

STATE OF TEXAS §
COUNTY OF TRAVIS §

Division: 210	Program Name: Administration of Reading Academies and Reading to Learn Academies
Org Code: _____	Legal/Funding Authority: 84 th Texas Legislature 2015, Senate Bill 972; General Appropriations Act Article IX, §18.64, Rider 74
Speed Chart: _____	Contract #: 3499
Payee Name: The University of Texas at Austin	PO #: _____
Payee ID: 1746000203	

TEXAS EDUCATION AGENCY STANDARD CONTRACT

ARTICLE I. PARTIES TO CONTRACT

This agreement is entered into by and between the Texas Education Agency ("TEA"), a Texas State Agency and The University of Texas at Austin ("Contractor").

ARTICLE II. PERIOD OF CONTRACT

TEA shall pay Contractor for the reasonable and approved costs incurred by Contractor in connection with the Contract Project during the period beginning April 27, 2016 and ending August 31, 2017 unless extended or terminated as otherwise provided for this contract. TEA, at its own discretion, may extend the contract awarded for up to two additional fiscal years under the same or different terms subject to appropriation of funds by the Texas Legislature for this project.

ARTICLE III. PURPOSES OF CONTRACT

Contractor will update and provide Kindergarten and grade 1 literacy academies in the first year of contract, while grades 2 and 3 literacy academies, and grades 4 and 5 Reading to Learn academies will occur in the second year of the contract, and perform all of the functions and duties set described herein and in the appendices to this Contract, which are attached hereto and incorporated by reference.

ARTICLE IV. PAYMENT UNDER CONTRACT

Subject to the availability to TEA of funds for the purpose(s) of this contract, TEA shall pay to Contractor by State of Texas warrant(s) the amount of \$3,989,201.00 for the performance, satisfactory to the TEA, of Contractor's functions and duties under this Contract. Year one amount \$1,339,794.00 and Year two amount is \$2,649,407.00. Payment to Contractor by TEA will be made in accordance with the Description of Services / Budget, which is attached hereto and incorporated herein by reference.

ARTICLE V. GENERAL AND SPECIAL PROVISIONS OF CONTRACT

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

- ☒ Special Provisions A, Program Specific
- ☐ Special Provisions B, Debarment (required if utilizing federal funds)
- ☐ Special Provisions C, Lobbying (required if utilizing federal funds & over \$100,000)
- ☒ Special Provisions D, Historically Underutilized Business Subcontracting Plan (HSP)
(required for projects over \$100,000.00)
- ☒ Amended and Restated Memorandum of Understanding between the Texas Education Agency and The University of Texas System dated August 30, 2006, Exhibit A

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

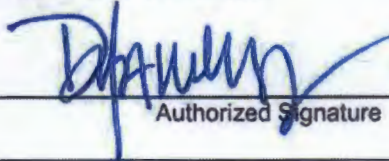
Texas Government Code §572.069. CERTAIN EMPLOYMENT FOR FORMER STATE OFFICER OR EMPLOYEE RESTRICTED. A former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving a person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

ARTICLE VI. ENTIRE CONTRACT

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

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

Typed name: David K Hawkins
Typed title: Associate Director

 4.29.2016
Authorized Signature

This section reserved for TEA use.

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

AGREED and accepted on behalf of Agency on May 4, 2016 (month/day/year) by a person authorized to bind Agency.

Return an electronic copy to:
TEAContracts@tea.texas.gov

Texas Education Agency
Purchasing, Contracts and Agency Services Division
1701 North Congress Avenue Rm. 2-125
Austin, Texas 78701-1494


Mike Morath
Commissioner of Education

Appendix One

- A. The definitions of terms in the Contract Terms and Conditions are incorporated herein.
- B. The attached proposal entitled Request for Proposal #701-16-036, Administration of Grades K-3 Literacy Academies and Grades 4-5 Reading to Learn Academies, is incorporated herein by reference and is therefore made a part of this contract.
- C. If there is a conflict or ambiguity between or among the terms of the documents that constitute this Contract, and if that conflict or ambiguity cannot be resolved by construing the terms so as to harmonize all their terms, then the conflict or ambiguity shall be resolved with the following Contract documents prevailing in the following order of priority:
- Special Provisions A – Program Specific
 - Contract Terms and Conditions of the Standard Contract
 - Texas Education Agency Standard Contract, inclusive of all appendices
 - Contractor's Revised Schedule of Task Completions and Budgets dated April 27, 2016
 - Contractor's Proposal to the Texas Education Agency entitled, "Meadows Center for Preventing Education Risk, RFP #701-16-036, Administration of Grades K-3 Literacy Academies and Grades 4-5 Reading to Learn Academies", submitted March 16, 2016, Exhibit B
 - The Request for Proposal entitled "Administration of Grades K-3 Literacy Academies and Grades 4-5 Reading to Learn Academies", released February 26, 2016, Exhibit C
- D. Description of Services/ Activities:
- Contractor will update and provide K-3 Literacy Academies and Grades 4-5 Reading to Learn Academies in accordance with the Schedule of Task Completions, Attachment 1 and Attachment 2. Contractor is required to administer the project by completing the following
- (1) Update the original state-developed reading academies, one each for Kindergarten, grade 1, grade 2, grade 3, grade 4, and grade 5
 - (2) Organize and oversee the details of the Training of Trainers (TOT) sessions, including registration, securing a meeting site with appropriate amenities, payments to vendors, and reimbursements to attendees
 - (3) Organize and provide all materials for the TOT sessions; Conduct face-to-face TOT sessions
 - (4) Provide follow-up support for teachers by developing a website of resources
- E. Budget:
- The Budgets, labeled Attachment 3 and Attachment 4 are attached. Payment shall be monthly upon completion of designated tasks/activities. Food purchases must be in accordance with Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200, Subpart E, §200.432. Purchases must be necessary and reasonable for the successful performance of the Contract. This applies to both federally and state funded Contracts. Website to view the regulations: <http://www.ecfr.gov/cgi-bin/text-idx?SID=f61b41b94d57ed256eb46811a14d243d&mc=true&node=se2.1.200.1432&rgn=div8>.
- Contractor will make a good faith effort to comply with the State of Texas Travel Guidelines. TEA may at its discretion approve requests for reimbursement of travel which exceed the State of Texas Travel Guidelines. Contractor shall maintain receipts in accordance with item H of the Terms and Conditions. The Comptroller's website for travel rules and regulations – textravel: <https://fmxcpa.state.tx.us/fmx/travel/textravel/index.php>.
- Receipts must be made available for programmatic or financial audit, by TEA and by others authorized by law or regulation to make such an audit, for a period of not less than seven (7) years. State travel expense reimbursement is not a per diem. Contractors must claim the actual expenses incurred for meals and lodging not to exceed the maximum allowable rates. The maximum should not be claimed unless the actual expenditures equal or exceed the maximum allowable rate. Effective January 1, 2016, the mileage rate is 54¢.
- F. Invoicing:
- Contractor shall submit the invoice electronically to Texas Education Agency, Accounts Payable at TEAAccountsPayable@tea.texas.gov and courtesy copy Chelaine Marion, Director of Foundation Education, Curriculum Division, at Chelaine.Marion@tea.texas.gov. Payment under this Contract is contingent upon satisfactory completion of services. The final invoice is due within forty-five days of the completion of the project.
- All invoices shall include:
- Contractor's mailing address, email address and telephone number
 - Name and telephone number of the person designated by Contractor to answer questions regarding the invoice
 - Contract and Purchase Order number
 - Name of the Project and identify the month services were rendered

Schedule of Task Completion: Content Development

Title of Proposed Project:	Administration of Grades K-3 Literacy Academies and Grades 4-5 Reading to Learn Academies
Contractor:	Meadows Center for the Prevention of Educational Risk at The University of Texas at Austin
Begin Date:	April 28, 2016
End Date:	August 31, 2017

Task/Activity Numbers Grades K & 1 (Kindergarten and First Grade Academies content development will follow same tasks / timeline).	Projected Completion Date*	Projected Cost	Person(s) Responsible
Task 1 Kindergarten Literacy Academy Content Development	April 28 – June 24, 2016		Pam Bell, Matthew Slater, Jacob Beyer, Kathy Balch (Lead Kindergarten Consultant), consultants
Activity 1.1 Secure consultants and provide materials to consultants	May 3, 2016	\$3,500	Pam Bell, Jacob Beyer
Activity 1.2 Confirm team assignments and conduct virtual meeting	April 29, 2016	\$3,500	Pam Bell, Thea Woodruff, Kathy Balch
Activity 1.3 Develop Academy Framework	May 3, 2016	\$7,000	Kathy Balch, Pam Bell, consultants
Activity 1.4 Design Academy Framework (graphics production)	May 6, 2016	\$8,000	Matthew Slater, Carlos Trevino, Karen Chan, consultants
Activity 1.5 Identify existing content to use	April 29, 2016	\$15,000	Kathy Balch, consultants
Activity 1.6 Develop new content	May 11, 2016	\$38,000	Kathy Balch, consultants
Activity 1.7 Develop English Learner (EL) & strugglers content	May 11, 2016	\$7,000	Alejandra Rodriguez-Mielke (Lead EL consultant), consultants
Activity 1.8 Develop first draft	May 16, 2016	\$36,500	Kathy Balch, consultants
Activity 1.9 Design Academy (graphics production)	May 24, 2016	\$13,500	Matthew Slater, Carlos Trevino, Karen Chan, consultants
Activity 1.10 External Review	May 24, 2016	\$5,000	Kathy Balch, Pam Bell, Jacob Beyer, consultants
Activity 1.11 Produce final draft	May 26, 2016	\$10,000	Kathy Balch, Pam Bell, consultants
Activity 1.12 Design final academy (graphics production)	June 7, 2016	\$10,000	Matthew Slater, Carlos Trevino, Karen Chan, consultants
Activity 1.13 Print materials for Master Trainers	June 10, 2016		TEA print shop
Activity 1.14 Conduct training for Master Trainers	June 24, 2016	\$3,750	Kathy Balch, Pam Bell, consultant trainers
Task 1 TTL		\$160,750	
Task 2 First Grade Literacy Academy Content Development	April 28 – June 24, 2016		Pam Bell, Jacob Beyer, Matthew Slater, Candace Anderson (Lead First Grade Consultant), consultants
Activity 2.1 Secure consultants and provide materials to them	April 29, 2016	\$3,500	Pam Bell, Jacob Beyer
Activity 2.2 Confirm team assignments and conduct virtual meeting	April 29, 2016	\$3,500	Pam Bell, Thea Woodruff, Candace Anderson
Activity 2.3 Develop Academy Framework	May 5, 2016	\$7,000	Candace Anderson, Pam Bell, consultants
Activity 2.4 Design Academy Framework (graphics production)	May 9, 2016	\$8,000	Matthew Slater, Carlos Trevino, Karen Chan, consultants
Activity 2.5 Identify existing content to use	April 29, 2016	\$15,000	Candace Anderson, consultants
Activity 2.6 Develop new content	May 13, 2016	\$38,000	Candace Anderson, consultants
Activity 2.7 Develop English Learner (EL) & strugglers content	May 17, 2016	\$7,000	Alejandra Rodriguez-Mielke, Lead EL consultant, consultants
Activity 2.8 Develop first draft	May 25, 2016	\$36,500	Candace Anderson, consultants

