

STATE OF TEXAS §
COUNTY OF TRAVIS §

Division: 210	Program Name: New Generation System Help Desk
Org Code: 711P	Legal/Funding Authority: Education of Migrant
Speed Chart: 4P418	Children: P.L. 107-110, Elementary and Secondary
Payee Name: Northrop Grumman	Education Act of 1965 (ESEA), as amended
Systems Corporation	Contract #: _____
Payee ID ISAS: 1951055798	PO #: _____

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 Northrop Grumman Systems Corporation, acting through Northrop Grumman Information Systems Sector, Cyber Solutions Division ("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 December 1, 2013 and ending August 31, 2014, unless extended or terminated as otherwise provided for this contract. TEA, as mutually agreed upon, may extend the contract awarded for up to four 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 shall perform all of the functions and duties set described herein and in the appendices to this Contract, which are attached hereto and incorporated by reference.

ARTICLE IV. PAYMENT UNDER CONTRACT

Subject to the availability to TEA of funds for the purpose(s) of this contract, TEA shall pay to Contractor by State of Texas warrant(s) the amount of \$243,999.72 for the performance, satisfactory to the TEA, of Contractor's functions and duties under this Contract. Payment to Contractor by TEA will be made in accordance with the Pricing Proposal, 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)

Pursuant to Section 2252.901 of the Texas Government Code, Contractor certifies that it is not a former employee of TEA or that Contractor has not been an employee of TEA for twelve (12) months prior to the beginning date of this contract.

Contractor must make full disclosure of intent to employ or subcontract with an individual who is a former employee/retiree of TEA. Within the first twelve months of leaving employment at TEA, a former employee/retiree selected by the Contractor for employment or subcontracting, shall not perform services on a project or fill a position that the former employee/retiree worked on while employed at TEA.

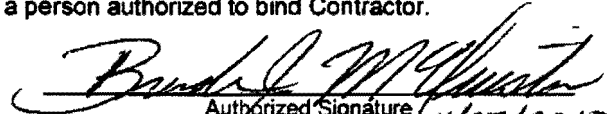
Contractor shall be an independent contractor for matters relating to this Contract. Contractor and its employees are not employees of TEA for any purpose and shall not be entitled to participate in any plan, arrangement, or distribution by TEA pertaining to or in connection with any pension, bonus, or other benefit extended to TEA employees.

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: Brenda J. McQuiston
Typed title: Contracts Administrator


Authorized Signature 11/27/2013

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 12-2-13 (month/day/year)
by a person authorized to bind Agency.


Shirley Beaulieu
Associate Commissioner Finance/ CFO

Return three (3) copies with original signature to:

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

Electronic version may be submitted to:
TEAContracts@tea.state.tx.us

APPENDIX 1

- A. The definitions of terms in the General Provisions are incorporated herein.
- B. The attached proposal entitled Northrop Grumman Systems Corporation Response to RFO #701-14-018 and DBITS Contract DIR-SDD-2131 is incorporated herein by reference and is therefore, made a part of this contract.
- C. The terms, conditions, and requirements contained in the DBITS SOW Request for Offer entitled "New Generation System (NGS) Help Desk", with a closing date of September 25, 2013, and identified as RFO #701-14-018, are incorporated herein by reference, although in the event of conflict the General Provisions to Standard Contract shall control.
- D. 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:
Order of precedence is in DBITS 2131 1. Introduction C. Order of Precedence.
DIR Contract #DIR-SDD-2131, inclusive of all appendices;
General Provision of the TEA Standard Contract;
TEA Standard Contract Provision, Appendix 1 herein, inclusive of all appendices;
Contractor's Proposal to the Texas Education Agency entitled Northrop Grumman Systems Corporation Response to RFO #701-14-018 submitted September 20, 2013, inclusive of all appendices and cover letter of assumptions as amended herein; and
The DBITS SOW Request for Offer entitled "New Generation System (NGS) Help Desk" released August 23, 2013.
- E. Description of Services/Activities:
Northrop Grumman will provide Project Management services, Technical Support services, and Help Desk services for the New Generation System and required reports as outlined in Attachment 1.
- F. Budget:
Prices are a firm fixed price per month, see the Pricing Proposal, labeled Attachment 2, attached.
No funds shall be used to pay for food costs i.e. refreshments, banquets, group meals, etc. unless requested as a specific line item in the budget by the Contractor and approved (prior to expenditures occurring) by TEA. This applies to both federally and state funded Contracts.
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 General Provisions. 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 five (5) years.
State travel expense reimbursement is not a per diem. Employees and 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.
- G. Invoicing
Contractor shall submit two copies of the invoice via mail or electronically, one copy shall be submitted to the Texas Education Agency, Attention: Accounts Payable, 1701 N. Congress Avenue, Room 2-130, Austin, Texas 78701-1484, or to TEAAccountsPayable@tea.state.tx.us. The second copy shall be submitted to the Attention: Susie Coultriss, Division of Curriculum, Susie.Coultriss@tea.state.tx.us. Payment under this Contract is contingent upon satisfactory services. The final invoice is due within forty-five days of the project completion. The monthly invoice shall include the Contractor's mailing address, telephone number, Contractor's Point of Contact to answer questions regarding invoices, Contract number, Purchase Order number, and Service period.

