has already identified advisory panels and other participating individuals for some activities specified in this RFP; additional individuals will be identified by TEA as needed. Proposer must recommend a cost-effective process for examination development and standard setting that will provide ongoing advice from practitioners and other stakeholders and result in examinations which are legally-defensible. Each panel comprises diverse public school and preparation program educators in the content area from throughout Texas who are selected by TEA; other individuals involved must also represent diversity. Proposer is responsible for contacting and corresponding with members and other project participants and all meeting arrangements and expenses. Meetings shall be held in Austin, Texas or other locations as approved by TEA.

Implement a process for examination form development and equating and TEA review. TEA shall approve all examination forms in all fields prior to Proposer's administration of the examination forms. Proposer shall provide draft examination forms, psychometric data, and other appropriate information as specified by TEA. Proposer shall recommend a process for examination-form equating that meets industry standards for each examination administration. Proposal must describe the process to be used; the process may vary according to the high-incidence or low-incidence nature of the examination. Proposer shall also recommend a plan and schedule for ongoing TEA review of examination forms in all examination areas; if appropriate, structure and frequency of form review may vary depending on the high-incidence or low-incidence nature of the examination. Proposer shall recommend a process and timeline for production of data, including a recommendation regarding quality control measures and review of item-performance by Proposer, with oversight by agency staff, following an examination administration but prior to the release of scores. As in all activities under this RFP, cost effectiveness and efficient use of resources (including TEA staff time) should be considered in developing a recommended strategy; however, legal defensibility of all examinations shall override other considerations.

Maintain currency and validity of examinations. Proposer shall produce new examination items for existing TExES and other examinations developed to maintain currency of content and alignment with Texas Essential Knowledge and Skills (TEKS) and increase item banks used for operational forms. Proposer shall recommend a process for updating fields through August 2016, according to changes in the TEKS and adjustments to other professional criteria by the SBEC Board. Cost per candidate in Execution of Offer shall include cost to produce 1,600 additional SR items per year through March 2016, and 30 CR items per year (schedule to be determined by TEA) to update written TExES examinations to maintain alignment. Examinations to be updated shall be identified by TEA primarily based upon extent of changes to the TEKS and the number of examinations taken per year. These items are in addition to the items specified under Terms and Conditions and elsewhere in this RFP.

TEA ownership of examination items TEA will own 100% of items on each of the examinations developed or redeveloped during this contract period.

Security Requirements The contractor will be responsible for ensuring that provisions for security are maintained, including digital fingerprinting and photographs at examination sites. The proposal must detail the security procedures necessary for this project.

Ownership Contractual requirements concerning ownership are stated in Attachment B of this RFP. In addition, the contractor must obtain copyrights for TEA on all developed materials. When published writing or art is used on examinations, it is the responsibility of the contractor to acquire permission for TEA to use copyrighted material or art. The contractor is also responsible for obtaining all appropriate permissions for published writing or art to be released publicly in print and through the agency website. The proposals will detail the process to be used to obtain such permissions for all phases of examination development.

Item and Database Development The contractor is responsible for the development of all items, reading selections, writing passages, and prompts necessary to ensure the construction of valid and reliable examinations for each administration with the approval of TEA staff. When new examinations are incorporated into the examination program, the contractor must also develop appropriate items for these new examinations. The contractor must have the capability to develop selected response items, constructed response items, as well as written composition and performance prompts.

The contractor must provide adequate staffing for meeting the item writing demands of this project. For each examination that is part of the state program, the contractor must provide TEA with the names and resumes of the staff dedicated to the project in each content area, including the senior manager, content specialists, item writers, translators, and editors with specific content expertise. Contractor staff is responsible for overseeing the quality of item development for a subject area or examination must have credentials that qualify them to judge the extent to which the items developed meet TEA examination specifications and appropriately measure the intended population. For each examination, the contractor must provide sufficient staff to ensure that the development required is of the highest quality and meets all SBEC timelines.

As part of this proposal, the Proposer must detail the commitment to this project (e.g., percentage of time) of all staff who would be assigned to the Texas Educator Certification Examination Program. Items may be provided by outside item writers. However, the contractor is directly responsible for oversight of all item writing.

The contractor is responsible for ongoing evaluation of the overall status of the item bank. This activity must include an analysis of the items by examination, entity, domain, and competency, educator demographics, to determine any areas of deficit that may require additional development. The contractor must also provide TEA with a summary of these evaluations.

The proposal must outline the plan for sufficient item and prompt development along with resource allocations. The contractor must be prepared to adjust the required level of dedicated resources needed to address deficiencies in item banks or to accommodate changes in the examination program.

(A) CANDIDATE AND ENTITY SUPPORT

1) **Support Texas educators.** Proposer shall support TEA in seeking quality in all ongoing and ad hoc activities relating to this RFP. Services offered by Proposer shall support efforts of current and future educators in meeting professional requirements and promoting quality in Texas public schools.

2) **Support Texas educator preparation programs.** Proposer will provide informational support to educator preparation programs and school districts in response to inquiries received directly from entity staff, students, or teachers. As directed by TEA, Proposer staff may attend professional conferences and meetings or make presentations to disseminate information. Proposer will implement a web-based system for reporting registration information and status to programs in a user friendly format to be specified by TEA.

- 3) **Support Texas stakeholders.** Proposer will provide informational support to TEA in response to inquiries received through Public Information Requests or legislative entities within Texas.
- 4) **Publish a faculty manual for educator preparation programs.** Proposer will provide a manual outlining all processes that pertain to examination registration, administration, scoring and reporting. As the number of educator preparation programs grows and changes, it is necessary that they all have updates of the testing process. This manual is to be updated annually as changes are made to the testing program.
- 5) **Publish preparation manuals for current and new examinations.** Proposer shall publish existing preparation materials using the format and text as they are currently published, except that examination fields which have new content added under this RFP must be modified and the new versions must be published. Each TExES or other preparation manual to be developed shall contain, at minimum, the examination framework, sample examination items (developed with advisory panels' review and pilot testing), resources for preparation, preparation manual item approaches, and additional pertinent information. Preparation materials must be updated to align with national and state laws as they change. If the content among one or more of the examinations in the same area is substantially similar across the certificate levels, TEA may approve the combining of preparation materials for cost effectiveness. Each preparation manual shall include at least 20 sample SR items with accompanying annotations explaining the rationale for the correct and incorrect options, and at least 20 additional sample SR items without annotations. At least one CR item, if CR items are present on the operational form, and samples of good and inappropriate responses to this item, shall also be included. Preparation manuals shall be accessible for free via the Proposer's website and also available for purchase at a nominal cost not to exceed \$15.00 (fifteen dollars) (includes postage and handling) per paper copy.
- 6) **Publish and develop representative examinations.** A "representative test" is an examination form for a field which SBEC-approved educator preparation entities may purchase from the Proposer to use in assessing their candidates' knowledge of the competencies contained in the examination framework. Representative forms have undergone committee and TEA review and approval, meet all operational item and form specifications, and contain at least the number of scorable examination items as on the actual examination for the field. Entities must meet requirements to maintain examination security. TEA currently owns 49 representative forms which are available to entities. Proposal must contain a plan and process for continued sale of the current representative forms, and for the development and marketing of one representative form containing SR items for 15 additional examinations (designated by TEA) to be available no later than 90 days prior to the first administration of the operational examination; The cost of representative forms is subject to approval by TEA and is intended to enable Proposer to recoup generally some of the costs of development and marketing. Educator preparation programs may form cooperatives to purchase representative forms. Representative forms are provided to entities on both paper and CD-ROM. Domain and competency performance are reported for candidates. Proposer staff shall be available to support preparation programs in use of the representative examinations, including conveying rationales for correct and incorrect examination item responses. Proposal shall contain a proposed cost (the same unit cost for each examination) for future sales of practice examinations to educator preparation programs.
- 7) **Registration.** Proposer shall implement an online and phone registration system, except for that required to assist candidates with disabilities. Costs for examinations will be set by the SBEC Board. Registration fees will be determined by SBEC. It is intended that registration fees will not increase above current cost to candidate for at least the first three (3) years of the contract.
- 8) **Implement a toll-free telephone line.** Proposer shall implement a toll-free telephone line, available 24 hours per day, with an automated menu which provides options for callers to obtain answers to frequently-asked questions. During regular working hours on regular work days, callers shall have the option to speak directly with a Proposer staff member trained to address questions and provide assistance. All requests must be responded to with 24 hours of receipt of request. Documentation of types and frequency of questions asked must be made available to TEA staff monthly.

9) **Provide Internet access to candidate services and information.** Proposer shall provide secure access through the Internet whereby candidates can register and print their admission tickets, with site information and directions to the testing center. Candidates may also have access to their scores via the website immediately upon release. Proposal shall contain a plan for ensuring the confidentiality of candidate identification and other issues relating to website security (including protection for payment information), fraud, and virus prevention.

10) **Provide analytical diagnostic reports at candidate request.** Proposer shall provide expanded value-added diagnostic analysis to candidates who request it of all performance-based measures including but not limited to the BTLPT, TASC, TASC-ASL, Braille, Master Teacher, principal and superintendent examinations. These shall be available to the candidate for a specified price not to exceed \$75.

11) **Report of score information to entities.** Proposer shall implement a web-based system such that educator preparation programs can access registration information of their candidates, aggregated performance information, and status. These data shall be available for each year of the contract.