Schedule of Task Completion: Content Development

Task/Activity Numbers Grades K &1 (Kindergarten and First Grade Academies content development will follow same tasks / timeline).	Projected Completion Date*	Projected Cost	Person(s) Responsible
Activity 2.9 Design Academy (graphics production)	June 1, 2016	\$13,500	Matthew Slater, Carlos Trevino, Karen Chan, consultants
Activity 2.10 External Review	May 31, 2016	\$5,000	Candace Anderson, Pam Bell, Jacob Breyer, consultants
Activity 2.11 Produce final draft	June 3, 2016	\$10,000	Candace Anderson, Pam Bell, consultants
Activity 2.12 Design final academy (graphics production)	June 13, 2016	\$10,000	Matthew Slater, Carlos Trevino, Karen Chan, consultants
Activity 2.13 Print materials	June 17, 2016		TEA print shop
Activity 2.14 Conduct training for Master Trainers	June 24, 2016	\$3,750	Candace Anderson, Pam Bell, Thea Woodruff
Task 2 TTL		\$160,750	
Task 3 Second Grade Literacy Academy Content Development	July 18, 2016- Nov. 18, 2016		Lead Consultant, Pam Bell, Matthew Slater, Jacob Beyer
Activity 3.1 Secure consultants and provide materials to them	July 22, 2016	\$3,500	Pam Bell, Jacob Beyer
Activity 3.2 Confirm team assignments and conduct virtual meeting of consultants	July 29, 2016	\$3,500	Pam Bell, Thea Woodruff, Lead Consultant
Activity 3.3 Develop Academy Framework	Aug. 5, 2016	\$7,000	Lead Consultant, Pam Bell, consultants
Activity 3.4 Design Academy Framework (graphics production)	Aug. 17, 2016	\$8,000	Matthew Slater, Carlos Trevino, Karen Chan, graphics consultants
Activity 3.5 Identify existing content to use	Aug. 12, 2016	\$15,000	Lead Consultant, consultants
Activity 3.6 Develop new content	Aug. 26, 2016	\$38,000	Lead Consultant, consultants
Activity 3.7 Develop English Learner (EL) content	Sept. 2, 2016	\$7,000	Alejandra Rodriguez-Mielke, Lead EL consultant, consultants
Activity 3.8 Develop first draft	Sept. 23, 2016	\$36,500	Lead Consultant, Thea Woodruff, Ellie Hanson, consultants
Activity 3.9 Design Academy (graphics production)	Oct. 7, 2016	\$13,500	Matthew Slater, Carlos Trevino, Karen Chan, consultants
Activity 3.10 Review	October 14, 2016	\$5,000	Lead Consultant, Pam Bell, Jacob Beyer, consultants
Activity 3.11 Produce final draft	October 21, 2016	\$10,000	Lead Consultant, Pam Bell, consultants
Activity 3.12 Design final academy (graphics production)	Nov. 2, 2016	\$10,000	Matthew Slater, Carlos Trevino, Karen Chan, consultants
Activity 3.13 Provide training to Master Trainers	Nov. 18, 2016	\$3,750	Lead Consultant, Pam Bell
Task 3 TTL		\$160,750	
Task 4 Third Grade Literacy Academy Content Development	July 18, 2016- Dec. 1, 2016		Pam Bell, Thea Woodruff, Matthew Slater
Activity 4.1 Provide materials to consultants	July 22, 2016	\$3,500	Pam Bell, Jacob Breyer
Activity 4.2 Confirm team assignments and conduct virtual meeting	July 29, 2016	\$3,500	Pam Bell, Thea Woodruff, Lead Consultant
Activity 4.3 Develop Academy Framework	Aug. 5, 2016	\$7,000	Lead Consultant, Pam Bell, consultants
Activity 4.4 Design Academy Framework (graphics production)	Aug. 17, 2016	\$8,000	Matthew Slater, Carlos Trevino, Karen Chan, graphics consultants
Activity 4.5 Identify existing content to use	Aug. 12, 2016	\$15,000	Lead Consultant, consultants
Activity 4.6 Develop new content	Aug. 26, 2016	\$38,000	Lead Consultant, Ellie Hanlon, consultants
Activity 4.7 Develop English Learner (EL) content	Sept. 2, 2016	\$7,000	Alejandra Rodriguez-Mielke, Lead EL consultant, consultants
Activity 4.8 Develop first draft	Sept. 23, 2016	\$36,500	Lead Consultant, Thea Woodruff, Ellie Hanson, consultants

Schedule of Task Completion: Content Development

Task/Activity Numbers Grades K & 1 (Kindergarten and First Grade Academies content development will follow same tasks / timeline).	Projected Completion Date*	Projected Cost	Person(s) Responsible
Activity 4.9 Design Academy (graphics production)	Oct. 7, 2016	\$13,500	Matthew Slater, Carlos Trevino, Karen Chan, consultants
Activity 4.10 Review	October 14, 2016	\$5,000	Lead Consultant, Pam Bell, Jacob Beyer, consultants
Activity 4.11 Produce final draft (including videos)	October 21, 2016	\$10,000	Lead Consultant, Pam Bell, consultants
Activity 4.12 Design final academy	Nov. 2, 2016	\$10,000	Matthew Slater, Carlos Trevino, Karen Chan, consultants
Activity 4.13 Conduct training for Master Trainers	July 18, 2016- Nov. 18, 2016	\$3,750	Lead Consultant, Pam Bell
Task 4 TTL		\$160,750	
Task 5 Website, Grades K-3	April 30, 2016 - August 30, 2017		Pam Bell, Kathleen Walker, UT Information Technology Services
Activity 5.1 Develop internal services agreement with specifications for website development	July 31, 2016	\$20,000	Pam Bell, Kathleen Walker, UT ITS
Activity 5.2 Work with ITS programmers during website construction	December 15, 2016	\$47,281	Kathleen Walker
Activity 5.3 Upload, tag, and publish resources in website	August 31, 2017	\$11,250	Kathleen Walker
Activity 5.4 Upload, tag, and publish resources to Texas Gateways	August 31, 2017	\$11,250	Kathleen Walker
Task 5 TTL		\$89,781	
TOTAL GRADES K-3		\$732,782	

Task/Activity Numbers Grades 4-5 Reading to Learn Academies	Projected Completion Date	Projected Cost	Person(s) Responsible
Task 6 Grade 4 Reading to Learn Academy	July 15, 2016 – May 12, 2017		Pam Bell, Thea Woodruff, Matthew Slater
Activity 6.1 Provide materials to consultants	July 22, 2016	\$3,500	Pam Bell, Thea Woodruff, Jacob Beyer
Activity 6.2 Confirm team assignments and conduct virtual meeting	July 28, 2016	\$3,500	Pam Bell, Thea Woodruff
Activity 6.3 Develop Academy Framework	Aug. 19, 2016	\$7,000	Lead consultant, Thea Woodruff, Pam Bell
Activity 6.4 Design Academy Framework (graphics production)	Sept. 16, 2016	\$3,000	Matthew Slater, Carlos Trevino, Karen Chan, consultants
Activity 6.5 Identify existing content to use	Sept. 16, 2016	\$20,000	Lead consultant, Thea Woodruff, consultants
Activity 6.6 Develop new content	Oct. 14, 2016	\$30,000	Lead consultant, Thea Woodruff, consultants
Activity 6.6.1 Develop struggling reader, content areas, and writing content	Nov. 23, 2016	\$50,000	Lead consultant, Thea Woodruff, Ellie Hanson, Marty Hougen, consultants
Activity 6.6.2 Obtain teacher demonstration videos	April 7, 2017	\$15,000	Video Liaison, Thea Woodruff, Video Producer
Activity 6.7 Develop first draft	December 16, 2016	\$30,000	Lead consultant, Thea Woodruff, Pam Bell consultants
Activity 6.7.1 Insert Videos	April 14, 2017	\$14,000	Lead Consultant, Thea Woodruff, Pam Bell
Activity 6.7.2 Compare draft to Grade 5 Academy draft (continuity)	January 27, 2017	\$20,000	Lead Consultants Grades 4 and 5, Thea Woodruff, Pam Bell
Activity 6.7.3. Revise draft	February 17, 2017	\$20,000	Lead Consultant Grade 4, Thea Woodruff, Pam Bell, consultants