TEA Contract General Provisions

This Contract is awarded through the Department of Information Resources (DIR) Deliverables-Based IT Services (DBITS) contracting process and the referenced contract is DIR-SDD_2131. As such, the General Provisions on the DIR Contract shall supersede the TEA General Provisions.

A. As used in these General Provisions:

- *Contract* means the entire document, and all of TEA's attachments, appendices, schedules (including but not limited to the General Provisions and the Special Provisions), amendments and extensions of, or to the Standard Contract; and DIR-SDD-2131 and all appendices; and Northrop Grumman Systems Corporation Response to RFO #701-14-018 and all appendices as amended herein.
- *Receiving Agency or Party or TEA* means the Texas Education Agency;
- *Performing Agency or Contractor* means the party or parties to this Contract other than TEA, including its or their officers, directors, employees, agents, representatives, consultants and subcontractors, and subcontractors' officers, directors, employees, agents, representatives and consultants;
- *Project Manager/Administrator* means the respective person(s) representing TEA or Contractor, as indicated by the Contract, for the purposes of administering the Contract Project;
- *Contract Project* means the purpose intended to be achieved through the Contract;
- *Amendment* means a Contract that is revised in any respect, and includes both the original Contract, and any subsequent amendments or extensions thereto;
- *Works* means all tangible or intangible material, products, ideas, documents or works of authorship prepared or created by Contractor for or on behalf of TEA at any time after the beginning date of the Contract ("Works" includes but is not limited to computer software, data, information, images, illustrations, designs, graphics, drawings, educational materials, assessment forms, testing materials, logos, trademarks, patentable materials, etc.); and,
- *Intellectual Property Rights* means the worldwide intangible legal rights or interests evidenced by or embodied in: a United States registered (a) any idea, design, concept, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (b) any work of authorship, including any copyrights, moral rights or neighboring rights; (c) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (d) domain name registrations; and (e) any other similar rights. The Intellectual Property Rights of a party include all worldwide intangible legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

- B. **Contingency:** The Contract(s), including any amendments, extensions or subsequent contracts, are executed by TEA contingent upon the availability of appropriated funds by legislative act. Notwithstanding any other provision in this Contract or any other document, this Contract is void upon the insufficiency (in TEA's discretion) or unavailability of appropriated funds. In addition, this Contract may be terminated by TEA for convenience as provided for elsewhere in the contract 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:** In accordance with Contract DIR-SDD-2131 Section 10, Section 7., B., & C. a., b., and c.
- 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 the Agency HUB Coordinator before staffing changes are initiated. Substitutions are not permitted without written approval of the TEA Project Manager.
- E. **Encumbrances/Obligations:** All encumbrances, accounts payable, and expenditures shall occur on or between the beginning and ending dates of this Contract. All goods must have been received and all services rendered during the Contract period in order for Contractor to recover funds due. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures.
- F. **Contractor's Proposal:** Contractor's proposal that was furnished to TEA in response to a request for proposal is incorporated in this Contract by reference. The provisions of this Contract shall prevail, however, in all cases of conflict arising from the terms of Contractor's proposal whether such proposal is a written part of this Contract or is attached as a separate document.
- G. **Requirements, Terms, Conditions, and Assurances:** The terms, conditions, and assurances, which are stated in the Request for Proposal, in response to which Contractor submitted a proposal, are incorporated herein by reference for all purposes, although the current General Provisions shall prevail in the event of conflict.

TEA Contract General Provisions

- H. **Records Retention and the Right to Audit:** 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. In accordance with Contract DIR-SDD-2131; 10. Section 6 Contract Administration, C. Records and audit restated in its entirety.