12) **Integrate examination reports with TEA Educator Certification Online system.** Proposer shall implement a system such that the examination data can be seamlessly input into the required fields of **TEA Educator Certification Online.**

13) **Integrate the examination registration system with TEA Educator Certification Online System** so the candidates can only register for appropriate exams and via the appropriate route. Proposer will develop a examination registration system with the following components:

- a) Candidates can only register for an examination for which they are approved by the educator preparation program;
- b) Candidates who add certificates by examination will be able to register for an examination only if they currently hold a valid Texas certificate;
- c) Out-of-state and out-of-country candidates will only be allowed to register for exams if they have completed the review of credentials process (ROC) or if they have an application on file (Out-Of-State or Out-Of-Country) and are approved to test by TEA;
- d) Notification of the above conflict will appear on the candidates registration screen if they attempt to register in violation of these TEA rules;
- e) Temporary Teaching Certificate (TTC) candidates will be allowed to register for exams if they have applied for and received a completed Review of Transcript (ROT) and are approved to test by TEA; and
- f) Charter school candidates will only be allowed to register for specified exams if their charter school has a county/district code.

14) **Provide multiple payment options.** In addition to implementing payment options such as personal checks, money orders, and/or wire transfers, Proposer shall accept at least two widely-used credit cards for payment of candidate fees and fees for other Proposer services.

(B) EXAMINATION ADMINISTRATION

1) **Administer examinations under this RFP.** Proposer must recommend and implement a plan for administering the examinations, ensuring access and availability across the state. Proposal shall contain a comprehensive and detailed plan for all aspects of examination administration, including but not limited to candidate and client support and services; information dissemination; secure materials production and shipping; selection of site staff (including procedures to preclude illegal discrimination in the selection of site staff), staff training and use (e.g., number of proctors per candidate), testing of individuals needing modifications or language examination with individual testing, and site management including on-site examination security to include on-site identity assurance and verification (i.e., thumb scans) of all candidates and problem resolution; candidate registration and on-site identity assurance and documentation; examination site characteristics such as proposed specifications and geographical

locations; scoring processes (including holistic and analytic scoring, and reporting performance by domain and competency) and quality assurance; maintenance of historical and future examination records, candidate data, and documentation; and the implementation of technology for accessibility, accuracy, and cost-effectiveness.

Accessibility is a key component of this project and should be designed, as much as is cost-effective and practical, to meet the needs of all prospective candidates. For example, on-going or frequent administrations should occur, at minimum, during peak times (e.g., March through July) in Texas urban areas with registration available up to 72 hours prior to the examination. Regular examination administrations must be located within 50 miles of educator preparation programs.

2) **Implement testing modifications to assure equity and access.** Appropriate testing modifications must be made for persons needing special accommodations because of a disability or other warranted need, alternate testing days because of a religious conflict, or modifications for other reasons. Proposal must include a plan for implementing modifications, including for the TEA review of some requests for modifications, the procedures for notification to candidates, and the retention of documents relating to the requests.

3) **Implement computer-administered testing (CAT).** Proposer should provide a plan to maintain the number of CAT sites to ensure that at least one is located within 50 miles of all educator preparation programs and increase as necessary for accommodating registrants. These current and future sites must include college (4-year and community), university and educational service center (ESC) locations. At least seven additional examinations, to be identified by TEA, per year shall be made available on CAT no later than September 1 of each of the five contracted academic years. Candidates will receive a final score to be reported no later than seven days following the examination administration. CAT scores will be provided electronically to TEA each week. Proposal shall contain a plan for CAT availability during a minimum of all business days and at least 50% of weekend days during each year of the contract. The Proposal should contain recommendations, based on research, that will ensure the equity and validity of administering examinations via computer, including the Proposer's plan to provide appropriate testing modifications as warranted to individuals with special needs, to maintain item confidentiality, and to conduct quality control between the day of the examination administration and the release of scores. Proposal shall also identify potential problems associated with CAT and solutions. Proposal shall contain a description of the Proposer's CAT workstations, additional hardware, and software. Strategies used to protect confidential candidate and examination information must be described. Proposer shall indicate the number of examination items to be produced to enable CAT testing that is included in the cost per candidate in the response.

4) **Test candidates seeking the Temporary Teacher Certificate.** On April 2, 2004, the Board approved the grades 8-12 Temporary Teacher Certificate (TTC), which created another route to teacher certification in addition to already existing routes (traditional university, alternative certification, out of state, etc.). To be eligible for a TTC, an individual's degree must be in the same subject in which the TTC is sought. School districts must be approved to offer TTCs by SBEC. This route will produce an unknown number of candidates who must be tested. Ultimately, there will be approximately 18 TTC's for which degreed individuals may be eligible to apply. The TTC is available solely for certificates which are for grades 8-12 only. Proposal must contain a recommendation on the quality controls to be implemented for individuals seeking the TTC that will be generally parallel to those used in other routes.

5) **Administer examinations outside of Texas to persons seeking Texas educator certification.** A single fee per examination shall be proposed for administering the examinations, outside of Texas within the continental United States in major cities in up to 4 TEA-selected states. The proposal must include the recommended list of major cities within each state, subject to SBEC approval, in which the examination can be administered to candidates either on-demand within six weeks of receiving a request from a candidate or at reasonably scheduled periodic intervals two or three times annually. The recruiting activities of Texas school districts which occur in that area of the country or state should be considered in proposing a plan for out-of-state examination administration. The extent to which examinations within the

jurisdiction have been reviewed and rejected/accepted, or will be reviewed, for certification purposes as allowed under Texas law should also be considered. The fee proposed shall be sufficient for Proposer to recover costs of this administration.

6) **Administer examinations to military personnel and their dependents, including non-military individuals employed at Department of Defense educational facilities.** To support these individuals in becoming teachers in Texas, Proposer will begin administering the examinations through the Test Control Officer at military bases within and outside of the United States. Proposal will include a plan for military testing, including registration, examination security, and score reporting. Examinations must be administered on the examination date, or within four weeks after the examination date, requested by the candidate or the Test Control Officer at the candidate's base. A supplemental fee per registration above the regular registration fee may be charged to the candidate to help defray the costs of military testing.

7) **Provide accurate and timely reporting of scores.** Proposer shall implement a process for score reporting to candidates, educator preparation programs, and TEA. The process shall include the final approval by TEA of scoring (based on item and form performance) prior to release of scores; proposal shall include a plan and recommendations for implementation of this step the 21-day for SR and 28 days for CR reporting timeline for testing other than CAT. Score reporting for constructed-response items and performance examinations shall include both holistic and analytic reporting. Scores for examinations taken at military bases outside of the continental United States must be reported within 37 days. Reporting to TEA shall be done both by sending alphabetical listings (sent after each large administration, and sent weekly or as needed to reflect smaller administrations) and by file transfer protocol (FTP) format, designated by TEA, no later than the following work day after the scores are mailed to the students and are available via the Proposer's website. Reports to TEA and entities should include all existing reports and new requests as they emerge.

8) **Develop and maintain a historical database of candidate and psychometric performance.** Proposer shall establish a database containing candidate data from the beginning of the testing programs for examinations named in this RFP, using data transferred from the current contractor's database and future data. Upon request from candidates and payment of a nominal fee not to exceed \$15.00 (fifteen dollars) per duplicate score report, Proposer shall provide to candidates their individual score reports from any examination administration that occurred after September 1, 2006.

9) **Provide electronic data access.** Proposer shall provide TEA electronic access to examination data, the format and scope to be approved by TEA. The examination data should be accessible, to limited staff, with password security, provide more detail, and allow access to trend data. Educator information must be secure at all times including a secure network when transmitting such data to TEA. Proposer shall provide electronic access to TEA committee member data.

10) **Produce psychometric data.** Annually and after each administration as determined by TEA, Proposer shall produce various psychometric and other analyses of candidate performance, item performance and examination form statistics as specified by TEA. These data shall be provided in both paper and secure electronic formats to be approved by TEA. Post-administration reports shall include the performance of candidates and examination-item statistics. Quarterly data shall include administration and other data required for legislative performance measures. Annual data shall include summary data for candidates as well as reliability, validity, and other psychometric data. Annual reports may include recommendations for examinations with low pass rates.

11) **Administer the TASC and TASC-ASL.** Proposer shall continue through August 2016 the administration of the Texas Assessment of Sign Communication (TASC), which assesses sign communication skills of individuals seeking certification in Texas as teachers of students who are deaf or hard-of-hearing, and the TASC-American Sign Language (TASC-ASL), required of individuals seeking certification as a teacher of ASL. Approximately 75-100 candidates are expected to take these examinations annually. At least two administrations per year at a minimum of 6 sites must be conducted. TASC and TASC-ASL utilize a proficiency-interview format, whereby an interviewer conducts a 20 minute one-on-one interview in which the candidate demonstrates their expressive and receptive proficiency in

sign communication. Proposer shall videotape the interview, have trained raters view the videotape and, using consensus scoring by three raters, holistically rate the candidate's proficiency based on an established rubric. Failing performances are reviewed for analytic feedback. Individuals who conduct the interviews and ratings are sign communication experts of the highest caliber available. The TASC assesses proficiency in one or more of the following sign communication systems. The TASC-ASL assesses proficiency only in ASL. Activities to be completed shall be consistent with work already done and processes (e.g., interview and rater training) already established for the TASC and TASC-ASL. No later than August 2012, for each examination the Proposer must develop and pilot 10 new non-adopted item prompts with follow-up questions and convene advisory committees to review the passing standard for the examinations. Proposer shall provide expanded analytic diagnostics, for a fee not to exceed \$75, to TASC or TASC-ASL candidates who request such.

12) **Administer Braille Examinations.** The quality of the Braille must meet the standards established by the American Printing House for the Blind. Currently the large-print examinations are produced by enlarging the entire examination, including artwork, graphs, etc. The contractor may be required to reformat the examination in the large-print examinations with a larger font size (18 pt) rather than simply enlarging. Some art in items may also be reformatted to be larger, such as graphs or pictures of real-life objects, but items that require students to measure with a ruler should not have the art enlarged.