Schedule of Task Completion: Content Development

Task/Activity Numbers Grades 4-5 Reading to Learn Academies	Projected Completion Date	Projected Cost	Person(s) Responsible
Activity 6.8 Design Academy (graphics production)	March 3, 2017	\$15,000	Matthew Slater, Carlos Trevino, Karen Chan, consultants
Activity 6.9 Review	April 21, 2017	\$12,500	
Activity 6.10 Produce final draft	April 28, 2017	\$30,000	Lead Consultant, Thea Woodruff, Pam Bell
Activity 6.11 Design final academy (graphics production)	May 5, 2017	\$15,000	Matthew Slater, Carlos Trevino, Karen Chan, consultants
Activity 6.12 Conduct training for Master Trainers	May 12, 2017	\$25,000	Lead Consultant, Thea Woodruff, Pam Bell
Task 6 TTL		\$313,500	
Task 7 Grade 5 Reading to Learn Academy	July 15, 2016 – May 12, 2017		
Activity 7.1 Provide materials to consultants	July 22, 2016	\$3,500	Pam Bell, Thea Woodruff, Jacob Beyer
Activity 7.2 Confirm team assignments and conduct virtual meeting	July 28, 2016	\$3,500	Pam Bell, Thea Woodruff
Activity 7.3 Develop Academy Framework	Aug. 19, 2016	\$7,000	Lead consultant, Thea Woodruff, Pam Bell
Activity 7.4 Design Academy Framework (graphics production)	Sept. 16, 2016	\$3,000	
Activity 7.5 Identify existing content to use	Sept. 16, 2016	\$20,000	
Activity 7.6 Develop new content	Oct. 14, 2016	\$30,000	
Activity 7.6.1 Develop struggling reader, content areas, and writing content	Nov. 23, 2016	\$50,000	Lead consultant, Thea Woodruff, Ellie Hanson, Marty Hougen, consultants
Activity 7.6.2 Obtain teacher demonstration videos	April 7, 2017	\$15,000	Video Liaison, Thea woodruff, Video Producer
Activity 7.7 Develop first draft	December 16, 2016	\$30,000	
Activity 7.7.1 Insert Videos	April 14, 2017	\$14,000	Lead Consultant, Thea Woodruff, Pam Bell
Activity 7.7.2 Compare draft to Grade 4 Academy draft (continuity)	January 27, 2017	\$20,000	Lead Consultants Grades 4 and 5, Thea Woodruff, Pam Bell
Activity 7.7.3. Revise draft	February 17, 2017	\$20,000	Lead Consultant Grade 4, Thea Woodruff, Pam Bell, consultants
Activity 7.8 Design Academy (graphics production)	March 3, 2017	\$15,000	
Activity 7.9 Review	April 21, 2017	\$12,500	
Activity 7.10 Produce final draft	April 28, 2017	\$30,000	
Activity 7.11 Design final academy (graphics production)	May 5, 2017	\$15,000	
Activity 7.12 Conduct training for Master Trainers	May 12, 2017	\$23,050	Lead Consultant, Thea Woodruff, Pam Bell
Task 7 TTL		\$311,550	
Task 8 Video Production, Grades 4 & 5	April 28, 2016 – April 7, 2017		Thea Woodruff, Pam Bell, Jacob Breyer, Video Liaison consultant, Video producer
Activity 8.1 Develop and post Request for Bid	June 7, 2016	\$5,000	Pam Bell, Jacob Breyer, UT Purchasing Office
Activity 8.2 Review proposals and award bid	Aug. 21, 2016	\$50,000	Pam Bell, Thea Woodruff, Martha Smith, Jacob Beyer, UT Purchasing Office
Activity 8.3 Identify usable footage for demonstration videos	Sept 21, 2016	\$30,000	Thea Woodruff, Video Liaison

Schedule of Task Completion: Content Development

Task/Activity Numbers Grades 4-5 Reading to Learn Academies	Projected Completion Date	Projected Cost	Person(s) Responsible
Activity 8.4 Work with content development teams to identify teaching demonstrations needed in content areas	December 15, 2016	\$65,000	Video Liaison
Activity 8.5 Accompany video production crew to schools	February 10, 2017	\$75,000	Video Liaison, Thea Woodruff
Activity 8.6 Work with video producer to approve sequences and scripts	March 24, 2017	\$35,000	Video Liaison, Thea Woodruff, Pam Bell
Activity 8.7 Deliver final electronic video sequences with graphics (for branding), scripts, and closed captions.	March 31, 2017	\$50,000	Video producer
Task 8 TTL		\$310,000	
Task 9 Website, Grades 4-5	May 12, 2016 - August 30, 2017		Pam Bell, Thea Woodruff, Kathleen Walker, UT Information Technology Services
Activity 9.1 Develop internal services agreement with specifications for website development	July 31, 2016	\$12,500	Pam Bell, Kathleen Walker, UT ITS
Activity 9.2 Work with ITS programmers during website construction	December 15, 2016	\$30,000	Kathleen Walker
Activity 9.3 Upload, tag, and publish resources in website	August 31, 2017	\$11,250	Kathleen Walker, Thea Woodruff
Activity 9.4 Upload, tag, and publish resources to Texas Gateways	August 31, 2017	\$11,265	Kathleen Walker
TOTAL GRADES 4-5		\$1,000,065	
TOTAL		\$1,732,847	

Schedule of Task Completion: Implementation

Title of Proposed Project:	Administration of Grades K-3 Literacy and Grades 4-5 Reading to Learn Academies
Contractor:	Meadows Center for the Prevention of Educational Risk at The University of Texas at Austin through LOA to the Institute for Public School Initiatives at The University of Texas at Austin
Begin Date:	April 28, 2016
End Date:	August 31, 2017

Task/Activity Numbers Grades K-1	Projected Completion Date	Projected Cost	Person(s) Responsible
Task 1 Master Trainer (MT) training Grades K-1	June 24, 2016		
Activity 1.1 Plan for MT training	June 24, 2016	\$1,170	Jennifer Schnakenberg/Daryl Michel/Karen Nelson/ Michelle Sims
Activity 1.2 Arrange Travel	June 24, 2016	\$1,066	Suzanne McIntyre/Natalya White/TBA Admin Assoc
Activity 1.3 Provide Facility	June 24, 2016	\$831	Emily Sadler/ Joy Whitney
Activity 1.4 Attend MT	June 24, 2016	\$8,280	TBD 12 FTAs
Activity 1.5 Pay Travel for Master Trainer, Training Year 1	August 31, 2016	\$16,729	Suzanne McIntyre /Joy Whitney/Natalya White/TBA Admin Assoc
Activity 1.6 Provide Materials	June 24, 2016	\$3,042	Dawn Filer/Danica Acharya
Activity 1.7 Provide CPEs to participants	August 31, 2016	\$341	Emily Sadler
Task 1 TTL		\$31,459	
Task 2 TOTs Grades K-1	June 30, 2016		
Activity 2.1 Plan for TOT training	June 30, 2016,	\$10,534	Jennifer Schnakenberg/Daryl Michel/Karen Nelson/ Michelle Sims
Activity 2.2 Arrange Travel	June 30, 2016	\$9,597	Suzanne McIntyre/Natalya White/TBA Admin Assoc
Activity 2.3 Provide Facility/Working lunch	June 30, 2016	\$92,721	Dawn Filer/Emily Sadler/Joy Whitney
Activity 2.4 Facilitate TOTs	June 30, 2016	\$33,120	TBD 12 FTAs
Activity 2.5 Pay Travel for K-1 TOT, Year 1	August 31, 2016	\$408,619	Suzanne McIntyre /Joy Whitney/Natalya White/TBA Admin Assoc
Activity 2.6 Provide Materials	June 30, 2016	\$72,290	Dawn Filer/Emily Sadler/Joy Whitney
Activity 2.7 Provide CPEs to participants	August 31, 2016	\$3,139	Emily Sadler
Task 2 TTL		\$630,020	
Task 3 Follow-up for grades K-1	August 31, 2016		
Activity 3.1 Internal Evaluation/final reporting for Grades K-1	August 31, 2016	\$17,977	Jennifer Schnakenberg/Daryl Michel/Karen Nelson/Michelle Sims/Dawn Filer
Task 3 TTL		\$17,977	
TOTAL GRADES K-1		\$679,456	