- I. **Intellectual Property Ownership:** In accordance with DIR Contract DIR-SDD-2131 Section 9., Intellectual Property Matters 1.,2,3,4,&5, pages 5 & 6.

Sanctions for Failure to Perform or for Noncompliance: If Contractor, in TEA's sole determination, fails or refuses for any reason to comply with or perform a material obligation 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 31st day of Contractor's receipt of written notice thereof from TEA. TEA shall provide Contractor written notice of any noncompliance and a period of 30 days to cure any issue of noncompliance. **Time Delays and Suspension: 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.

- J. **Refunds Due to TEA:** If TEA determines that TEA is due a refund of money paid to Contractor pursuant to this Contract, Contractor shall pay the money due to TEA within 30 days of Contractor's receipt of written notice that such money is due to TEA. If Contractor fails to make timely payment, TEA may obtain such money from Contractor by any means permitted by law, including but not limited to offset, counterclaim, cancellation, termination, suspension, total withholding, and/or disapproval of all or any subsequent applications for said funds.

- K. **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.

- L. **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 book value of or the full cost of repair of such property, whichever is the greater, within 30 days of Contractor's receipt of written notice of TEA's determination of the amount due. This applies whether the property is developed or purchased by Contractor pursuant to this Contract or is provided by TEA to Contractor for use in the Contract Project. If Contractor fails to make timely payment, TEA may obtain such money from Contractor by any means permitted by law, including but not limited to offset or counterclaim against any money otherwise due to Contractor by TEA.

- M. **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.

- N. **Federal Regulations Applicable to All Federally Funded Contracts:**

1. For Local Education Agencies (LEAs): 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 75 or 76 as applicable, 77, 79, 80, 81, 82, 85, 99, 104, 47 CFR 0 and 64, and OMB Circulars A-87 (Cost Principles) and A-133 (Audits);
2. For Education Service Centers (ESCs): 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 75 or 76 as applicable, 77, 79, 80, 81, 82, 85, 99, 104, 47 CFR 0 and 64, and OMB Circulars A-87 (Cost Principles) and A-133 (Audits);
3. For Institutions of Higher Education (IHEs): 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 74, 77, 79, 81, 82, 85, 99, 104, OMB Circular A-21 (Cost Principles), 47 CFR 0 and 64, OMB Circular A-133 (Audits), and OMB Circular A-110 (Uniform Administrative Requirements);

TEA Contract General Provisions

4. For Nonprofit Organizations: 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 74, 77, 79, 81, 82, 85, 99, 104, 47 CFR 0 and 64, OMB Circulars A-122 (Cost Principles) and A-133 (Audits), and OMB Circular A-110 (Uniform Administrative Requirements);
 5. For State Agencies: 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 76, 80, 81, 82, 85, 99, 104, 47 CFR 0 and 64, OMB Circulars A-87 (Cost Principles) and A-133 (Audits), and OMB Circular A-110 (Uniform Administrative Requirements); and
 6. For Commercial (for-profit) Organizations: 29 CFR 1630 and 48 CFR Part 31.
- O. **Point of Contact:** All notices, reports, and correspondence required by this Contract shall be in writing and delivered to the TEA project manager listed below or their successors in office:

TEA
Susie Coultriss
State Director, Bilingual/ESL/Title III/Migrant
Curriculum Division
Texas Education Agency
William B. Travis Building
1701 N. Congress Avenue
Austin, Texas 78701

CONTRACTOR
Cherie Elkins
Program Manager
Northrop Grumman Systems Corporation, acting through
Northrop Grumman Information Systems Sector
Cyber Solutions Division
7745 Chevy Chase, Bldg. 5, Suite 100
Austin, Texas 78752