13) **Implement quality controls for examination registration, including process to monitor registration (authorization to test).** It is critical that only eligible individuals take TEA examinations. Proposal shall contain recommended processes for quality control for individuals registering through all routes to certification. Currently, this process uses a procedure whereby the program identifies to TEA which examinations a candidate is authorized to take; the Proposer develops a plan to upload information from TEA to verify a candidate's eligibility to test. Daily or real-time matching of Proposer registration files to TEA eligibility files denies registration (if warranted) and sends notification to individuals who are not authorized for that examination. TEA may similarly provide to Proposer eligibility data for all candidates not in programs (e.g., examinations approved for individuals registering for out-of-state or seeking a temporary teacher certificate). Proposer shall recommend the process(es) to be used for subsequent years. Proposer shall implement an identification verification (digital fingerprint and photograph) security system to be administered to each candidate at each administration beginning in September 2011.

(C) EQUITY ASSURANCE

1) **Assure equity and access.** The SBEC Board and TEA staff are committed to ensuring equity and access in all aspects of examination. Within its proposal, Proposer shall demonstrate how this commitment will be embodied in all activities conducted under this RFP. All activities shall comply with or exceed appropriate ethical and legal guidelines, including but not limited to the Americans with Disabilities Act (ADA) and American Psychological Association (APA) standards.

2) **Support equity assurance process.** An Equity Assurance Process designed to review examination frameworks, all examination items, and other materials or policies will be administered as appropriate. Proposer shall ensure this process is focused specifically on issues and content relating to fairness and equal opportunity for all candidates and citizens regardless of ethnicity, gender, disability, income level, geographical background, and all other individual characteristics. TEA will approve this process.

(D) CLIENT SERVICES

1) **Ensure TEA access.** Proposer shall ensure maximum direct access by TEA to Proposer staff at the appropriate level needed to accomplish project objectives efficiently and effectively, including access to all Proposer staff through direct e-mail.

2) **Provide support in investigations and enforcement of educator misconduct relating to examination.** Proposer shall provide support in identifying candidates who may have committed testing

fraud (and/or otherwise engage in illegal or unethical activities related to activities conducted under this RFP) and provide relevant information. The proposal shall specify a procedure for verification of candidates' identity at the examination site and for identifying possible fraudulent candidates through various means, including based on an analysis of examination performance. Proposal shall contain a plan under which pertinent information, as approved by the TEA, shall be collected, used, maintained, and provided to TEA during the investigation and/or prosecution of cases; the plan shall provide for the tracking of items to establish chain of custody. Information and documentation to be collected by Proposer and provided to TEA if requested includes, but is not limited to, irregularity reports containing pertinent details, answer documents, writing samples, seating charts, sign-in sheets, site personnel names and addresses, photographs (taken at the examination site by site personnel) of candidates who did not have photographic identification at the examination site, and other evidences. Proposal shall specify a process for, if warranted as determined by TEA, interviewing and/or deposing Proposer and examination site staff and others and, if required by TEA, for these personnel to provide personal testimony during hearings and/or other legal or exploratory activities.

3) **Notify TEA of problems and irregularities.** Proposer shall provide a plan for timely notification to TEA of problems and irregularities at all examination administrations and activities. At minimum, this must include verbal and written (email) notification to TEA of significant irregularities (e.g., examination site power failures, fires, or other disruptions) on the first working day following the examination administration; not later than ten working days following the administration, Proposer shall provide a listing of all site and candidate irregularities that occurred, including pertinent details such as the nature of the irregularity, the candidate(s) and examination site involved, the on-site resolution, and (if appropriate) the Proposer's plan to prevent future similar occurrences. Proposal shall contain examples of Proposer's experience in resolving administration problems, including contingencies established to maintain administration quality (e.g., steps taken if severe weather occurs).

4) **Conduct comparability studies.** HB 1721 (77th Legislature) mandates SBEC to exempt out-of-state and out-of-country educators from Texas testing requirements if they passed certification examinations in another jurisdiction that are "similar to and at least as rigorous as" the corresponding Texas examinations. A process has been established by TEA under which external reviewers in the field convene to review both the out-of-state examination and the Texas examination to determine comparability and the reviewers may determine the score on the out-of-state examination that is comparable to the passing standard of the Texas examination. As part of the process, the Proposer must provide appropriate performance information on the Texas examination and bring secure Texas examination forms and materials to the comparability study meetings. TEA staff will work with personnel from other states and their examination contractors regarding logistics for bringing their examinations and data to the comparability meeting. It is anticipated that up to four comparability meetings of two days each will be held in Austin, Texas during each year of the contract. During a review, the external reviewers will evaluate one or several examinations in a field on the same day.

5) **Conduct research.** Ongoing and ad hoc research relating to the examination program shall be conducted by the Proposer as directed by TEA.

6) **Produce reports and related materials.** Proposer shall produce annual and ad hoc reports containing evaluations, recommendations, psychometric data, and documentation of related activities as directed by TEA.

7) **Provide professional development for client.** Proposer shall provide six contractor employees professional training at a large-scale national testing conference annually. Proposer shall participate in agency strategic planning as it pertains to large-scale educator testing and shall ensure that two employees attend annual strategic planning and training sessions on Proposer site.

8) **Provide a project management plan.** Proposer shall provide a project management plan addressing each component of the RFP.

(E) ENSURING PROGRAM QUALITY

(a) **Assure confidential data handling.** Proposer must provide a plan to assure that all contractor employees have signed an agreement of confidential handling of TEA data; including educator information, examination results, and stakeholder meeting dialogue.

(F) RISK MITIGATION AND BUSINESS CONTINUITY PALNNING

Due to the critical nature and dependency upon delivery dates and to the public impact that would result from failure to meet these dates, the contractor(s) must provide adequate prior written notice of upgrades to systems and hardware and/or prior notice of upgrades and/or new versions of software directly used in production and/or delivery of all contracted products that have the potential to impact the delivery of contracted products and that were not specifically initiated at the request of TEA. This prior notice does not include standard office suite or office productivity software necessary for interoffice communication and/or project management. It is specific to hardware and software used to store and/or deliver contracted products.

The contractor(s) will be required to present and follow a business continuity plan detailing disaster recovery processes for hardware and software used to store and/or deliver contracted products. This detailed plan must adhere to standards and policies for business continuity planning and disaster recovery planning.

A plan must be outlined and costs provided as part of this proposal to address any specific proprietary hardware and software (including delivery platforms for assessments, item banks, and training modules, for example) used to store and/or deliver contracted products under this contract. Specifically, if the incumbent vendor is not successful in bidding on a subsequent contract, a plan must be outlined to ensure a seamless transition to new hardware and software to deliver products contracted for by TEA. This seamless transition may require, for example, the ability of a new vendor to lease proprietary hardware/software on an interim basis until new systems are developed to deliver contracted products.

These plans will be considered dynamic documents such that any changes to policy and/or procedures contained will require agreement and sign-off by interested parties prior to implementation.

SECTION TWO: GENERAL INSTRUCTIONS AND STANDARD PROPOSAL REQUIREMENTS

All proposals in response to this request must meet the following conditions in order to be considered. Failure to meet these conditions shall result in disqualification of proposal and the proposal shall receive no further consideration.

2.1 PROPOSAL SUBMISSION, DATE, AND TIME

WITHOUT EXCEPTION - PROPOSAL MUST BE TIME AND DATE STAMPED BY TEA PURCHASING & CONTRACTS BEFORE:

Wednesday, January 19, 2011- 2:00 P.M., Central Time (CT)

Proposals must be submitted in a sealed envelope (or box as appropriate) with the Proposer's name, RFP number, and closing date prominently visible on the envelope/package. If multiple envelopes/boxes are used, the Proposer should indicate on the package "*specific item # of total # of items.*"

Facsimile transmissions (FAX) of proposals will not be accepted under any circumstances.

Proposers must sign the "Execution of Offer, Affirmation of Terms and Conditions, and Proposal Preferences" instrument (Attachment B). By signing, the Proposer or the Proposer's legally authorized agent affirms that the all statements within the proposal are true and correct. Discovery of any false statement in the proposal is a material breach and shall void the submitted proposal or any resulting contracts and Proposer shall also be removed from all vendor lists maintained by the state of Texas.

2.1.1 Receipt of Proposals

To be eligible to be considered for funding, proposals must be received in the TEA's Purchasing & Contracts Division (PCD) on or before 2:00 P.M. (Central Time) on the closing date as specified in the Request for Proposal. In establishing the time and date of receipt, the Commissioner of Education will rely solely on the time/date stamp of the Purchasing & Contracts Division.

Method of Submittal

Regardless of the method of submitting the proposal—United States Postal Service (USPS), United Parcel Service, Federal Express or any other delivery service—the **proposal must be received in the agency's Purchasing & Contracts Division by 2:00 P.M. (Central Time) on or before the closing date in order to be considered.**

Note: TEA WILL NOT accept a USPS postmark and/or round validation stamp, mail receipt with the date of mailing stamped by the USPS, a dated shipping label, invoice or receipt from a commercial carrier, or any other documentation as proof of receipt of any proposal. Proposers are advised that TEA assumes no responsibility, due to any circumstances, for the receipt of a proposal after the deadline time and date established in this RFP.