Schedule of Task Completion: Implementation

Task/Activity Numbers Grades 2-5	Projected Completion Date	Projected Cost	Person(s) Responsible
Task 4 Master Trainer training Grades 2-5	May 31, 2017		
Activity 4.1 Plan for MT training	May 31, 2017	\$2,681	Jennifer Schnakenberg/Daryl Michel/Karen Nelson/ Michelle Sims
Task/Activity Numbers Grades 2-5	Projected Completion Date	Projected Cost	Person(s) Responsible
Activity 4.2 Arrange Travel	May 31, 2017	\$1,991	Suzanne McIntyre
Activity 4.3 Provide Facility/Working lunch	May 31, 2017	\$1,369	Emily Sadler/Joy Whitney
Activity 4.4 Pay Travel for Master Trainer, Training Year 2 24 Master Trainers	August 31, 2017	\$75,370	Suzanne McIntyre/Joy Whitney
Activity 4.5 Provide Materials	May 31, 2017	\$6,787	Dawn Filer/Danica Acharya
Activity 4.6 Provide CPEs to participants	August 31, 2017	\$270	Emily Sadler
Task 4 TTL		\$88,468	
Task 5 Academy TOTs Grades 2-5	May 31, 2017		
Activity 5.1 Plan for TOT training	May 31, 2017	\$24,125	Jennifer Schnakenberg/Daryl Michel/Karen Nelson/ Michelle Sims
Activity 5.2 Arrange Travel	May 31, 2017	\$17,919	Suzanne McIntyre
Activity 5.3 Provide Facility/Working lunch	May 31, 2017	\$187,284	Dawn Filer/Emily Sadler/Joy Whitney/Danica Acharya
Activity 5.4 Pay Travel for Grades 2-5 TOT, Year 2 600 Trainers	August 31, 2017	\$841,164	Suzanne McIntyre/Joy Whitney
Activity 5.5 Provide Materials	May 31, 2017	\$146,120	Dawn Filer/Emily Sadler/Joy Whitney
Activity 5.6 Provide CPEs to participants	August 31, 2017	\$2,430	Emily Sadler
Task 5 TTL		\$1,219,042	
Task 6 Follow-up for grades 2-5	August 31, 2017		
Activity 6.1 Follow-up/Internal Evaluation/final reporting for Grades 2-5	August 31, 2017	\$15,460	Jennifer Schnakenberg/Daryl Michel/Karen Nelson/Michelle Sims/Dawn Filer
Task 6 TTL		\$15,460	
TOTAL GRADES 2-5		\$1,322,970	
TOTAL GRADES K-5		\$2,022,426	
Task 7 Distribution of teacher stipends			Overall management and supervision: Daryl Michel/TBD Project Manager/Michelle Sims
Activity 7.1 Distribute teacher stipends through ESCs, grades K-5	August 31, 2017	\$142,023	Emily Sadler, Natalya White, Joy Whitney, TBD Administrative Associate
Task 7 TTL		\$142,023	
GRAND TOTAL GRADES K-5		\$2,144,449	

Budget – Content Development

K-3 Literacy and Grades 4-5 Read to Learn Academies

4/27/16-8/31/17

Original-CONTENT DEV.

PERSONNEL 6100	Title	Year 1	Year 2	Total
Sharon Vaughn	Leadership Team Advisor	\$ 1,060	\$ 2,620	\$ 3,680
Pam Bell	PI	\$ 25,073	\$ 67,615	\$ 92,688
Thea Woodruff	Grade 4-5 Project Manager	\$ 25,000	\$ 63,750	\$ 88,750
Ellie Hanlon	New Content writer	\$ 3,740	\$ 5,547	\$ 9,287
Kathleen Walker	Website Coordinator	\$ 6,679	\$ 24,767	\$ 31,446
Matt Slater	Production Manager	\$ 6,655	\$ 18,279	\$ 24,934
Jacob Beyer	Administrative Associate	\$ 4,167	\$ 10,300	\$ 14,467
Carlos Trevino	Graphic Designer	\$ 7,891	\$ 21,673	\$ 29,563
Karen Chan	Graphic Designer	\$ 3,219	\$ 8,842	\$ 12,061
TBD	Sr. Desktop Support Specialist	\$ 804	\$ 1,987	\$ 2,791
TBD	Senior Field Trainer Analyst	\$ 5,000	\$ 5,000	\$ 10,000
TBD	Student Worker	\$ 5,000	\$ 12,000	\$ 17,000
TBD	Student Worker	\$ 5,000	\$ 12,000	\$ 17,000
Salaries		\$ 99,287	\$ 254,380	\$ 353,667
Fringes		\$ 22,321	\$ 57,595	\$ 79,916
TOTAL PERSONNEL 6100		\$121,608	\$311,975	\$433,583
CONTRACT SERVICES 6200				
Copyediting		\$ 16,000	\$ 26,000	\$ 42,000
Website Development		\$ 25,000	\$ 10,000	\$ 35,000
Video Production		\$ 20,000	\$ -	\$ 20,000
Video Production		\$ -	\$ 65,000	\$ 65,000
National Advisory Team		\$ 20,000	\$ 20,000	\$ 40,000
Existing Content Team		\$ 90,000	\$ 150,000	\$ 240,000
New Content Writing Team		\$ 80,000	\$ 180,000	\$ 260,000
Final Draft Team		\$ 75,000	\$ 180,000	\$ 255,000
Reviewers		\$ 60,000	\$ 97,664	\$ 157,664
Video Liaisons		\$ -	\$ 40,000	\$ 40,000
Graphics		\$ 41,600	\$ 49,000	\$ 90,600
TOTAL CONTRACT SERVICES 6200		\$ 427,600	\$ 817,664	\$1,245,264
MATERIALS & SUPPLIES 6300				
Production Materials		\$ 15,000	\$ 15,000	\$ 30,000
			\$ -	\$ -
Printing, copies, postage, shipping, training supplies		\$ 10,000	\$ 10,000	\$ 20,000
TOTAL MATERIALS & SUPPLIES 6300		\$ 25,000	\$ 25,000	\$ 50,000
TRAVEL 6400				
Travel			\$ 4,000	\$ 4,000
TOTAL TRAVEL 6400		\$ -	\$ 4,000	\$ 4,000
TOTAL DIRECT COSTS		\$ 574,208	\$1,158,639	\$1,732,847
MODIFIED DIRECT COSTS		\$ 574,208	\$1,118,639	\$1,692,847
TOTAL INDIRECT COSTS (15%)		\$ 86,132	\$ 167,796	\$ 253,928
TOTAL MCPER BUDGET		\$ 660,340	\$1,326,435	\$1,986,775

Budget

K-5 Literacy Academies

Original

4/27/16-8/31/17

PERSONNEL 6100	Title	Year 1	Year 2	Total
Daryl Michel	PI	\$ 3,471	\$ 5,367	\$8,838
Karen Nelson	ED/Co-PI	\$ 2,768	\$ 4,279	\$7,047
Michelle Sims	Administrative Manager	\$ 8,199	\$ 9,515	\$17,714
Joy Whitney	Grants and Contracts Mngr	\$ 6,710	\$ 5,184	\$11,894
Dawn Filer	Senior Program Coordinator	\$ 5,727	\$ 8,863	\$14,590
Emily Sadler	Project Specialist	\$ 4,853	\$ 7,515	\$12,368
Danica Acharya	Project Specialist	\$ 3,001	\$ 9,291	\$12,292
Natalya White	Project Specialist	\$ 3,170	\$ -	\$3,170
Suzanne McIntyre	Administrative Associate	\$ 7,462	\$ 18,463	\$25,925
TBD	Administrative Associate	\$ 4,200	\$ -	\$4,200
Jennifer Schnakenberg	PI	\$ 1,844	\$ 5,703	\$7,547
TBD	Sr. Field Trainer/Analysts (12)	\$ 28,800	\$ -	\$28,800
Salaries		\$ 80,205	\$ 74,180	\$154,385
Fringes		\$ 20,051	\$ 18,545	\$38,596
TOTAL PERSONNEL 6100		\$ 100,256	\$ 92,725	\$192,981
CONTRACT SERVICES 6200				
Meeting Space		\$ 67,920	\$ 135,840	\$203,760
Registration Vendor		\$ 7,000	\$ 14,000	\$21,000
Contract presenters			\$ 76,800	\$76,800
TOTAL CONTRACT SERVICES 6200		\$ 74,920	\$ 226,640	\$ 301,560
MATERIALS & SUPPLIES 6300				
Training Materials (participant) TOT		\$ 32,000	\$ 64,000	\$96,000
Training materials (presenter)		\$ 24,000	\$ 48,000	\$72,000
Printing, copies, postage, shipping, training supplies		\$ 3,000	\$ 6,000	\$9,000
Technology Fees		\$ 254	\$ 245	\$499
TOTAL MATERIALS & SUPPLIES 6300		\$ 59,254	\$ 118,245	\$177,499
TRAVEL 6400				
Travel		\$ 356,400	\$ 712,800	\$1,069,200
TOTAL TRAVEL 6400		\$ 356,400	\$ 712,800	\$1,069,200
TOTAL DIRECT COSTS		\$ 590,830	\$ 1,150,410	\$ 1,741,240
TOTAL INDIRECT COSTS (15%)		\$ 88,624	\$ 172,562	\$ 261,186
TOTAL IPSI BUDGET		\$ 679,454	\$ 1,322,972	\$ 2,002,426

CONTRACT TERMS AND CONDITIONS

A. Definitions as used in these Contract Terms and Conditions:

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

- B. Contingency:** The Contract, 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:

Acts or Omissions

Contractor shall indemnify and hold harmless the State of Texas and the Texas Education Agency, and/or their officers, agents, employees, representatives, Contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of the Contractor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. The defense shall be coordinated by Contractor with the Office of the Attorney General when Texas state agencies are named defendants in any lawsuit and Contractor may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General. Contractor and TEA agree to furnish timely written notice to each other of any such claim.

CONTRACT TERMS AND CONDITIONS

Infringements

- 1) Contractor shall indemnify and hold harmless the State of Texas and the Texas Education Agency, and/or their employees, agents, representatives, Contractors, assignees, and/or designees from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the performances or actions of Contractor pursuant to this Contract. Contractor and TEA agree to furnish timely written notice to each other of any such claim. Contractor shall be liable to pay all costs of defense including attorneys' fees. The defense shall be coordinated by Contractor with the Office of the Attorney General when Texas state agencies are named defendants in any lawsuit and Contractor may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General.
- 2) Contractor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Contractor's written approval, (iii) any modifications made to the product by the Contractor pursuant to TEA's specific instructions, (iv) any intellectual property right owned by or licensed to TEA, or (v) any use of the product or service by TEA that is not in conformity with the terms of any applicable license agreement.
- 3) If Contractor becomes aware of an actual or potential claim, or TEA provides Contractor with notice of an actual or potential claim, Contractor may (or in the case of an injunction against TEA, shall), at Contractor's sole option and expense; (i) procure for the TEA the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that TEA's use is non-infringing.

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

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

For local educational agencies (LEAs), regional education service centers (ESCs), 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.