- P. **Time and Effort Recordkeeping:** For those personnel whose salaries are prorated between or among different funding sources, time and effort records will be maintained by Contractor that will confirm the services provided within each funding source. Contractor must adjust payroll records and expenditures based on this documentation. This requirement applies to all projects, regardless of funding source, unless otherwise specified. For federally funded projects, time and effort records must be in accordance with the requirements in the applicable OMB cost principles.
- Q. **Federal Rules, Laws, and Regulations That Apply to all Federal Programs:** Contractor shall be if applicable to and shall abide by all federal laws, rules, and regulations, pertaining to the Contract Project, including, but not limited to:
1. Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. sec. 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64;
 2. Title VI of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 CFR Part 100;
 3. Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination in educational institutions) and the regulations effectuating its provisions contained in 34 CFR Part 106, if Contractor is an educational institution;
 4. Section 504 of the Rehabilitation Act of 1973, as amended (nondiscrimination on the basis of handicapping condition), and the regulations effectuating its provisions contained in 34 CFR Parts 104 and 105;
 5. The Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age), and the implementing regulations contained in 34 CFR, Part 110;
 6. Family Educational Rights and Privacy Act of 1975, as amended, and the implementing regulations contained in 34 CFR, Part 99, if Contractor is an educational institution;
 7. Section 509 of H.R. 5233 as incorporated by reference in P.L. 99-500 and P.L. 99-591 (prohibition against the use of federal grant funds to influence legislation pending before Congress);
 8. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103-382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and
 9. General Education Provisions Act, as amended.
- 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.

TEA Contract General Provisions

- S. **Signature Authority; Final Expression; Superseding Document:** Contractor certifies that the person signing this Contract has been properly delegated this authority. The Contract represents the final and complete expression of the terms of agreement between the parties. The Contract supersedes any previous understandings or negotiations between the parties. Any representations, oral statements, promises or warranties that differ from the Contract shall have no force or effect. The Contract may be modified, amended or extended only by formal written amendment properly executed by both TEA and Contractor.
- T. **Antitrust:** By signing this Contract, Contractor, represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation or institution has, (1) violated the antitrust laws of the State of Texas under 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:**
- 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 applicable 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:** The TEA is subject to the provisions of the Texas Public Information Act. If a request for disclosure of this Contract or any information related to the goods or services provided under the Contract or information provided to the TEA under this Contract constituting a record under the Act is received by the TEA, the information must qualify for an exception provided by the Texas Public Information Act in order to be withheld from public disclosure. Contractor authorizes the TEA to submit any information contained in the Contract, provided under the Contract, or otherwise requested to be disclosed, including information Contractor has labeled as confidential proprietary information, to the Office of the Attorney General for a determination as to whether any such information may be exempt from public disclosure under the Act. If the TEA does not have a good faith belief that information may be subject to an exception to disclosure, the TEA is not obligating itself by this Contract to submit the information to the Attorney General. It shall be the responsibility of the Contractor to make any legal argument to the Attorney General or appropriate court of law regarding the exception of the information in question from disclosure. The Contractor waives any claim against and releases from liability the TEA, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by the Contractor and determined by the Attorney General or a court of law to be subject to disclosure under the Texas Public Information Act.

TEA Contract General Provisions

- AA. Gratuities:** By signing this Contract, Contractor represents and warrants that the Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.
- 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, offeror, or contractor who is aggrieved in connection with the solicitation, evaluation, or award of this or any other contract by the Texas Education Agency may submit a formal protest to the Director of the Agency's Contracts and Purchasing Division. This protest procedure shall be the exclusive method by which anyone may make a challenge to any aspect of the Agency's contracting process. The Agency will not be required to consider the merits of any protest unless the 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 terminate for convenience as provided for elsewhere in the contract. 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. Northrop Grumman is tax-exempt in accordance with DIR Contract No. DIR-SDD-2131 Section 4.C.
- 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, respondent 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:** The Contractor, Northrop Grumman Systems Corporation has not been convicted of a felony criminal offense. Northrop Grumman is responding for the past ten years, the employees directly working on the TEA effort that is defined in this Contract have certified to Northrop Grumman that they have not been convicted of a felony offense. **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.
- HH. Assignment of Contract:** This Contract may not be assigned, sold, or transferred without the express written consent of the TEA Purchasing and Contracts Division. An attempted assignment after Contract award without the TEA approval will constitute a material breach of contract.
- II. 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.

TEA Contract General Provisions

JJ. 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/news/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>.

KK. 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.

LL. Electronic and Information Resources Accessibility Standards: Effective September 1, 2006, state agencies and institutions of higher education 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 is in the final stages of revision and most likely will be adopted sometime in FY 2014. 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 will be using the WCAG 2.0 AA Accessibility Guidelines (also ISO/IEC standard 40500) as the new technical standard that Federal agencies will be required to meet when procuring products and services. Once the 508 refresh is adopted, DIR will be modifying the TAC rules to synchronize with it.

Given this coming change, all Texas agencies and institutions of higher education should begin 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. WG 2.0 AA is a superior, more flexible standard and is in use all over the world. If a website is compliant with WCAG 2.0 AA, it will, by default comply with our current TAC rules on EIR Accessibility.