2.1.2 Purchasing & Contracts Division (PCD)

TEA's PCD is open Monday through Friday, 8:00 A.M. to 5:00 P.M., excluding holidays. Proposals will not be considered if received in PCD after 2:00 P.M. (Central Time) on the closing date. PCD is located on the 2nd floor of the William B. Travis Bldg, 1701 N. Congress (at 17th St. and N. Congress, two blocks north of the Capitol) in Rm. 2-125, Austin, TX 78701-1494. The mailing address is:

Purchasing & Contracts Division, Rm. 2-125
Texas Education Agency
William B. Travis Bldg.
1701 N. Congress Ave.
Austin, TX 78701-1494

2.1.4 Number of Copies of Proposal

Ten (10) copies of the proposal must be submitted. Proposers may submit one (1) original ink signature and nine (9) copies. The required number of copies of the proposal must be received in the TEA Purchasing & Contracts by 2:00 P.M. on the established deadline date. Failure to meet this condition shall result in disqualification of the proposal and the proposal shall receive no further consideration.

Photocopying is not available at TEA.

Additions or replacements to the proposal will not be accepted after the closing date for receiving the proposal in the Purchasing & Contracts of the Texas Education Agency.

2.1.5 Intent to Submit Proposal

All prospective Proposers should notify the Texas Education Agency in writing of their intent to submit a proposal (Attachment A) by **Friday, December 17, 2010** to the TEA Purchasing and Contracts Division via email kay.wagner@tea.state.tx.us or by FAX (512) 475-1706. Failure to notify the Agency of the intent to submit a proposal will not disqualify the Proposer from submitting a proposal.

2.2 EXPECTED SEQUENCE OF EVENTS/CRITICAL DATES

DATE	EVENT
Monday, November 29, 2010	Publication of Request for Proposals in the electronic state business daily at http://esbd.cpa.state.tx.us/
Monday, December 13, 2010	Proposer's Conference, from 10:00 A.M. - 12:00 P.M. at the TEA Office Building, 1701 N. Congress Ave, Room 1-111, Austin, Texas 78701
Friday, December 17, 2010	Notice of Intent to submit a proposal is due in the TEA Purchasing & Contracts Division by 5:00 P.M.
Wednesday, January 5, 2011	Last day to submit written questions about the RFP to TEA, no later than 5:00 P.M., CT. All questions will be responded to by 5:00 P.M. Friday, January 7, 2011
Wednesday, January 19, 2011	Proposal is due in the Purchasing & Contracts 2:00 P.M., CT
January 20 - February 28, 2011	Evaluation process, oral presentations, and /or negotiations
March 1, 2011	Selection of Proposer
September 1, 2011	Beginning date of contract and commencement of work
August 31, 2016	Ending date of contract and final product submitted to the TEA with final billing

It should be noted that all of these dates except the final completion date may vary slightly as conditions require.

2.3 QUESTIONS RECEIVED PRIOR TO OPENING OF PROPOSALS

Any person wishing to obtain clarifying information about this request for proposal may contact:
Kay Wagner

Wagner.wagner@tea.state.tx.us

Fax: (512) 475-1706

(Written documentation of all vendor interaction is required.)

2.3.1 Proposer's Conference

The Proposer's Conference is an opportunity to ask clarifying questions of Texas Education Agency personnel to assist potential Proposers in clarifying their understanding of the scope and nature of the work required in this study. The conference will be open to all potential Proposers, and questions asked

and answered will be in the presence of all attending. The Q&A and conference attendee list will be posted to electronic state business daily at <http://esbd.cpa.state.tx.us/> and available to the public.

This conference will be on Monday, December 13, 2010 from 10:00 A.M. until 12:00 P.M. in Rm. 1-111 of the William B Travis Building, 1701 North Congress Ave, Austin, TX. Each person attending will be required to sign a register setting out the representative's name, the firm or organization represented and email address.

2.3.2 Requests for Additional Information

In order to assure that no prospective Proposer may obtain a competitive advantage because of acquisition of information unknown to other prospective Proposers, any additional information, that is different from or in addition to, information provided in the Request for Proposal or at the Proposer's Conference will be provided only in response to written inquiries. Copies of all such inquiries and the written answers will be posted as an addendum to the Request for Proposal at the Electronic State Business Daily (ESBD) at <http://esbd.cpa.state.tx.us/> and the TEA website. The addendum will be updated as needed on a weekly basis while the RFP is advertised. The respondent's failure to periodically check the ESBD will in no way release the selected vendor from "addenda or additional information" resulting in additional cost to meet the requirements of the RFP. **NO PHONE INQUIRIES WILL BE ACCEPTED.**

Any Amendment to this procurement solicitation will be posted as an addendum on the ESBD. If respondents do not have Internet access, copies may be obtained through the point of contact listed in this RFP. Upon publication of this RFP, besides written inquiries as described above, employees and representatives of TEA will not answer questions or otherwise discuss the contents of the RFP with any potential vendor or their representatives. If a potential vendor fails to observe this restriction, that vendor's response to this RFP may be disqualified. This restriction does not preclude discussions for the purpose of conducting business unrelated to this RFP.

TEA will not be bound by any communication with Respondents other than the written addenda issued by the Agency.

2.4 STANDARD PROPOSAL REQUIREMENTS

- A. Proposals that address only part of the requirements contained in this Request for Proposal may be considered non-responsive.
- B. Texas Education Agency reserves the right to reject any and all proposals and to negotiate portions thereof including the submitted cost proposals/budget.
- C. Texas Education Agency reserves the right to select the best proposal based on the best value to the agency and the state. The Proposer shall furnish such additional information that the evaluation team may require in order evaluating the proposal submitted.
- D. The contractor must be able to work with the Agency staff to develop or clarify the design of the materials, project design, project activities, and/or other products, and modify these items if necessary

2.5 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

The TEA will not be liable for any costs incurred in the preparation and submittal of a proposal.

2.6 DISCLOSURE OF PROPOSAL CONTENT

After contract award, proposals are subject to release under the Texas Government Code, Chapter 552, Public Information Act. Proposers must indicate on their proposal cover if their submission contains confidential or proprietary information. It is required that a Proposer identify the specific pages or sections within the proposal that it considers proprietary. Financial records may be submitted under separate cover but must be submitted with the proposal response.

2.7 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PLAN

It is the policy of the TEA to promote and encourage contracting and subcontracting opportunities for HUBs in all contracts. Accordingly, TEA has adopted the Policy on Utilization of HUBs and determined that subcontracting opportunities are probable with the service. Therefore, a HUB Subcontracting Plan (HSP) is a required element of the Proposal response.

Proposer must make a good faith effort and solicit a minimum of three (3) historically underutilized businesses (HUB) that they cannot complete with their own staff and resources.

- All Proposers are required to submit a HUB Subcontracting Plan (HSP) for this RFP (Attachment C).
- If the Proposer is a HUB, a HSP is still required in order to identify the percentage of the work to be performed by subcontractors (Attachment C).
- If the Proposer (HUB or non HUB) is not subcontracting any portion of the work, the Self Performance portion of the HSP must be completed and returned with the proposal response (Attachment C).

Proposals that are required to submit an HSP and fail to submit an HSP will be rejected for noncompliance with the advertised contract specifications.

The HSP will be incorporated into the contract between the TEA and the selected Proposer. The Proposer awarded the contract will be responsible for maintaining business records documenting compliance and shall make a compliance report to TEA as requested. The Progress Assessment Report (PAR) is due for each billing cycle even if no activity occurred for the month. All payments made to any subcontractor (HUB or nonHUB) during the term of a contract and must be submitted monthly. Reports may be submitted electronically or by fax.

Contractors are encouraged to collaborate with TEA to develop mentor protégé opportunities. Under TAC Title 34, §20.14, a Proposer's participation in a Mentor Protégé Program under TGC §2161.065, and the submission of a protégé as a subcontractor in the HUB subcontracting plan constitutes a good faith effort for the particular area to be subcontracted with the protégé.

The HUB subcontracting goal for this procurement is **33% minority and/or woman owned business participation.**

2.7.1 How to Find Texas Certified HUBs for Subcontracting Opportunities

Use the Comptroller Centralized Master Bidders List (CMBL)/HUB Directory (make sure to check both "HUBs not on the CMBL" and "HUBs on the CMBL")

1. Open <http://www2.cpa.state.tx.us/cmbl/cmblhub.html>.
2. **Search:** ☉ HUBs on CMBL & HUBs not on the CMBL.
3. **Selection 1:**

Class Code: # 924, Educational Services - Item: # 20, Examination and Testing

Class Code: # 915 Telephone Help Desk

Class Code: # 920, Computer Programming Services

Class Code: # 962, Transportation

Class Code: # 966, Printing Services

Class Code: # 971, Rental/Lease Space

(To see the items associated with any particular class, click on the Class number in the Commodity Book at: http://www.window.state.tx.us/procurement/com_book/index.html

District Number. (Texas is divided into 25 geographical districts. District **14** is specific to: Bastrop, Blanco, Burnet, Caldwell, Gillespie, Hays, Lee, Llano, Mason, **Travis**, Williamson counties.)

4. Click **Submit Search**.

Proposers who are certified as a HUB with the State of Texas are encouraged to submit a proposal for the services requested in this RFP.

2.8 CONFLICT OF INTERESTS

A Proposer will not be selected if it has a conflict of interest that will or may arise during the performance of its obligations under the contract. For this reason, Proposer's response to this RFP must disclose all business interests and all relationships that could reasonably be considered to pose possible conflicts of interest in the Proposer's performance of contract obligations. In addition, Proposers must represent and warrant in its response to this RFP and in the contract that in the performance of services under the contract, (1) Proposer does not have and will not have any actual or potential conflict of interest, and (2) Proposer will take whatever reasonable actions may be necessary and prudent to avoid even the appearance of impropriety.