- D. Subcontracting and Substitutions:** 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. TEA reserves the right to request changes in personnel assigned to the project. The TEA Project Manager must pre-approve any changes in key personnel throughout the contract term. Any changes to the HUB Subcontracting Plan (HSP) must be approved by TEA HUB Coordinator before staffing changes are initiated. Substitutions are not permitted without written approval of TEA Project Manager. The awarded Contractor will be responsible for maintaining business records documenting compliance with HUB Program requirements. Contractor shall submit a Progress Assessment Report (PAR) monthly documenting all subcontractor payments made in the preceding month. Submission of the PAR is a condition for payment. The selected Contractor shall also report all 2nd and 3rd Tier subcontracting in the monthly PAR. PAR's are due no later than the 10th day of the following month. The PAR is required to be submitted monthly, even if no activity occurred for the month. Reports shall be submitted electronically to the HUBOffice@tea.texas.gov
- 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.

CONTRACT TERMS AND CONDITIONS

- F. Contractor's Proposal:** Contractor's proposal that was furnished to TEA in response to the competitive solicitation (Request for Proposal) is incorporated in this contract by reference. The provisions of this contract shall prevail, however, in all cases of conflict arising from the terms of Contractor's proposal whether such proposal is a written part of this contract or is attached as a separate document.
- G. Requirements, Terms, Conditions, and Assurances:** The terms, conditions, and assurances, which are stated in the competitive solicitation (Request for Proposal, in response to which Contractor submitted a proposal, are incorporated herein by reference for all purposes, although the current Terms and Conditions shall prevail in the event of conflict.
- H. Records Retention and the Right to Audit:** Contractor shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Contractor in connection with the Contract Project. These records and accounts shall be retained by Contractor and made available for programmatic or financial audit by TEA and by others authorized by law or regulation to make such an audit for a period of not less than seven (7) years from the date of completion of the Contract Project or the date of the receipt by TEA of Contractor's final claim for payment or final expenditure report in connection with this Contract, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed.

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

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

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

Contractor warrants that (i) it has the authority to grant the rights herein granted, (ii) it has not assigned or transferred any right, title, or interest to the Works or Intellectual Property Rights that would conflict with its obligations under the Contract, and Contractor will not enter into any such agreements, and (iii) the Works will be original and will not infringe any intellectual property rights of any other person or entity. These warranties will survive the termination of the Contract. If any preexisting rights are embodied in the Works, Contractor grants to TEA the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (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.

CONTRACT TERMS AND CONDITIONS

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

Time is of the Essence.

Contractor's timely performance is essential to this Contract.

Suspension

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

Sanctions

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

K. Information Security Requirements; Proprietary; FERPA; Confidential Information:

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

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

- (1) Date and time of sanitization/destruction
- (2) Description of the item(s) and serial number(s) if applicable
- (3) Inventory number(s)
- (4) Procedures and tools used for sanitization/destruction

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

FERPA

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

CONTRACT TERMS AND CONDITIONS

Access to Internal TEA Network and Systems

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

Disclosure of Security Breach

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

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

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

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

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

- L. Refunds Due to TEA:** If TEA determines that TEA is due a refund of money paid to Contractor pursuant to this Contract, Contractor shall pay the money due to TEA within thirty (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 thirty (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.

CONTRACT TERMS AND CONDITIONS

- O. State of Texas Laws:** In the conduct of the Contract Project, Contractor shall be subject to laws or rules of the State of Texas pertaining to and or 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. Point of Contact and Escalation:** 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. Within thirty (30) days of execution of a contract, the respective Parties will designate the next level of personnel within each organization to address conflicts or ambiguity that cannot be resolved at the Project Manager level.

TEA

Chelaine Marion
Director, Foundation Education, Curriculum Division
Texas Education Agency
William B. Travis Building
1701 N. Congress Avenue
Austin, Texas 78701
Email: Chelaine.Marion@tea.texas.gov

CONTRACTOR

Pam Bell, Professor
The University of Texas at Austin
Office of Sponsored Projects
101 E. 27th Street
NOA Bldg., Suite 5.300
Austin, Texas 78712-1532
Email: Pam.Bell@austin.utexas.edu

- Q. Federal Rules, Laws, and Regulations That Apply to all Federal Programs:** Contractor shall be subject to and shall abide by all federal laws, rules, and regulations, pertaining to the Contract Project, including, but not limited to:
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 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
 9. General Education Provisions Act, as amended
- R. Forms, Assurances, and Reports:** Contractor shall timely make and file with the proper authorities all forms, assurances and reports required by federal laws and regulations. TEA shall be responsible for reporting to the proper authorities any failure by Contractor to comply with the foregoing laws and regulations coming to TEA's attention, and may deny payment or recover payments made by TEA to Contractor in the event of Contractor's failure so to comply. Contractor who is indebted or owes delinquent taxes to the state will have any payments under the Contract applied toward the debt or delinquent taxes owed the state until the account is paid in full, regardless of when the debt or delinquency was incurred. This provision does not apply if the warrant or transfer results in payments being made in whole or in part with money paid to the state by the Federal Government. Pursuant to 34 TAC 201.14-18 and TGC 2161, Contractors shall maintain business records documenting compliance with the HUB subcontracting plan (HSP) and shall submit a compliance report to the contracting agency monthly, in the format required by the TEA. The compliance report submission shall be required as a condition for payment. If the Contractor subcontracts any part of the contract in a manner that is not consistent with its HSP, the selected respondent must submit a revised HUB subcontracting plan before subcontracting any of the work under the Contract. If Contractor subcontracts any of the work without prior authorization and without complying with this section, the Contractor is deemed to have breached the Contract and is subject to any remedial actions provided by Government Code, Chapter 2161, and other applicable state law.
- S. Signature Authority; Final Expression; Superseding Document:** Contractor certifies that the person signing this Contract has been properly delegated this authority. The Contract represents the final and complete expression of the terms of agreement between the parties. The Contract supersedes any previous understandings or negotiations between the parties. Any representations, oral statements, promises or warranties that differ from the Contract shall have no force or effect. The Contract may be modified, amended or extended only by formal written amendment properly executed by both TEA and Contractor.

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- T. Antitrust:** By signing this Contract, Contractor, represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation or institution has (1) violated the antitrust laws of the State of Texas under 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.
- U. 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.
- V. Dispute Resolution:** The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by TEA and Contractor to attempt to resolve all disputes arising under this Contract. The parties may agree to mediation of their dispute at any time. However, if all issues in dispute are not completely resolved through direct negotiations between the parties within 180 days after 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.
- W. Interpretation:** In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, Appendices, Terms and Conditions, Special Provisions, Exhibits, and Attachments or other documents, the TEA Contract and its Terms and Conditions, Appendices and Special Provisions shall take precedence over all other documents which are a part of this Contract.
- X. Education Service Center:** No funds transferred to Regional Education Service Centers or to school districts may be used to hire a registered lobbyist.
- Y. 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.
- Z. Public Information:** TEA is subject to the provisions of the Texas Public Information Act. If a request for disclosure of this contract or any information related to the goods or services provided under the contract or information provided to TEA under this Contract constituting a record under the Act is received by TEA, the information must qualify for an exception provided by the Act in order to be withheld from public disclosure. Contractor authorizes TEA to submit any information contained in the contract, provided under the contract, or otherwise requested to be disclosed, including information Contractor has labeled as confidential proprietary information, to the Office of the Attorney General for a determination as to whether any such information may be exempt from public disclosure under the Act. If TEA does not have a good faith belief that information may be subject to an exception to disclosure, TEA is not obligating itself by this contract to submit the information to the Attorney General. It shall be the responsibility of Contractor to make any legal argument to the Attorney General or appropriate court of law regarding the exception of the information in question from disclosure. Contractor waives any claim against and releases from liability TEA, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this contract or otherwise created, assembled, maintained, or held by Contractor and determined by the Attorney General or a court of law to be subject to disclosure under the Act.
- Under Section 2252.907 of the Texas Government Code, a contract between a state governmental entity and a non-governmental contractor involving the exchange or creation of public information, as defined by the Texas Government Code Section 552.002, must require the non-governmental contractor to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. TEA Project Manager will provide the specific format by which Contractor is required to make the information accessible by the public.
- AA. Gratuities:** By signing this Contract, Contractor represents and warrants that the Contractor has not given, offer 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.

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- BB. 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.
- CC. Protests:** Any actual or prospective Bidder, Respondent, 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 TEA's contracting process. The Agency will not be required to consider the merits of any protest unless the written protest is submitted within ten (10) working days after such aggrieved person knows, or reasonably should have known, of the occurrence of the action which is protested. The protest document must meet with all requirements in applicable law and Agency's rules (Title 19 of the Texas Administrative Code, at § 30.2002) <http://ritter.tea.state.tx.us/rules/tac/index.html>.
- 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.
- DD. 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.
- EE. 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.
- FF. 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, contractor warrants that goods and services are suitable for and will perform in accordance with the purposes for which they are intended.
- GG. 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.
- HH. 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.
- II. Assignment of Contract:** This Contract may not be assigned, sold, or transferred without the express written consent of the TEA Purchasing, Contracts, and Agency Services (PCAS) Division. An attempted assignment after Contract award without the TEA approval will constitute a material breach of Contract.
- JJ. 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.
- KK. Excluded Parties List System:** The Texas Education Agency and the Contractor must adhere to the directions provided in the President's Executive Order (EO) 13224, Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, which may be viewed at <http://www.whitehouse.gov/briefing-room/presidential-actions/executive-orders>. That Executive Order prohibits any transaction or dealing by United States persons, including but not limited to the making or receiving of any contribution of funds, goods, or services to or for the benefit of those persons listed in the General Services Administration's Excluded Parties List System (EPLS) which may be viewed on the System for Award Management (SAM) site at <http://www.sam.gov>.