Web development vendors 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](#)

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

NN. 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.

OO. Proprietary or Confidential Information: Contractor, its employees and subcontractors, agree that in executing tasks on behalf of the TEA, they will not use any student-identifying information in any way that violates the provisions of FERPA, and will destroy or return all student-identifying information within thirty (30) days of project completion. Contractor also agrees not to disclose any information to which it is privy under this Contract without the prior consent of the agency. Contractor will indemnify and hold harmless the State of Texas, its officers and employees, and TEA, its officers and employees for any claims or damages that arise from the disclosure by Contractor or its contractors of information held by the State of Texas.

TEA Contract General Provisions

PP. 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.

QQ. Vendor Performance: All state agencies must report unsatisfactory vendor performance on purchases over \$25,000. Respondents 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 Respondent'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. Respondents may fail this selection criterion for any of the following conditions: A score of less than 90% in the Vendor Performance System, currently under a Corrective Action Plan, having repeated negative Vendor 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 Vendor Performance Tracking System (as authorized by 34 Texas Administrative Code §20.108), TEA may examine other sources of vendor 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 Respondent.

Agencies report satisfactory and exceptional vendor performance to assist in determining best value. In accordance with Texas Government Code, §2155.074 and §2155.75, vendor performance may be used as a factor in future contract awards.

Contractor performance information is located on the CPA website at:
http://www.window.state.tx.us/procurement/prod/contractor_performance/

RR. 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. If the Contract is terminated for any reason other than non-appropriation, termination shall be in accordance with the Termination clause set forth in Contract DIR-SDD-2131 Section 10.F. as amended.

1. **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.

2. **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.

SS. 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 General Provisions and will be made on AMENDMENT TO TEXAS EDUCATION AGENCY STANDARD CONTRACT form. All amendments will be initiated by either party. An amendment to this Contract will become effective on the date of signature of TEA or the effective date shown on the Amendment document whichever is first. Effective September 1, 2013, if the initial major contract 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.

TEA Contract General Provisions

1. The Contractor is permitted to rebudget among direct cost categories within the approved budget to meet unanticipated requirements and to make limited changes (less than 10%) to the approved budget without submitting a written amendment. However, a revised budget document must be submitted to the TEA Project Manager for approval. Once approved, the documents must be submitted and Contracts office and will be incorporated 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 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 ten 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; and
 - h. An increase or decrease in the number of positions charged to Contract.

All amendments must be signed by both parties.

TT. Payment:

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

- (1) the day on which the agency received the goods;
- (2) the date the performance of the service under the contract is completed; or
- (3) the day on which the agency received the complete and correct invoice for goods or services.

Invoices must be submitted to TEAAccountsPayable@tea.state.tx and the TEA Project Manager.

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

1. 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 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 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 10 working days to address the quality or other compliance requirement and resubmit the deliverable. TEA shall provide a definitive list of all non compliance project changes and will be only one revision to any one deliverable under this contract as long as the revision has corrected the issue. If TEA fails to approve in writing the deliverable on the 16th day after receipt it is deemed accepted. 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.

TEA Contract General Provisions

2. 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. The final expenditure report/invoice is due within forty-five days after the end of the Contract. Payment on the final expenditure report is contingent upon receipt of all reports/products required by this Contract.
3. An encumbrance, accounts payable, and expenditure, as with all other contract accounting terms, will be as defined in the *Financial Accounting and Reporting Module of the TEA Financial Accountability System Resource Guide*. All goods must have been received and all services rendered by the ending date of this Contract in order for Contractor to include these costs as either expenditures or as accounts payable and, thereby, recover funds due. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures.
4. Contractor who is indebted or owes delinquent taxes to the state will have any payments under the contract applied toward the debt or delinquent taxes owed the state until the amount is paid in full, regardless of when the debt or delinquency was incurred. TEA shall determine whether a payment law prohibits the Comptroller from issuing a warrant or initiating an electronic funds transfer to a person before TEA enters into a written contract with that person.

Contractor may verify their account status by accessing the Comptroller's website at: https://fmxcpa.state.tx.us/fm/pubs/purchase/restricted/index.php?section=indebted&page=persons_indebted

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

VV. **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. 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 405 of the Labor code) addresses what Texas requires: <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

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.

TEA Contract General Provisions

WW. Force Majeure

Neither Contractor nor TEA shall be liable to the other for any delay in, or failure of performance, of any requirement included in any PO 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.