SECTION THREE: PROPOSAL FORMAT AND CONTENT

3.1. PROPOSAL FORMAT AND CONTENT

Proposals must be written entirely on 8 ½" X 11" white paper and must be limited to 300 pages not including appendices and attachments. Proposals should be stapled in the top left corner or if bound may be bound in no more than a 3-ring binder. Proposals must be submitted in a manner which does not carry any benefit, keepsake, or value for members of the review panel.

3.1.1 Proposal Cover Page

Proposals should include a cover page, which clearly states the name of the firm or organization and the name, position, and telephone number of the Proposer's project administrator who may be contacted regarding the proposal (Attachment F).

3.1.2 Response Checklist

This checklist is to assist Proposers in ensuring that all information is included in their response. Proposers must refer to the appropriate section of the RFP for detailed information on the following.

- | | | |
|--------------------------|--|-------------------------|
| <input type="checkbox"/> | RFP Cover Sheet | Sec. 3.1.1/Attachment D |
| <input type="checkbox"/> | Understanding of the Project and Methodology | Sec. 3.2 |
| <input type="checkbox"/> | Management Plan | Sec. 3.3 |
| <input type="checkbox"/> | Task Activity Plan | Sec. 3.4/Attachment F |
| <input type="checkbox"/> | Cost Proposal | Sec. 3.5/Attachment E |
| <input type="checkbox"/> | Proposer's Financial Responsibility | Sec. 3.6 |
| <input type="checkbox"/> | Evaluation Criteria | Sec. 3.7 |
| <input type="checkbox"/> | Signed Execution of Offer, Affirmation of General Provisions, and Proposal Preferences | Attachment B |
| <input type="checkbox"/> | HUB Subcontracting Plan (HSP) | Attachment C |

Failure to return all information on the checklist may disqualify the proposal.

3.2. UNDERSTANDING OF THE PROJECT AND METHODOLOGY

The proposal must communicate an understanding of all the components of the project, describe the tasks to be performed, and identify potential problems in the conduct of the project and methods to identify and mitigate and solve such problems.

The Proposer must describe clearly, specifically, and as completely as possible, the methodology for carrying out the objectives and requirements of the project as described in this RFP. (If applicable, the Proposer must also describe the training program, staff development, and curriculum design.)

The proposal must describe the project design, project activities, materials, and other products, services, and reports to be generated during the contract period and relate them to the stated purposes and specifications described in the Request for Proposal. Technical evidence relating to the Proposer's ability to perform the proposed services must be provided in the proposal (e.g. developing exams, administering exams, phone bank experience, information technology, security of process, number of exams, kinds of exams – online and paper, innovative methods and processes for implementing a high quality, legally defensible examination program). Failure to meet these conditions shall result in disqualification of proposal and the proposal shall receive no further consideration.

3.3. MANAGEMENT PLAN FOR THE PROJECT

The Proposer must provide satisfactory evidence of capability to manage and coordinate the types of activities described in the RFP and to produce the specified product and provide all applicable services requested in this RFP. To provide information on qualifications to accomplish the described tasks, Proposers must include in this section the following information:

- Structure of the organization;
- Indications of the ability to perform the tasks described in section 1.5;
- Evidence that the Proposer has a minimum of five years experience administering education or similar exams to a high number of entities. The name of the entities and states served must be cited, the kinds of activities that were performed by the Proposer must be described, and the name and phone number of a contact person from each employing entity must be provided; and
- Names of staff member(s) who will direct the overall project throughout the duration of the contract as well as those of staff members who will coordinate major activities during each phase of the contract, and the time allocations that the personnel described will devote to fulfillment of the contract. (An appendix to the proposal must contain resumes of all key project staff members.) If the resumes include references, the references will not be considered in the review. Names given as references must not affect the scoring of the proposal in any way. In addition, no employees of TEA can be listed in the proposal as references. They may be listed in a memo transmitting the proposal, but not in the proposal. If the Proposer plans to use external consultants or subcontractors, a staff organization and resumes of consultants and/or subcontractors must be included.

3.4. TASK ACTIVITY PLAN

Proposer must plan for a project starting date of no earlier than September 1, 2011, and an ending date of no later than August 31, 2016 if selected as the contractor. The Proposer must submit a task/activity plan specifying to the degree possible the tasks and activities which are to be undertaken. Timelines showing beginning and ending dates for each major task are to be included, as well as the name(s) of person(s) responsible for each task. Activities must be sufficiently designed and outlined in the task/activity plan that will provide evidence of satisfactory delivery of services and products. Time frames must be logical and appropriate to complete all activities within the beginning and ending dates of the contract. Failure to meet this condition shall result in disqualification of proposal and the proposal shall receive no further consideration.

3.5. COST PROPOSAL

The Proposer must submit a budget detailing costs necessary to accomplish the project objectives and activities outlined in the task/activity plan (Attachment E, Compensation of Services). It is recommended that budget detail be submitted in Excel compatible or Excel format.

Costs must be justified in terms of activities and must be reasonable and necessary to accomplish the objectives of the project. The budget must evidence that financial resources are adequately and appropriately allocated among cost categories in a cost-effective and prudent business manner to accomplish project objectives and activities. Services to be purchased from other entities or subcontractors, including any amounts subcontracted to HUBs must be specified.

This section of the proposal must also contain a proposed Schedule of Task Completion (Attachment F) which ensures completion of tasks and the delivery of products by specified dates. Payment will be made upon satisfactory performance of services, receipt by the Texas Education Agency of specified deliverables, and receipt of properly prepared and certified invoices/expenditure reports.

Failure to meet these conditions shall result in disqualification of proposal and the proposal shall receive no further consideration.

3.6. PROPOSER'S FINANCIAL RESPONSIBILITY

All private sector companies, individuals, or non-profit organizations are required to submit with their proposal response indicators of financial stability. For example:

- a. Private companies must submit their most recent audited financial statement or a certified public accountant-compiled financial report; and
- b. Nonprofits must submit an audited financial statement, a certified public accountant-compiled financial report, or similar document.

Nonprofit organizations may also be required to submit proof of nonprofit status. A Proposer may show that it is a nonprofit organization by any of the following means:

- a. A copy of a letter from the Internal Revenue Service recognizing that contributions to the organization are tax deductible under Section 501(c)(3) of the Internal Revenue Code;
- b. A statement from a state taxing body or the state attorney general certifying that the organization is a nonprofit organization operating within the state and that no part of its net earnings may lawfully benefit any private shareholder or individual;
- c. A certified copy of the Proposer's certificate of incorporation or similar document if it clearly establishes the nonprofit status of the Proposer; or
- d. Any item described above if that item applies to a state or national parent organization, together with a statement by the parent organization that it is a local nonprofit affiliate.

Failure to meet this condition if requested shall result a non-award and the proposal shall receive no further consideration. TEA will commence negotiations with the next high point Proposer.

3.7. EVALUATION CRITERIA

All applicable criteria required in this RFP must be stated in order for the review team to properly evaluate the submitted Proposals must be stated. The Proposer must include specific standards for measuring the quality of services and products provided.

TEA will evaluate proposals according to the selection criteria specified in Section 4.2 of this Request for Proposal.

SECTION FOUR: REVIEW OF PROPOSALS

4.1. REVIEW OF PROPOSALS

Review of proposals will begin as soon as practical after receipt. The Proposers receiving the most favorable ratings during the first round of selection will be asked to send a representative to Austin, Texas, at a time and place to be arranged for oral presentation of proposals. Proposals will be rated again following oral presentations. The evaluation team shall consist of TEA staff knowledgeable in the content area, and may also include reviewers from outside the Agency with expertise in the area.

The recommendations of the review panel will be assembled and presented to the Commissioner of Education who will:

1. Approve the proposal in whole or in part;
2. Disapprove the proposal; or
3. Defer action on the proposal for such reasons as a requirement for further evaluation.

By law, the Agency may not disclose any information until award. TEA defines "award" as a fully executed contract signed by both parties. All parties submitting a proposal response will be notified of the selection. Upon contract award, TEA will post the contract award notice to the electronic state business daily (ESBD) at: <http://esbd.cpa.state.tx.us/>. Copies of proposals **not selected for funding** will be destroyed in accordance with the agency approved records retention policy.

4.2. SELECTION CRITERIA

Proposals will be selected based on the ability of each Proposer to carry out all of the requirements contained in this Request for Proposal. A Proposer who is 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. TEA will base its selection on, among other things, demonstrated competence, qualifications of the Proposer, past vendor performance, and on the reasonableness of the proposed cost. All state agencies report unsatisfactory vendor performance on purchases over \$25,000. Agencies report satisfactory and exceptional vendor performance to assist in determining best value. In accordance with Texas Government Code, §2155.074 and §2155.75, vendor performance may be used as a factor in future contract awards.

Following are the criteria and the total number of points of each portion of the RFP that will be applied in selecting a Proposer:

CATEGORIES <i>(May vary given nature of RFP)</i>	POSSIBLE POINTS <i>(may vary)</i>
A. Quality of Technical Component <ul style="list-style-type: none"> • Experience in examination administration in a similar size project • Experience in examination development to ensure construction of valid and reliable exams • Experience scoring all types of administered exams and meeting reporting requirements • Clear correlation of deliverables to requirements of the RFP • Clear understanding of the project activities, materials, timelines, and design • Clear evidence security issues and procedures are addressed 	25
B. Quality of Management Component <ul style="list-style-type: none"> • Evidence of capability to manage and coordinate the project • Evidence to produce and develop new examinations • Experience of the organization and assigned project staff • Clear description of understanding the project and methodology • Ability to coordinate testing sites in Texas and out of state and/or out of the country • Proposers Financial Capability 	25
C. Quality of Task Implementation and Project Methodology <ul style="list-style-type: none"> • Logical and appropriate time frames • Activities are of sufficient scope and detail to provide evidence of satisfactory delivery of services and products • Evidence of creating master schedules and addressing risk issues • Evidence of Proposer's ability to maintain a website with the required information identified in this RP (examination schedules & sites, Q&A, preparation manuals, etc) • Clear understanding of the Texas Educator Examinations 	25
D. Cost-Effectiveness and Appropriateness of Financial Resources Dedicated to Project	25
TOTAL	100 points

4.2.1 Preference(s)

The Agency shall also give preference, among proposals that are otherwise comparable, to a proposal submitted by a Texas Resident Bidder (TX based company).