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

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

Section 508 of the US Rehabilitation Act of 1973 has been revised and adopted. Therefore, all current and potential Contractors are hereby notified of the requirement. The current technical requirements for accessibility contained within this regulation form the basis for our Texas TAC rules on EIR Accessibility.

This refresh of 508 uses the WCAG 2.0 AA Accessibility Guidelines (also ISO/IEC standard 40500) as the new technical standard that Federal agencies are now required to meet when procuring products and services. With the adoption of 508 requirements being adopted, DIR will be modifying the TAC rules to synchronize with it. Given this coming change, all Texas agencies and institutions of higher education have begun using or specifying WCAG 2.0 AA guidelines for the design of new websites or web applications. The rationale is twofold:

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

Web development Contractors should already be familiar with designing to this standard, and their ability to meet these standards should be a strong consideration in the selection process. The free online resources listed below are available to assist developers and content producers in transitioning to these guidelines.

[WCAG 2.0 at a glance](#)

[IBM Developer Guidelines Web Checklist](#)

[Webaim.org Accessibility Checklist](#)

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

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

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

OO. Social Security Numbers Withheld: TEA will not provide Social Security Numbers (SSNs) to any Contractor under this Contract unless specifically specified as part of the project requirements. TEA, its Contractors and their subcontractors, will not require or request school districts to provide SSNs under this Contract. Contractor agrees that in executing tasks on behalf of 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 to TEA within thirty (30) days of project completion. An authorized officer of the company must certify that ALL records have either been properly destroyed or returned to the Agency in order to close out the Contract.

PP. Nondisclosure; Press Releases: All information gathered, produced, derived, obtained, analyzed, controlled or accessed by Contractor in connection with a contract resulting from a solicitation ("Confidential Information") shall be and remain Confidential Information and shall not be released or disclosed by Contractor without the prior written consent of the TEA, which consent must specifically identify the Confidential Information to be disclosed by Contractor and the nature of the disclosure for which consent is sought. Contractor, its employees and subcontractors, agree that in executing tasks on behalf of the TEA, 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.

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Contractor will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of TEA.

QQ. 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.

RR. Contractor Performance: All state agencies must report unsatisfactory Contractor performance on purchases over \$25,000. Contractors who are in default or otherwise not in good standing under any other current or prior contract with TEA at the time of selection will not be eligible for award of this contract. A Contractor's past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of §§2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Gov't Code. Contractor's may fail this selection criterion for any of the following conditions: A score of less than 90% in the Contractor Performance System, currently under a Corrective Action Plan, having repeated negative Contractor performance reports for the same reason, having purchase orders that have been cancelled in the previous 12 months for non-performance (i.e. late delivery, etc.). TEA may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Contractor Performance Tracking System (as authorized by 34 Texas Administrative Code §20.108), TEA may examine other sources of Contractor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Any such investigations shall be at the sole discretion of TEA, and any negative findings, as determined by TEA, may result in non-award to the Contractor.

Agencies report satisfactory and exceptional Contractor performance to assist in determining best value. In accordance with Texas Government Code, §2155.074 and §2155.75, Contractor performance may be used as a factor in future contract awards. Contractor performance information is located on the CPA website at http://www.cpa.state.tx.us/procurement/prog/vendor_performance/

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

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

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

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

3. **Termination Due to Changes in Law:** If federal or state laws or regulations or other federal or state requirements are amended or judicially interpreted so that either Party cannot reasonably fulfill this Contract and if the Parties cannot agree to an amendment that would enable substantial continuation of the Contract, the Parties shall be discharged from any further obligations under this Contract.
4. **Rights upon Termination or Expiration of Contract:** In the event that the Contract is terminated for any reason, or upon its expiration, TEA shall retain ownership of all associated work products and documentation obtained from the Contractor under the Contract.
5. **Survival of Terms:** Termination of the Contract for any reason shall not release the Contractor from any liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, and invoice and fees verification.

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6. **Contract Transition:** In the event a subsequent competitive solicitation is awarded to a New Contractor, the Outgoing Contractor shall hand-over to the New Contractor all "Works" including but not limited to the following: data, materials, database access, intellectual property, source code, training materials, access to websites, asset transfer, and maintenance of service commitments. The purpose of transition planning is to ensure a seamless and continuous service when changing from one contract to another. The Outgoing Contractor will begin shipping, transmitting or providing access to all appropriate materials and data to the New Contractor within 10 days of announcement of award at the New Contractor's expense for data processing and production, packing and shipping. The Outgoing Contractor will be responsible for providing the services identified in the Contract until all records have been completely transferred to the New Contractor. The Outgoing Contractor is responsible for performing due diligence to ensure that all the transition activities are identified and completed during the Contract Transition. The Outgoing Contractor shall submit to TEA requested reports and data. TEA will not release the final invoice until all materials are returned to TEA or their designee. The TEA Project Manager shall approve the Transition Plan prior to its implementation. The Transition Plan must minimize the impacts on continuity of operations and maintain communication with the TEA Project Manager and the New Contractor.

TT. Amendments: All Amendments to this Contract will be in a manner as prescribed by the Agency Contracting Process and are, subject to Paragraph B of the Terms and Conditions and will be made on *Amendment to Texas Education Agency Standard Contract* form. All Amendments will be initiated by the TEA Contracts staff. An Amendment to this Contract will become effective on the date of TEA signature or the effective date shown on the Amendment document whichever is first.

If the initial major contract (defined as expected value of \$10M or more) solicitation document submitted to the CPA Contract Advisory Team (CAT) changes substantially, agencies are required to resubmit their solicitation documents(s) for CAT review. Changes in the major contract solicitation are considered substantial when: 1) the solicitation change caused the estimated value for the original term of the contract, not including renewal periods, to increase by 25% or more; 2) or there are significant revisions, deletions and/or additions to the specifications, statement of work (SOW), set(s) of deliverables, performance measures, payment methodology, etc.

1. The Contractor is permitted to re-budget among direct cost categories within the approved budget to meet unanticipated requirements and to make limited changes to the approved budget without the issuance of a written Amendment as long as the total budget amount does not change. However, a revised budget document must be preapproved by the TEA Project Manager before the making the changes. Once approved, the documents must be submitted to the Contracts office for incorporation into the Contract file. Failure to submit the budget documents will result in invoices being rejected or payment delayed.
2. Written Amendments are required for the following Contract changes:
 - a. Any revision which would result in the need for additional funding
 - b. Any revision to the scope of work, deliverables, or objectives of the Contract (regardless of whether there is an associated budget revision requiring prior approval) additionally increases of 25% or more for Major Contracts must be approved by the Comptroller
 - c. A request to extend the period of the Contract
 - d. Cumulative transfers among direct cost categories which exceed or are expected to exceed 25 percent of the current total approved budget category
 - e. Any reduction of funds or reduction in the scope of work
 - f. Whenever a line item within a class/object code is added
 - g. An increase in the quantity of capital outlay item(s) requested
 - h. An increase or decrease in the number of positions charged to Contract

All Amendments must be signed by both parties.

UU. Payment: Payment for goods or services purchased with appropriated funds will be issued by electronic Direct Deposit from the State Treasury. Direct Deposit is the preferred method of payment. Any payment owed by an Agency must be transmitted electronically to the Contractor no later than 30 days after the later of:

- (1) Day on which the Agency received the goods
- (2) Date the performance of the service under the contract is completed
- (3) Day on which the Agency received the complete and correct invoice for goods or services

Invoices must be submitted to TEAAccountsPayable@tea.texas.gov, the TEA Project Manager and when applicable the designated Contract Manager. Additional information and a Direct Deposit Authorization application may be found at: <https://fm.xcpa.state.tx.us/fm/payment/index.php>.

- A. Payment for service(s) described in this Contract is contingent upon satisfactory completion of the Deliverables and Services Review and Acceptance Process. The Contractor must submit final deliverables to TEA for review and approval prior to invoicing. These include test items developed under

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the contract. "Final" deliverable means a deliverable that, in the belief and testimony of the Contractor, is in final completed form and in compliance with all required specifications as defined by project documentation and this contract. TEA will review each deliverable, including test items, submitted by the Contractor for quality and alignment to the deliverable definition agreed to under the "Deliverables and Services Definition Process". TEA will have fifteen (15) working days to approve a deliverable or request revisions to the deliverable. TEA must review and approve any deliverable before it may be invoiced by the Contractor. If TEA finds a submitted deliverable to be substandard or not in compliance with the deliverable definition agreed to under the "Deliverables and Services Definition Process", the Contractor will have ten (10) working days to address the quality or other compliance requirement and resubmit the deliverable. Additional costs incurred by the Contractor that result from repeated submissions and revising of substandard deliverables will be borne solely by the Contractor and not charged against the contract or to TEA. This process will apply to all deliverables and requirements of the Contract, including test items developed. This does not preclude an arrangement that allows the Contractor to bill against a deliverable as progress is made toward completing that deliverable, so long as documentation of such progress in a form and nature satisfactory to TEA is provided and is approved by TEA. It is up to the Contractor to request incremental billing based on progress towards a deliverable, and such a request must be approved by TEA prior to submission of any invoice by the Contractor. TEA reserves the right to reject and not provide payment for deliverables found to be substandard or not in compliance with the deliverable definition agreed to under the "Deliverables and Services Definition Process", including test items developed under the Contract. The Contractor is strongly encouraged to collaborate with TEA on draft versions of any deliverables or services and request review(s) of such draft versions before submitting a final version.