XX. 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 (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

YY. Abandonment or Default

ZZ. If the Contract is terminated for any reason other than non-appropriation, termination shall be in accordance with the Termination clause set forth in Contract DIR-SDD-2131 Section 10.F. as amended.

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

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

SPECIAL PROVISIONS – B
Debarment and Suspension Certification
(Required for all federally-funded contracts)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, §85.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19,160-19,211). The regulations may be viewed and downloaded from the website: <http://www.sba.gov/sites/default/files/files/SBA%201624.pdf>

READ INSTRUCTIONS ON NEXT PAGE BEFORE COMPLETING CERTIFICATION

CERTIFYING STATEMENT

- (1) The prospective lower tier participant certifies, by submission of this Contract, 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 department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Contract.

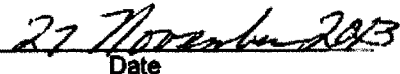
Northrop Grumman Systems Corporation, acting through Northrop Grumman Information Systems
Sector, Cyber Solutions Division Northrop Grumman Systems Corporation

Organization Name

Brenda J. McQuiston

Name and Title of Authorized Representative


Signature


Date

Dept. of Education Form ED GCS-009

12/88

GENERAL INSTRUCTIONS FOR SPECIAL PROVISIONS – B DEBARMENT AND SUSPENSION CERTIFICATION

Definitions:

Lower Tier Participant - Any organization or person receiving a grant or contract. This also includes subsequent subgrants and subcontracts.

Covered Transaction - The act of applying for federal funds or submitting a contract for federal funds.

Lower Tier Transaction - The making of a (1) subgrant to another entity or person or (2) procurement contract by a Lower Tier Participant to some other entity or person for goods or services, regardless of type, expected to equal or exceed a cumulative value of \$25,000.

Principals - An administration head, key project/grant management person, officer, director within the Lower Tier Participant's organization or within a suborganization or subcontractor (i.e., superintendents and the key person in the school district who will exert control or management influence over this project. At a university, it would be the president and principal investigator).

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Contract, the prospective lower tier participant is stating that it is neither debarred nor suspended.
2. This certification is a material representation of fact upon which reliance was placed when this certification was signed. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment from federal funds participation.
3. The prospective lower tier participant shall provide immediate written notice to the organization to which this Contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "contract," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the organization to which this Contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this Contract that it will include the two-paragraph "CERTIFYING STATEMENT" without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

SPECIAL PROVISIONS – C

Lobbying Certification

(Required for all federally-funded contracts greater than \$100,000)

Submission of this certification is required by the U.S. Department of Education and Section 1352, Title 31 of the United States Code. It is a prerequisite for making or entering into a contract, subcontract, or subgrant over \$100,000 with any organization. (See next page of this schedule for further instructions.)

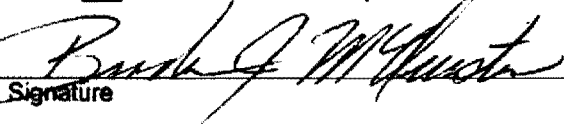
The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, Special Provisions D Part B "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact on which the U.S. Department of Education and the Texas Education Agency relied when it made or entered into this grant or Contract. Any organization that fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Northrop Grumman Systems Corporation
Organization Name

Brenda J. McQuiston
Name and Title of Authorized Representative


Signature

27 November 2013
Date

Dept. of Education Form ED 80-0008

11/89

GENERAL INSTRUCTIONS FOR SPECIAL PROVISIONS – C
PART A
Lobbying Certification

This is a Congress of the United States and the U. S. Department of Education requirement. The Contractor must submit this schedule to TEA for a federal-funded contract(s) with an approved amount in excess of \$100,000. TEA will be unable to pay for any obligations established by the Contractor unless this schedule is submitted.

In addition, if the Contractor makes a subgrant or subcontract in excess of \$100,000 to another organization of any type, then the Contractor shall require this form to be filed with and retained by the Contractor. According to federal law, failure to obtain the certification subjects the Contractor to civil penalties.