SECTION FIVE: CONTRACTUAL REQUIREMENTS

5.1 CONTRACTOR'S PROPOSAL

The selected proposal may be incorporated into a contract prepared by the TEA for signature by the contracting parties.

5.2 PROJECT REVIEW REQUIREMENTS

The project design and all materials, project activities, and/or other products developed, produced, or adapted by the contractor must be reviewed and approved in draft form and in final form by the Project Administrator, Texas Education Agency. Texas Education Agency will have at least 15 working days for each review of any materials, project design, project activities, and/or other products developed or adapted by the contractor.

5.3 PROJECT TIMELINE

The contractor must commence and perform project activities according to the timeline described in the task/activity plan.

5.4 PROJECT REPORTING REQUIREMENTS

Contractor must send a monthly comprehensive revenue and invoice file which can be downloaded to the "Examination Database" that TEA uses to track the fees, revenues and invoices. The database requirements will be finalized prior to award of the contract resulting from this RFP. Refunds requested by candidates will be reported to reflect at a minimum the candidate's name/ valid ID and at which stage the refund was requested and issued so that Agency staff can reconcile daily deposits. Additional reports citing activity and progress must be written by the contractor every six months in narrative form of all documents developed during that six-month period. This report must be submitted electronically to TEA. An annual technical report will document all activities conducted by the contractor for the examination program in the previous year. The proposal must contain a general outline of the annual report with attention given to examination administrations, data analysis, etc. Additional ad-hoc reports may be requested by TEA during the term of the contract. TEA reserves the right to determine the exact contents of any report and the method of submission (paper or electronic).

5.5 PAYMENT

All payments are made in accordance with Texas Government Code [§2251.001](#) et seq. Payments for Goods and Services. Unless otherwise indicated by the TEA, payment will be made upon scoring of the exams by reimbursement upon satisfactory performance of services.

Payment is contingent upon submission of properly prepared and certified report and invoice indicting every exam administered and scored. The information provided on each detailed report must include candidate's name/ valid ID. The TEA Project Manager will approve invoices based upon the monthly comprehensive revenue and invoice file submitted to TEA. The invoice shall note the period of time payment is for, the amount, contract number, purchase order number, and the Texas Comptroller of Public Accounts Payee Identification Number (TIN).

According to guidelines set forth by the Texas Comptroller of Public Accounts, the payment scheduling policy requires agencies to pay as close to the due date as possible in order to maximize fiscal benefits to the state. Payments are due from TEA 30 days from receipt of a correct and complete invoice.

NOTICE OF INTENT TO SUBMIT A PROPOSAL

The undersigned organization hereby files a notice of intent to submit a proposal for Development and Administration of Texas Educator Certification Examinations\

RFP No.: 701-11-024

Name of Organization: _____

Mailing Address: _____

Phone Number: (____) _____ FAX (____) _____

E-MAIL: _____

Filing of this notice is not mandatory; however, it will assist the Texas Education Agency in anticipating the volume of proposals in order to better expedite the review process and finalize contract awards.

Filing this notice in no way binds the organization to submit a proposal for Development and Administration of Texas Educator Certification Examinations.

Proposers who do not file this notice are still eligible to submit a proposal.

PLEASE SUBMIT THIS NOTICE BY MAIL OR FAX AS SOON AS POSSIBLE AFTER RECEIPT OF THE REQUEST FOR PROPOSAL, BUT NOT LATER THAN December 17, 2010, TO:

Purchasing and Contracts Division
Texas Education Agency
Attn: Kay Wagner
Kay.wagner@tea.state.tx.us
FAX (512) 475-1706

EXECUTION OF OFFER, AFFIRMATION OF TERMS AND CONDITIONS, AND PROPOSAL PREFERENCES

A. As used in these General Provisions:

- *Contract* means the entire document, and 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 Standard Contract;
- *Receiving Agency or Party or TEA* means the Texas Education Agency;
- *Performing Agency or Contractor* means the party or parties to this Contract other than TEA, including its or their officers, directors, employees, agents, representatives, consultants and subcontractors, and subcontractors' officers, directors, employees, agents, representatives and consultants;
- *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;
- *Contract Project* means the purpose intended to be achieved through the Contract;
- *Amendment* means a Contract that is revised in any respect, and includes both the original Contract, and any subsequent amendments or extensions thereto;
- *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, examination forms, testing materials, logos, trademarks, patentable materials, etc.); and,
- *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.

B. **Contingency:** The Contract(s), including any amendments, extensions or subsequent contracts, are executed by TEA contingent upon the availability of appropriated funds by legislative act. Notwithstanding any other provision in this Contract or any other document, 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:** For local educational agencies (LEAs), regional education service centers (ESCs), institutions of higher education (IHEs), and state agencies: Contractor, 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 in performance of the Contract Project.

For all other contractors, including nonprofit organizations and for-profit businesses: Contractor shall indemnify, hold harmless, and defend TEA and the State, all of its officers, agents, and employees from any and all claims, actions, suits, 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 or omissions of the Contractor or any agent, employee, subcontractor, or supplier of Contractor in performance of the Contract Project.

D. **Subcontracting:** Contractor shall not assign, transfer or subcontract any of its rights or responsibilities under this Contract without prior formal written amendment to this Contract properly executed by both TEA and Contractor. 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 the Agency HUB Coordinator before staffing changes are initiated.

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 a 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 Request for Proposal, in response to which Contractor submitted a proposal, are incorporated herein by reference for all purposes, although the current General Provisions shall prevail in the event of conflict.

H. Records Retention: 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 five (5) 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.

Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirements to cooperate is included in any subcontract it awards.

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 (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such preexisting rights and any derivative works thereof and (ii) 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 Education Service Center (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 Legal Division.

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 Legal Division.

J. **Sanctions for Failure to Perform or for Noncompliance:** 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. **Contract Cancellation, etc.:** If this Contract is cancelled, terminated, or suspended by TEA prior to its expiration date, the reasonable monetary value of services properly performed by Contractor pursuant to this Contract prior to such cancellation, termination or suspension shall be determined by TEA and paid to Contractor as soon as reasonably possible.

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. **State of Texas Laws:** In the conduct of the Contract Project, Contractor shall be subject to Texas State Board of Education rules pertaining to this Contract and the Contract Project, and to the laws of the State of Texas governing this Contract and the Contract Project. This Contract constitutes the entire agreement between TEA and Contractor for the accomplishment of the Contract Project. This Contract shall be interpreted according to the laws of the State of Texas except as may be otherwise provided for in this Contract.

P. **Federal Regulations Applicable to All Federally Funded Contracts:**

1. For Local Education Agencies (LEAs): 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 75 or 76 as applicable, 77, 79, 80, 81, 82, 85, 99, 104, 47 CFR 0 and 64, and OMB Circulars A-87 (Cost Principles) and A-133 (Audits);

2. For Education Service Centers (ESCs): 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 75 or 76 as applicable, 77, 79, 80, 81, 82, 85, 99, 104, 47 CFR 0 and 64, and OMB Circulars A-87 (Cost Principles) and A-133 (Audits);

3. For Institutions of Higher Education (IHEs): 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 74, 77, 79, 81, 82, 85, 99, 104, OMB Circular A-21 (Cost Principles), 47 CFR 0 and 64, OMB Circular A-133 (Audits), and OMB Circular A-110 (Uniform Administrative Requirements);

4. For Nonprofit Organizations: 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 74, 77, 79, 81, 82, 85, 99, 104, 47 CFR 0 and 64, OMB Circulars A-122 (Cost Principles) and A-133 (Audits), and OMB Circular A-110 (Uniform Administrative Requirements);

5. For State Agencies: 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 76, 80, 81, 82, 85, 99, 104, 47 CFR 0 and 64, OMB Circulars A-87 (Cost Principles) and A-133 (Audits), and OMB Circular A-110 (Uniform Administrative Requirements); and

6. For Commercial (for-profit) Organizations: 29 CFR 1630 and 48 CFR Part 31.

7. For American Recovery and Reinvestment Act funded projects: FAR 52.204-11, 52.212-5, 52.214-26, 52.215-2, and OMB Guidance Memo M-09-15.

Q. Point of Contact: All notices, reports and correspondence required by this Contract shall be in writing and delivered to the TEA project manager listed below or their successors in office:

TEA

Janice Lopez
Director, Educator Standards
Texas Education Agency
William B. Travis Building
1701 N. Congress Avenue
Austin, Texas 78701

CONTRACTOR

R. Time and Effort Recordkeeping: For those personnel whose salaries are prorated between or among different funding sources, time and effort records will be maintained by Contractor that will confirm the services provided within each funding source. Contractor must adjust payroll records and expenditures based on this documentation. This requirement applies to all projects, regardless of funding source, unless otherwise specified. For federally funded projects, time and effort records must be in accordance with the requirements in the applicable OMB cost principles.