- B. Retainage: TEA may withhold 5% or less of each payment as retainage for certain projects. Retainage fees shall be documented in the Contract and may not be arbitrarily imposed after execution of the Contract. The release of retainage may be requested in the final invoice.
- C. 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.
- D. 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.
- E. 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 https://fmxcpa.state.tx.us/fm/pubs/purchase/restricted/index.php?section=indebted&page=persons_indebted

- VV. **Prohibition of text messaging and emailing while driving during official federal grant business:** Contractors and their staff, subcontractors, consultants etc. are prohibited from texting messaging while driving a government owned vehicle or while driving their own privately owned vehicle during official 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.
- WW. **Insurance:** Contractor represents and warrants that it will, within five (5) business days of being requested by the TEA, provide TEA with current certificates of insurance or other proof acceptable to TEA of the following insurance coverage:
Workers Compensation & Employers Liability: Contractor must maintain Workers' Compensation insurance coverage in accordance with statutory limits.

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

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

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

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

- XX. Force Majeure:** Neither Contractor nor Texas Education Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in any Contract resulting from this RFP caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.
- YY. Drug Free Workplace Policy:** The Contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place requirements under the Code of Federal Regulations incorporated by reference and the Contractor shall comply with the relevant provisions thereof, including any amendments or revisions that may hereafter be issued.
- ZZ. 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 Contractor. 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.

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://texreg.sos.state.tx.us/public/readtac\\$ext.viewtac](http://texreg.sos.state.tx.us/public/readtac$ext.viewtac)

Special Provisions – A

Program Specific

- A. If there is a conflict or ambiguity between or among the terms of the documents that constitute this Contract, and if the conflict or ambiguity cannot be resolved by construing the terms so as to harmonize all their terms, then the conflict or ambiguity shall be resolved with the following Contract documents prevailing in the order of priority:
- (1) Special Provisions – A, Program Specific Provisions
 - (2) Contract Terms and Conditions of the Standard Contract
 - (3) The Standard Contract, inclusive of all appendices
 - (4) Amended and Restated Memorandum of Understanding between the Texas Education Agency and The University of Texas System dated August 30, 2006
- B. The Contract Terms and Conditions, Section I "Intellectual Property Ownership" is hereby deleted in its entirety and replaced with the following new provision relating to intellectual property:
- "The Amended and Restated Memorandum of Understanding between the Texas Education Agency and The University of Texas System dated August 30, 2006 (MOU) governs the creation of intellectual property under this Contract. Specifically, any work created hereunder shall be considered a "joint work" under United States copyright law and shall be jointly owned by TEA and UTS as described in the MOU (see Exhibit A for a copy of the MOU)."
- C. The Contract Terms and Conditions, Section PP "Nondisclosure; Press Release", is hereby deleted in its entirety and replaced with the following language:
- "All information gathered, produced, derived, obtained, analyzed, controlled or accessed by Contractor in connection with a contract resulting from a solicitation, which is deemed confidential by law ("Confidential Information"), shall be and remain Confidential Information and shall not be released or disclosed by Contractor without prior written consent of the TEA, which consent must specifically identify the Confidential Information to be disclosed by Contractor and the nature for the disclosure for which consent is sought. Contractor, its employees and subcontractors, agree that in executing tasks on behalf of the TEA. 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, except when defined as part of the Work under this contract.
- Contractor will not make not make any press releases, public statements, or advertisements referring to the Project or the engagement of Contractor in connection with the Project, or release any information relative to the Project for the purpose of public media without the prior written consent of the TEA. Notwithstanding the foregoing, nothing shall restrict Contractor from disclosing the existence of this contract and the scope of the Project in general terms in accordance with Contractor's reporting and tracking practices as a state agency, or as required by any operation of law."
- D. The Contract Terms and Conditions, Section WW "Insurance", is hereby deleted in its entirety and replaced with the following insurance language:
- "As an agency of the State of Texas, The University of Texas at Austin hereby agrees to maintain the highest levels of insurance as required by applicable law. The University is self-insured with respect to Worker's Compensation Insurance (Texas Labor Code title 5, Chapter 503, Workers' Compensation Insurance for Employees of The University of Texas System). Under the law of the State of Texas The University is unable to obtain Employer's Liability, Comprehensive General or Public Liability, and Comprehensive Automobile Insurance. In lieu of this, the Texas Tort Claims Act provides for remedies against the State for legal proceedings for claimants for personal injuries or death (Texas Civil Code Title 5, Chapter 101, Governmental Liability)."

Special Provisions – D
Historically Underutilized Business Subcontracting Plan (HSP)

- A. Contractor's HSP is attached and incorporated herein.
- B. Any changes to the HUB Subcontracting Plan (HSP) must be approved by the TEA HUB Coordinator before changes are initiated.
- C. Contractor must submit a Prime Contractor Progress Assessment Report (PAR) monthly documenting all subcontractor payments made in the preceding month. Submission of the PAR is a condition for payment.
- D. Contractor shall also report all 2nd and 3rd Tier subcontracting in the monthly PAR. PAR's are due no later than the 10th day of the following month.
- E. The PAR is required to be submitted monthly, even if no activity occurred for the month. Reports shall be submitted electronically to the HUBOffice@tea.texas.gov



Rev. 08/15

HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
- ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
 - ☐ Section 2 c. - Yes
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
- ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - ☐ Section 2 c. - No
 - ☐ Section 2 d. - Yes
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
- ☒ Section 1 - Respondent and Requisition Information
 - ☒ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☒ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - ☒ Section 2 c. - No
 - ☒ Section 2 d. - No
 - ☒ Section 4 - Affirmation
 - ☒ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment, complete:
- ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
 - ☐ Section 3 - Self Performing Justification
 - ☐ Section 4 - Affirmation

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

Enter your company's name here: The University of Texas at AustinRequisition #: 701-16-036**SECTION 2 RESPONDENT'S SUBCONTRACTING INTENTIONS**

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

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

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

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

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a continuous contract* in place for more than five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1	Videography	0.100 %	%	%
2	Graphic Design	0.200 %	%	%
3	Education Consultants	25.00 %	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

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

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

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

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

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

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

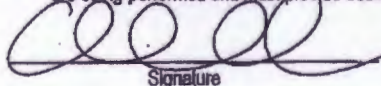
Enter your company's name here: The University of Texas at AustinRequisition #: 701-16-036**SECTION-3 SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

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

SECTION-4: AFFIRMATION

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

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


Elena V. Mota, CRAAssistant Director

Signature

Printed Name

Title

Date

Reminder:

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

Arthur A. McDonald HUB/SB Director 3/15/16

HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: The University of Texas at Austin

Requisition #: 701-16-036

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

SECTION B-1: SUBCONTRACTING OPPORTUNITY

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

Item Number: 1 Description: Videography Services

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

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

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

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

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

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

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

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

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
VAN LOAN PRODUCTIONS LLC	1455472818900	03/14/2016	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
EDGEN FILMS LLC	1271823253800	03/14/2016	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
LEARN ABOUT MEDIA INC	17429707759000	03/14/2016	<input type="checkbox"/> - Yes <input type="checkbox"/> - No

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

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Asian Contractor Association	03/14/2016	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
Golden Triangle Minority Business Council	03/14/2016	<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B)

Rev. 02/15

Enter your company's name here: The University of Texas at Austin

Requisition #: 701-16-036

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

SECTION B-1: SUBCONTRACTING OPPORTUNITY

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

Item Number: 3 Description: Education Consultant Services

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

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

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

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

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

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

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

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

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
EXCELLERATE PERFORMANCE ADVISORS	17806165342000	03/14/2016	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
GET2TEN CONSULTING, INC.	14657084902000	03/14/2016	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
AUSTIN TEXAS MEDIATORS LLC	14713699711000	03/14/2016	<input type="checkbox"/> - Yes <input type="checkbox"/> - No

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

- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Regional Hispanic Contractors Association (RHCA)	03/14/2016	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
South Central Texas Regional Certification Agency	03/14/2016	<input type="checkbox"/> - Yes <input type="checkbox"/> - No



HUB Subcontracting Opportunity Notification Form

Form 08/15

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Women, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION A: PRIME CONTRACTOR'S INFORMATION

Company Name: The University of Texas at Austin State of Texas VID #: _____
Point-of-Contact: Barbara Reyes Phone #: 512-471-6289
E-mail Address: barbarareyes@austin.utexas.edu Fax #: _____

SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: Texas Education Agency Phone #: (512)463-9041
Point-of-Contact: Debra Rosas Bid Open Date: 03/17/2016
Requisition #: 701-16-036 (month/year)

SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than 5:00 PM on 3/23/16

Central Time

Date (month/year)

In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

A video team will visit selected Texas schools (recommended by ESC literacy specialists) to obtain demonstrations of teachers implementing featured practices.

3. Required Qualifications:

☒ - Not Applicable

4. Bonding/Insurance Requirements:

☒ - Not Applicable

5. Location to review plans/specifications:

☒ - Not Applicable



Rev. 08/15

HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION A: PRIME CONTRACTOR'S INFORMATION

Company Name: The University of Texas at Austin

State of Texas VID #: _____

Point-of-Contact: Barbara Reyes

Phone #: 512-471-6289

E-mail Address: barbarareyes@austin.utexas.edu

Fax #: _____

SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: Texas Education Agency

Point-of-Contact: Debra Rosas

Phone #: (512)463-9041

Requisition #: 701-16-036

Bid Open Date: 03/17/2016

(mm/dd/yyyy)

SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than 5:00 PM on 3/23/16.

Central Time

Date (mm/dd/yyyy)

In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

Providing literacy content support related to the TEKS for Kindergarten through grade 5, professional development to teachers, and follow-up support for professional development.