- (1) This certification states that the Contractor is prohibited from using federal funds for influencing or attempting to influence any member of Congress or its employees or any federal agency employee concerning the making or awarding of a federal grant.
- (2) This certification states that the Contractor is prohibited from using federal funds for influencing or attempting to influence any member of Congress or its employees or any federal agency employee concerning the making or awarding of a federal grant.
- (3) This certification also states that if the Contractor pays or has paid any funds other than federal funds to any one person or organization for influencing or attempting to influence any member of Congress or its employees, or any federal agency employee concerning the making or awarding of a federal grant, that the Contractor will disclose to whom payments were made, how much money was involved and the type of work involved. The Contractors must use Special Provisions D Part B, Disclosure of Lobbying Activities for complying with this disclosure requirement. The Contractor shall require this form to be filed with the Contractor on any subgrants or subcontracts it makes in excess of \$100,000 if funds have been spent as stipulated in this paragraph. The Contractor will then forward a legible copy of Special Provisions D Part B, Disclosure of Lobbying Activities to the Texas Education Agency.

Additionally, this certification requires the Contractor to incorporate the language of this certification into any award or Contract documents for awarding subgrants or subcontracts that exceed \$100,000 and that subgrantees and subcontractors shall certify and disclose accordingly.

TEXAS EDUCATION AGENCY
Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities for lobbying services procured (pursuant to Title 31 U.S.C. §1352). This disclosure form is required for any federal grant/contract received in excess of \$100,000 and on any subgrant/subcontract made by the grantee/contractor. (Read the instructions for this schedule for further information.) **Do not complete and sign this disclosure form unless lobbying activities are being disclosed.**

Federal Program Name: _____

1. Type of Federal Action: <input type="checkbox"/> Contract <input type="checkbox"/> Grant	2. Status of Federal Action <input type="checkbox"/> Bid/Offer/Application <input type="checkbox"/> Initial Award <input type="checkbox"/> Post-award	3. Report Type <input type="checkbox"/> Initial Filing <input type="checkbox"/> Material Change For Material Change Only: Year _____ Quarter _____ Date of Last Report: _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____.		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Texas Education Agency 1701 N. Congress Avenue Austin, Texas 78701 Congressional District: 10
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. A) Name and Address of Lobbying Registrant <i>(If individual, Last name, First name, MI):</i>	B) Individuals Performing Services (include address, if different from 10 A) <i>(Last name, First name, MI):</i>	
11. Information requested through this form is authorized by Title 31 U.S.C. §1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to Title 31 U.S.C. §1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____
Federal Use Only:		Authorized for Local Reproduction Standard Form—LLL

(STCONT)

GENERAL INSTRUCTIONS FOR SPECIAL PROVISIONS – C
PART B
Disclosure of Lobbying Activities

The filing of this form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

Each organization shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such organization. An event that materially affects the accuracy of the information reported includes:

- a. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - b. A change in the organization(s) or individual(s) influencing or attempting to influence a covered Federal action; or
 - c. A change in the officer(s), employee(s), or Member(s) of Congress contacted to influence or attempt to influence a covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards, include but are not limited to, subcontracts, subgrants and contract awards under grants.
 5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include congressional district, if known.
 6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
 9. For a covered Federal action where there has been an award by the Federal agency, enter the Federal amount of the award for the prime entity identified in item 4 or 5.
 10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
 11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

SPECIAL PROVISIONS – D
Historically Underutilized Business Subcontracting Plan (HSP)

Northrop Grumman has no planned Subcontractors at time of contract execution for this project.

- A. Contractor's HSP for DIR-SDD-2131 is attached and incorporated herein.
- B. Any changes to the HUB Subcontracting Plan (HSP) must be approved by the Agency HUB Coordinator before staffing changes are initiated.
- C. Contractor must submit monthly compliance reports (Prime Contractor Progress Assessment Report (PAR) to the TEA HUB Coordinator, verifying their compliance with the HSP, including the use/expenditures they have made to all subcontractors.
(The PAR is available at <http://www.tea.state.tx.us/index2.aspx?id=7038>)



HUB SUBCONTRACTING PLAN (HSP)

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

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

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB goals defined in 34 TAC §20.13 are: **11.9 percent for heavy construction other than building contracts, 26.1 percent for all building construction, including general contractors and operative builders contracts, 57.2 percent for all special trade construction contracts, 20 percent for professional services contracts, 33 percent for all other services contracts, and 12.6 percent for commodities contracts.**

-- Agency Special Instructions/Additional Requirements --

For assistance contact the HUB Coordinator at bernadette.davis@dir.state.tx.us. For additional help an instructional video on how to complete the HUB Subcontracting Plan is available on the Texas Comptroller of Public Accounts web site at: <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

If you are not subcontracting any portion of the contract, the self performance justification statement must be completed. (section 9)

If you are subcontracting, your supporting documentation of the good faith effort must be included with your response. (section 7) Please label the section that includes the supporting documentation.