S. 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:

1. 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;
2. 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;
3. Title IX of the Education Amendments of 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;
4. 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.
5. 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;
6. 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;
7. 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);
8. 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
9. General Education Provisions Act, as amended.

T. 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.

U. 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.

V. 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 Tex. Bus. & Com. 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.

W. **Family Code Applicability:** By signing this Contract, Contractor, if other than a state Party, certifies that under Section 231.006, 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.

X. **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 the agency 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 the agency 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. The agency's participation in mediation or any other dispute resolution process shall not waive any of the agency's contractual or legal rights and remedies, including but not limited to sovereign immunity.

Y. **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, the TEA Contract and its General Provisions, Appendices and Special Provisions shall take precedence over all other documents which are a part of this contract.

Z. **Education Service Center:** No funds transferred to Regional Education Service Centers or to school districts may be used to hire a registered lobbyist.

AA. **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 the Agency, Contractor shall furnish TEA with satisfactory proof of its compliance with this provision.

BB. **Public Information:** The 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 the TEA under this Contract constituting a record under the Act is received by the TEA, the information must qualify for an exception provided by the Texas Public Information Act in order to be withheld from public disclosure. Contractor authorizes the 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 excepted from public disclosure under the Act. If the TEA does not have a good faith belief that information may be subject to an exception to disclosure, the TEA is not obligating itself by this Contract to submit the information to the Attorney General. It shall be the responsibility of the 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. The Contractor waives any claim against and releases from liability the 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 the Contractor and determined by the Attorney General or a court of law to be subject to disclosure under the Texas Public Information Act.

CC. **Gratuities:** By signing this Contract, Contractor represents and warrants that the 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.

DD. **Venue and Jurisdiction:** Subject to and without waiving any of the Agency'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 this solicitation and any resulting contract or purchase order shall be in a court of competent jurisdiction in Travis County, Texas.

EE. **Protests:** Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation, evaluation, or award of this or any other contract by the Texas Education Agency may submit a formal protest to the Director of the Agency's Contracts and Purchasing Division. This protest procedure shall be the exclusive method by which anyone may make a challenge to any aspect of the Agency's contracting process. The Agency will not be required to consider the merits of any protest unless the protest is submitted timely, in a sworn written protest petition, and in strict compliance with all requirements in applicable law and Agency's rules (Title 19 of the Texas Administrative Code, at § 30.2002, or any amendment or successor rules).

If the protest procedure results in a final determination by the Agency that a violation of law has occurred in its contracting process in a case in which a contract has been awarded, then the Agency 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 the Agency.

FF. **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.

GG. **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.

HH. **Conformance:** The 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, respondent warrants that goods and services are suitable for and will perform in accordance with the purposes for which they are intended.

II. **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.

JJ. **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 Agency before serving in assignments on behalf of the Agency. This requirement applies to all individuals who currently serve or will serve in Agency assignments that have the possibility of direct contact with students. Assignments are contingent upon meeting Agency 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.

KK. **Assignment of Contract:** This Contract may not be assigned, sold, or transferred without the express written consent of the TEA Purchasing and Contracts Division. An attempted assignment after Contract award without the TEA approval will constitute a material breach of contract.

LL. **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.

MM. **Excluded Parties List System:** The Texas Education Agency is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, <http://www.epls.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Contractor certifies that they are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Contractor is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal

government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.

NN. 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. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

OO. Web Accessibility Policy: State law requires State Agencies and institutions of higher education to provide persons and employees with disabilities access comparable to access and use provided to the public and State employees without disabilities for the following: telephones and other telecommunications products, information kiosks, transaction machines, internet websites, and multimedia resources. TEA adheres to the standards set forth in TAC §206 State Web Sites, TAC §213 Electronic and Information Resources, and the Federal 508 requirements which may be viewed at <http://www.governor.state.tx.us/disabilities/resources/keylaws/access>. This policy is applicable to all TEA contractors who develop or provide any of the services or products listed above as a result of a TEA contract award or approved vendor list. All documents created or developed under this Contract must also be compliant with all state and federal regulations for web accessibility (i.e., Americans with Disabilities Act (ADA) compliance, http://www.dir.state.tx.us/general_info/accessibility.htm).

The Texas Government Code and Family Code sites referenced in this document may be viewed at: <http://www.statutes.legis.state.tx.us/>

The Texas Administrative Code site referenced in this document may be viewed at: [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.viewtac](http://info.sos.state.tx.us/pls/pub/readtac$ext.viewtac)

PP. 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 respondent's bid or proposal is based and will not allow any person who prepared the respective specifications or solicitation to participate financially in any contract award.

QQ. Social Security Numbers Withheld: TEA will not provide Social Security Numbers (SSNs) to any Contractor under this contract. TEA, its contractors and their subcontractors, will not require or request school districts to provide SSNs under this contract.

RR. Proprietary or Confidential Information: Contractor, its employees and subcontractors, 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 thirty (30) 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. Contractor will indemnify and hold harmless the State of Texas, its officers and employees, and TEA, its officers and employees for any claims or damages that arise from the disclosure by Contractor or its contractors of information held by the State of Texas.

SS. Independent Contractor: Contractor shall serve as an independent contractor in providing services under this Contract. Contractor's employees are not and shall not be construed as employees or agents of the State of Texas. Abandonment or Default: If the 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 respondent. 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 the agency based on the seriousness of the default.

TT. Vendor Performance: All state agencies must report unsatisfactory vendor performance on purchases over \$25,000. Agencies report satisfactory and exceptional vendor performance to assist in determining best value. In accordance with Texas Government Code, §2155.074 and §2155.75, vendor performance may be used as a factor in future contract awards.

UU. 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.

VV. Amendments:

1. All amendments to this Contract will be in a manner as prescribed by the Project Administrator of TEA, subject to Paragraph B of the General Provisions and will be made on AMENDMENT TO TEXAS EDUCATION AGENCY STANDARD CONTRACT form supplied by TEA. Amendments must be mailed to the Purchasing and Contracts Division, Room 2-125, Texas Education Agency, William B. Travis Building, 1701 North Congress, Austin, Texas 78701. An amendment to this Contract will become effective on the date of signature of TEA.
2. The Contractor is permitted to rebudget among direct cost categories within the approved budget to meet unanticipated requirements and to make limited changes to the approved budget without submitting an amendment. However, certain types of changes require the prior written approval of TEA through an amendment. Contractor shall submit an amendment to obtain prior written approval from TEA whenever any of the following changes are anticipated:

For all Contracts.

- a. any revision which would result in the need for additional funding;
- b. any revision to the scope or objectives of the Contract (regardless of whether there is an associated budget revision requiring prior approval);
- c. a request to extend the period of the Contract;

For Cost Reimbursement Contracts.

- a. cumulative transfers among direct cost categories which exceed or are expected to exceed (at any time during the Contract period) ten percent of the current total approved budget. Cumulative transfers are defined as the total amount of additions to all class/object codes and does not include deletions;
- b. any reduction of funds allotted for training costs (primarily travel and lodging for trainees, workshop/conference registration fees, tuition, books, and related fees);
- c. whenever a line item within a class/object code is added;
- d. an increase in the quantity of capital outlay item(s) requested; and
- e. an increase or decrease in the number of positions charged to Contract.

WW. Payment:

1. Payment for goods or services purchased with State-appropriated funds is made by warrants or by Direct Deposit from the State Treasury. Direct Deposit is the preferred method of payment. No penalty for late payment will be incurred by TEA if payment is made in thirty (30) days or less from receipt of goods/service or a correct invoice, whichever is later.

XX . 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.

ZZ. IRS Withholding:

Certain payments by some governmental entities to contractors after December 31, 2011 are subject to a 3% federal withholding requirement. The Internal Revenue Service (IRS) has proposed regulations regarding the 3% withholding requirement. Contractors and potential contracts should review this website for more information:

<http://www.irs.gov/govt/fslg/article/0,,id=204409,00.html>

If the TEA determines that any payments due under this contract are subject to the 3% withholding requirement, the TEA shall withhold such amounts consistent with the statute. It is the Contractor's sole responsibility to assert and establish to the satisfaction of the TEA the availability of any applicable exemption from withholding.

Additional information and a Direct Deposit Authorization application may be found at:
<https://fmx.cpa.state.tx.us/fm/payment/index.php>.

2. Payment for service(s) described in this Contract is contingent upon satisfactory completion of the service(s). Satisfaction will be determined by TEA's Project Administrator, in his sole discretion but in accordance with reasonable standards and upon advice of his superiors in TEA, if necessary. 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 forty-five 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.

3. 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 the 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.

4. 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 their account status by accessing the Comptroller's website at: <http://ecpa.cpa.state.tx.us/vendor/tpsearch1.html>. If the account status message is "on vendor hold," the contractor is advised to contact the Comptroller's Warrant Hold Section in the Division of Revenue Accounting at 1-800-531-5441 ext. 3-4561 for assistance in resolving the issue.

Proposer has read, understands, and agrees to be bound to the terms and conditions stated in the RFP if a contract is awarded to Proposer pursuant to this RFP.

Contractor shall provide to Agency, Contractor's nine (9) digit Federal Employer's Identification Number (FEI#) or Social Security Number (SSN) if Contractor is an individual, or Contractor's fourteen (14) digit State of Texas Payee Identification Number (TIN). If Contractor is incorporated, Contractor shall also provide to Agency the corporation's charter number issued by the Texas Secretary of State's office. Information provided by the contractor will be verified by the Agency.

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted in the proposal or bid. By signing this proposal, the Proposer signifies that if a Texas address is shown as the address of the Proposer, the Proposer qualifies as a Texas Resident Bidder as defined in Rule 1 TAC.