3. Required Qualifications:

☐ - Not Applicable

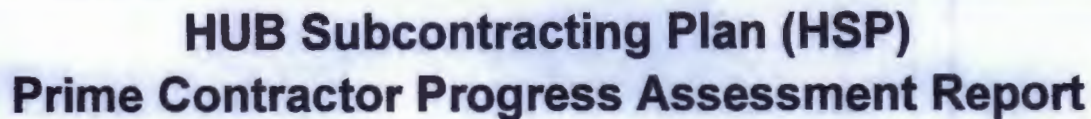
1. Experience must at least five years of experience in reading instruction.
2. Experience in the English language arts and reading TEKS, specifically in Kindergarten-grade 5.
3. Experience with the original TEKS.
4. Knowledge developmentally appropriate strategies for students in kindergarten-grade 5.
5. At least five years of experience in differentiating instruction for various student populations, including students with disabilities, students with dyslexia and related disorders, English language learners, and gifted students.
6. At least five years of experience in the development of professional development training or instructional materials.
7. Skill in the use of appropriate technology.

4. Bonding/Insurance Requirements:

☒ - Not Applicable

5. Location to review plans/specifications:

☒ - Not Applicable



This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.

Reporting (Month) Period: _____ Total Amount Paid this Reporting Period to Contractor: \$ _____

*Note: Texas certified HUB status can be verified on-line at: <https://mycpa.cpa.state.tx.us/tpasscmbisearch/index.jsp>

Signature: _____ Title: _____ Date: _____

Exhibit A

Amended and Restated Memorandum of Understanding between the Texas Education Agency and The University of Texas System dated August 30, 2006, Exhibit

**AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING**
Between THE TEXAS EDUCATION AGENCY ("TEA") and THE UNIVERSITY
OF TEXAS SYSTEM ("UTS") Regarding Copyrights in Works Created
by UTS Component Institutions with TEA Funding

PURPOSE:

The purpose of the Memorandum of Understanding (MOU) is to establish the respective responsibilities and roles of each participating agency with respect to ownership and use of copyrights in works created with funding through TEA.

BACKGROUND:

The parties have previously entered into one or more agreements detailing how copyrights in materials created by a UTS component institution with funding through TEA would be owned and managed. They now desire to consolidate and amend the terms of their earlier agreements. This document describes their consolidated and amended agreement, and hereby terminates the earlier agreements, superseding the earlier terms.

PARTICIPATING AGENCIES:

UTS and TEA are the participants in this MOU regarding copyright.

BINDING:

All aspects of this agreement regarding copyrights are binding upon TEA, UTS and UTS's component institutions.

AREAS OF AGREEMENT IDENTIFIED IN DETAIL BELOW:

- Ownership of existing copyrights
 - Copyright of new course content
 - Distribution and pricing
 - Licensing
 - Dispute resolution
 - Royalties
 - Revisions
 - Enforcement
 - Audit rights; records; reports
-
- FURTHER DETAILS REGARDING THE ABOVE AREAS OF AGREEMENT:

- **Ownership of Existing Copyrights**

UTS or its component institutions shall maintain exclusive ownership of their pre-existing content, including but not limited to the materials described in any funding agreement or amendment thereto executed by a component institution and TEA.

- **Copyright and Use of New Course Content, Materials, and Products**

All course content, materials and products created by a UTS component, its employees, agents, consultants or subcontractors arising out of a contract project as may be specifically described in any funding agreement or amendment thereto executed by a UTS component institution and TEA shall be the joint property of UTS or its component and TEA, and any use thereof must be licensed as set forth herein. Unless otherwise provided, UTS shall be responsible for all administrative responsibilities associated with the activities set forth herein. UTS shall be responsible for filing all copyright and trademark, etc. registrations for materials jointly owned by the parties.

- **Faculty and Graduate Student Research Results**

In accordance with UTS's mission to publish the results of its research and its Intellectual Property Policy, which allocates ownership of publications containing research results to their authors, the faculty and students who conduct research pursuant to this agreement shall own and be free to publish the results.

- **Commercial Activity Not Expected**

UTS and TEA do not anticipate any use for the deliverables hereunder outside the work-scope. The parties agree, however, that they shall jointly own the copyright therein and that if it appears likely that a work whose creation was funded through this contract may be commercialized by either of them, in consideration of the funding provided hereunder by TEA and the work performed by UTS, they will agree upon royalty-sharing and other provisions as set forth in this MOU. For purposes of this section, commercialized shall mean commercial sales or licenses of a work product to entities for their independent use outside the scope of uses contemplated by the project receiving TEA funding.

- **Distribution and Pricing**

All course content for which TEA and UTS or its component institutions hold joint copyright ownership shall be distributed within the State of Texas in accordance with instructions set forth in the funding agreement for that particular project.

- **Royalties**

TEA and UTS shall share Net Royalties (defined below) from the licensing

of all materials for which TEA and UTS hold joint copyright ownership evenly (50/50); provided that such royalty-sharing percentage shall be equitably adjusted by mutual agreement of the parties when TEA funding supports the further development, significant modification or improvement of preexisting materials that were created with non-TEA funding.

Net Royalties shall mean gross royalties received by UTS from the sale or license of products covered hereunder, less amounts UTS actually paid or allowed for direct costs to manufacture, distribute, print or otherwise create the product sold or licensed, direct costs for intellectual property protection and enforcement and costs to service licensees, if any.

- **Licensing**

Parties acknowledge that UTS or its component institutions may provide course content to secondary school students or students enrolled in a degree program at a UT System component institution, and charge tuition and fees. Such tuition does not constitute commercial activity to which royalty-sharing provisions would apply. Any transfer of materials, including but not limited to course content, jointly owned by TEA and UTS or a component institution to a third party giving that party the right to provide access to such content to said students independently of the component institution, would constitute commercial activity to which the royalty sharing provisions below would apply. UTS shall exclusively hold the right to license rights to materials for which TEA and UTS or a component institution hold joint copyright ownership. UTS, in its discretion, may grant back to TEA a limited right to license rights in jointly owned materials. Final authority with respect to decisions affecting licensing shall remain with UTS.

- **Dispute Resolution**

Disputes between TEA and UTS relating to contract interpretation or performance shall be resolved by a committee with one member appointed by TEA, one member appointed by UTS, and one member agreed upon by TEA and UTS.

- **Revisions**

UTS shall retain the right to revise the materials for which TEA and UTS hold joint copyright ownership in accordance with academic standards. UTS further agrees to update materials for which TEA and UTS or a component institution hold joint copyright ownership upon the receipt of a written request and appropriate funding. In the event that UTS agrees that the revision of jointly owned materials is needed in order to maintain the academic integrity of the materials, but is unable or unwilling within a reasonable time specified by TEA to provide the revision after TEA has requested it, TEA may arrange for such revisions and may display, in the revised work and in any promotional materials, the name of the person or persons who performed the revision. All revisions to materials that will be

distributed to Texas public and charter schools must be approved by UTS and TEA.

For purposes of this section, a revision subject to the provisions of this section includes changes to the jointly owned course materials based on research findings that update or modify it to keep it current, accurate and appropriate for its intended purpose. Revisions expressly do not include changes to UTS's or a component's pre-existing content, including but not limited to the materials described in a funding agreement or amendment thereto as pre-existing, or changes that would create a work fundamentally different from the materials originally created pursuant to this contract, or that change the character of the work, its overall scope or its philosophical basis.

- **Enforcement**

UTS shall enforce the copyrights in the materials for which TEA and UTS hold joint copyright ownership. If UTS refuses or fails to enforce a copyright in the materials, TEA may take legal action to enforce the copyright.

- **Audit Rights; Records; Reports**

The parties anticipate that UTS, as the party with the exclusive right to license the materials, will likely be the party that would commercialize the materials subject to royalty-sharing provisions, but it is possible that TEA could do so also, if permitted by UTS. Regardless of who commercializes materials, during the term of this Agreement and for 3 years thereafter, the Licensing Party agrees to keep complete and accurate records of its and its sublicense(s)' sales of products covered by this Agreement in sufficient detail to enable the amounts payable hereunder to be determined. Licensing Party agrees to permit the party receiving a share of royalty income ("Royalty Recipient") or its representatives, at Royalty Recipient's expense, to periodically examine Licensing Party's books, ledgers, and records during regular business hours, with 14 days advance notice, for the purpose of and to the extent necessary to verify any report required under this Agreement. Licensing Party agrees to make available to Royalty Recipient the Licensing Party's personnel who are familiar with the books and records to explain the books and records as needed for audit or inspection. If the amounts due to Royalty Recipient are determined to have been underpaid by three percent (3%) or more, Licensing Party will pay the cost of the examination up to a maximum amount of \$5000.00, and accrued interest at three percent (3%) above the current Prime Rate or, if not permissible under state law, that amount that is permissible under state law.

Beginning immediately after the effective date of this Agreement, Licensing Party will deliver to Royalty Recipient true and accurate written reports, even if no payments are due, within 60 days after Licensing Party receives sales reports from its sublicensee(s) (in most cases, quarterly), giving the

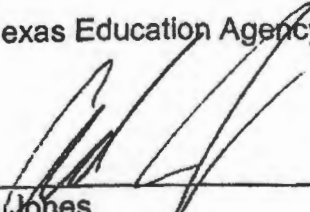
particulars of the business conducted by Licensing Party and its sublicensee(s), if any exist, as are pertinent to calculating payments hereunder. This report will include at least:

- a. the total sales of products covered by this Agreement;
- b. the calculation of Net Royalties, as set forth above;
- c. the calculation of Royalty Recipient's royalty share based on Net Royalties.

Simultaneously with the delivery of each report, Licensing Party will pay to Royalty Recipient the amount, if any, due for the period of each report.

In witness whereof, the parties have caused their duly authorized representatives to sign this Agreement.

The Texas Education Agency



Adam Jones
Associate Commissioner
Finance and Information Technology

Date: _____

08/30/06

The University of Texas System



Scott C. Kelley
Executive Vice Chancellor for
Business Affairs

Date: _____

8/18/06

**Contractor's Proposal Response to RFP #701-16-036
Administration of Grades K-3 Literacy Academies and Grades 4-5 Reading to Learn
Academies**