PROPOSER/COMPANY NAME:
STREET ADDRESS:
CITY/STATE/ZIP:
TELEPHONE NO.:
FACSIMILE NO.:
EMAIL ADDRESS:
NAME OF PROPOSER'S AUTHORIZED AGENT:
TITLE OF PROPOSER'S AUTHORIZED AGENT:
SIGNATURE OF AUTHORIZED AGENT:

DEFINITION OF HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

(As defined in V.T.C.A., TX Govt. Code, §2161.001)

(2) "Historically underutilized business" means an entity with its principal place of business in this state that is:

- (A) a corporation formed for the purpose of making a profit in which 51 percent or more of all classes of the shares of stock or other equitable securities are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the corporation's control, operation, and management;
- (B) a sole proprietorship created for the purpose of making a profit that is completely owned, operated, and controlled by an economically disadvantaged person;
- (C) a partnership formed for the purpose of making a profit in which 51 percent or more of the assets and interest in the partnership are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the partnership's control, operation, and management;
- (D) a joint venture in which each entity in the venture is a historically underutilized business, as determined under another paragraph of this subdivision; or
- (E) a supplier contract between a historically underutilized business as determined under another paragraph of this subdivision and a prime contractor under which the historically underutilized business is directly involved in the manufacture or distribution of the goods or otherwise warehouses and ships the goods.

(3) "Economically disadvantaged person" means a person who is economically disadvantaged because of the person's identification as a member of a certain group, including Black Americans, Hispanic Americans, women, Asian Pacific Americans, and Native Americans, and who has suffered the effects of discriminatory practices or other similar insidious circumstances over which the person has no control.

Added by Acts 1995, 74th Leg., ch. 41, § 1, eff. Sept. 1, 1995. Amended by Acts 1999, 76th Leg., ch. 1499, § 1.21, eff. Sept. 1, 1999.

Texas Education Agency Historically Underutilized Business Subcontracting Plan (HSP)

In accordance with Texas Government Code § 2161.252, Texas Education Agency (TEA) has determined that subcontracting opportunities are probable under this contract. Therefore, respondents including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit a State of Texas HUB Subcontracting Plan (HSP) with their solicitation response.

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to TGC § 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 State of Texas Disparity Study. The HUB goals defined in 1 TAC §111.13, are: **11.9% - for Heavy Construction other than building contracts, 26.1% - for all Building Construction, including general contractors and operative builders contracts, 57.2% - for all Special Trade Construction contracts, 20% - for Professional Services contracts, 33% - for all Other Service contracts and 12.6% - for Commodities contracts.**

-- Agency Special Instructions/Additional Requirements --

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SECTION 1 – RESPONDENT AND SOLICITATION INFORMATION

a. Respondent (Company) Name: _____ State of Texas VID #: _____

Point of Contact: _____ Phone #: _____

b. Is your Company a State of Texas certified HUB? - Yes - No

c. Solicitation #: _____

SECTION 2 – SUBCONTRACTING OPPORTUNITIES

TEA has identified probable subcontracting opportunities by NIGP Class and Item codes in the table below. However, TEA acknowledges there may be additional subcontracting opportunities. After having divided the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, the respondent must identify what portion(s) of work, including goods or services, will be subcontracted.

Note: In accordance with 1 TAC §111.12, a “Subcontractor” means a person who contracts with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity.

Check the appropriate box regarding the subcontracting opportunity(s):

- Yes, I will be subcontracting portion(s) of the contract.

(If Yes, in the spaces provided below, list any additional portions of work, not identified by TEA, that you will be subcontracting*, and go to SECTION 3)

- No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources. (If No, complete SECTION 9 and 10)

¹ **NOTE: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc demonstrating evidence of the Good Faith Effort performed.**

Line Item # - Subcontracting Opportunity Description	Line Item # - Subcontracting Opportunity Description
(1)-	(6)-
(2)-	(7)-
(3)-	(8)-
(4)-	(9)-
(5)-	(10)-

*To list additional subcontracting opportunities, a continuation page is available at <http://www.tea.state.tx.us/index2.aspx?id=7038>

Enter your company's _____	Solicitation #: _____
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IMPORTANT: You must complete a copy of this page for each portion of the contract that you will be subcontracting. You may photocopy this page or download copies at <http://www.tea.state.tx.us/index2.aspx?id=7038>.

SECTION 3 – RESPONDENT SUBCONTRACTING OPPORTUNITIES

Enter the line item number and description for the portion of work listed in SECTION 2, which you will be subcontracting.

Line Item # _____	Description: _____
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SECTION 4 – MENTOR-PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor-Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a Good Faith Effort towards that specific portion of work.

Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

- Yes, (If Yes, complete SECTION 8 and 10) - No/Not Applicable (If No or Not Applicable, go to SECTION 5)

SECTION 5 – PROFESSIONAL SERVICES CONTRACTS ONLY

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

- Yes (If Yes, complete SECTION 8 and 10) - No/Not Applicable (If No or Not Applicable, go to SECTION 6)

In accordance with TGC §2254.002, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.

¹ **NOTE: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc demonstrating evidence of the Good Faith Effort performed.**

SECTION 6 – NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes a Good Faith Effort towards the portion of work listed in SECTION 3.

After performing the requirements of this section, complete SECTION 7, 8 and 10.

a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to **three (3)** or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at and its HUB Directory, found at to identify available HUBs. Website: <http://www.window.state.tx.us/procurement/>

b. Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers.

c. Written notifications 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. Unless TEA has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond **and** provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to TEA.

SECTION 7 – HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List three (3) State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice and if you received a response.¹

Company Name	VID #	Notice Date	Was Response
_____	_____	_____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
_____	_____	_____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
_____	_____	_____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No

SECTION 8 – SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the percentage of work be subcontracted, the approximate dollar value of the work to be subcontracted and indicate if the company is a Texas certified HUB.

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Texas Certified HUB
_____	_____	_____	_____	<input type="checkbox"/>
_____	_____	_____	_____	<input type="checkbox"/>

Enter your company's _____ Solicitation #: _____

SECTION 8 (CON'T) – SUBCONTRACTOR SELECTION

*If the subcontractor(s) you selected is a non HUB, provide written justification of your selection process below:

¹ NOTE: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc demonstrating evidence of the Good Faith Effort performed.

(SUGGESTED FORMAT FOR COVER PAGE)

PROJECT PROPOSAL

Submitted to the
Texas Education Agency
Purchasing & Contracts Division

RFP No.: 701-11-024

- TITLE OF PROPOSED PROJECT: **Development and Administration of the Texas Educator Certification Examinations**
- RESPONDENT ORGANIZATION: (Name and address of organization submitting proposal. Include zip code.)
- RESPONDENT ORGANIZATION IDENTIFICATION NUMBER: (Show respondent organization's Federal Employer's Identification Number or SSN if an individual. If respondent organization is a corporation or if individual is incorporated, the charter number of respondent organization or individual must also be shown.)
- PROPOSAL DEVELOPED BY: (Name, position, email, and telephone number of person responsible for development of proposal)
- PROJECT ADMINISTRATOR: (Name, position, email, and telephone number of person to be in charge of proposed project)
- PROPOSAL TRANSMITTED BY: (Name, position, email, and telephone number of official committing the respondent organization to the proposed project)
- CONTRACTING OFFICER: (Name, position, email, and telephone number of official with authority to negotiate contracts for respondent organization)
- DURATION OF PROJECT: (Beginning and ending dates of proposed project)
- TOTAL BUDGET FOR PROPOSED PROJECT: (Total of projected expenditures listed in budget section)
- CONTAINS PROPRIETARY INFORMATION: (Check this box, if the proposal being submitted contains proprietary information.)
- ACCEPTANCE OF TERMS AND CONDITIONS: We hereby accept by the submission of the proposal the Terms and Conditions of the General Provisions.
- DATE SUBMITTED: (Date proposal is submitted to TEA)

FORMAT FOR BUDGET SUMMARY AND EXPENDITURE REPORT

PROJECT NAME: _____

EXPENDITURES BY TASK

TASKS/ACTIVITIES	PAYROLL COSTS	TRAVEL EXPENSE	CONTRACTED SERVICES	CONSUMABLE SUPPLIES & MATERIALS	COMMUNICATIONS EXPENSE	PRINTING, DUPLICATING, DATA PROCESSING	OTHER (IDENTIFY)	TOTAL
I. . **(TWO OR THREE WORD DESCRIPTION OF TASK #1 A. (TWO OR THREE WORD DESCRIPTION OF ACTIVITY A) B. C. TOTAL COSTS TASK #1	\$	\$	\$	\$	\$	\$	\$	\$
II. Description A. B. ETC. TOTAL COSTS TASK #2 ETC.								
Total Approved Budget	\$	\$	\$	\$	\$	\$	\$	\$

SCHEDULE OF TASK COMPLETION

Title of Proposed Project _____

Proposer Organization (Name) _____

Beginning and Ending Dates: _____ to _____

<u>Task/Activity Numbers</u>	<u>Projected Completion Date and Cost by Task</u>	
	<u>Projected Completion Date</u>	<u>Projected Cost</u>
Task No. 1 (title)		
Activities		
1. (list)	Month __, 20__	
2. etc.		
Total Task No. 1		\$xxxxx.xx
Task No. 2 (title)		
continued		
Total Task No. 2		\$xxxxx.xx
Etc.		
Total Budget		\$xxxxx.xx

Cost may also be by activity if feasible but must be shown, at a minimum, for task total.

Selected Proposer will be reimbursed for actual expenditures upon satisfactory performance of services/completion of tasks and upon submittal of properly prepared and certified invoices/expenditure reports.