Failure to comply may result in your response being rejected.

SECTION 1 - RESPONDENT AND SOLICITATION INFORMATION

- a. Respondent (Company) Name: Northrop Grumman Systems Corporation State of Texas VID #: 19510557986
Point of Contact: Tommy E. Johnson Phone #: 512-377-2222, ext. 352
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No
- c. Solicitation #: DIR-SDD-TMP-158

SECTION 2 - SUBCONTRACTING INTENTIONS

After having divided the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, the respondent must determine what portion(s) of work, including goods or services, will be subcontracted. Note: In accordance with 34 TAC §20.12., a "Subcontractor" means a person who contracts with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity. Check the appropriate box that identifies your subcontracting intentions:

- ☒ - Yes, I will be subcontracting portion(s) of the contract.
(If Yes, in the spaces provided below, list the portions of work you will be subcontracting, and go to page 2.)
- ☐ - No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources.
(If No, complete SECTION 9 and 10.)

Line Item # - Subcontracting Opportunity Description	Line Item # - Subcontracting Opportunity Description
(#1) Application Maintenance and Support	(#11) -
(#2) Enterprise Resource Planning (ERP)	(#12) -
(#3) Project Management	(#13) -
(#4) Technology Upgrade/Migration and Transformation	(#14) -
(#5) Application Development	(#15) -
(#6)	(#16) -
(#7)	(#17) -
(#8)	(#18) -
(#9)	(#19) -
(#10) -	(#20) -

*If you have more than twenty subcontracting opportunities, a continuation page is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage1.doc>

Enter your company's name here: Northrop Grumman Systems CorporationSolicitation #: DIR-SDD-TMP-158

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage2.doc>.

SECTION 3 - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # 1 Description: Application Maintenance and Support**SECTION 4 - MENTOR-PROTÉGÉ PROGRAM**

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

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

SECTION 5 - PROFESSIONAL SERVICES CONTRACTS ONLY

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

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

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

In accordance with Gov't Code §2254.004, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.

SECTION 6 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

- Provide written notification of the subcontracting opportunity listed in SECTION 3 to **three (3)** or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at <http://www2.cpa.state.tx.us/cmb/cmb/hub.html>, and its HUB Directory, found at <http://www2.cpa.state.tx.us/cmb/hubonly.html>, to identify available HUBs. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond, and provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to the contracting agency.

SECTION 7 - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List **three (3)** State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**

Company Name	VID #	Notice Date (mm/dd/yyyy)	Was Response Received?
<u>Dynamic Computing & Services Corporation</u>	<u>1911472534400</u>	<u>11 /03 / 2010</u>	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
<u>Castillo & Associates</u>	<u>1203156340100</u>	<u>11 /03 / 2010</u>	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
<u>RFD & Associates, Inc.</u>	<u>1742736774700</u>	<u>11/ 04 / 2010</u>	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

Note: The three companies identified above are participants in Northrop Grumman's Mentor-Protegee Program. Northrop Grumman contacted an additional (fourth) HUB to participate on DBITS.

SECTION 8 - SUBCONTRACTOR SELECTION

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

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Texas Certified HUB?
<u>Dynamic Computing Services Corporation</u>	<u>1911472534400</u>	<u>See Note</u>	<u>\$TBD</u>	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No*
<u>Castillo & Associates</u>	<u>1203156340100</u>	<u>See Note</u>	<u>\$TBD</u>	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No*
<u>RFD & Associates, Inc.</u>	<u>1742736774700</u>	<u>See Note</u>	<u>\$TBD</u>	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No*

Note: Northrop Grumman's goal is to subcontract 33% of the contract value to the HUBs. The experience of each HUB is different and not all can perform all types of work. How the 33% is spread among the HUBs cannot be determined in advance but will depend on the type of work Northrop Grumman receives and the qualifications of the individual HUBs to perform the specific work.

*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

Enter your company's name here: Northrop Grumman Systems CorporationSolicitation #: DIR-SDD-TMP-158

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage2.doc>.

SECTION 3 - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # 2 Description: Enterprise Resource Planning (ERP)**SECTION 4 - MENTOR-PROTÉGÉ PROGRAM**

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

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

SECTION 5 - PROFESSIONAL SERVICES CONTRACTS ONLY

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

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

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

In accordance with Gov't Code §2254.004, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.

SECTION 6 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

- a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to three (3) or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at <http://www2.cpa.state.tx.us/cmb/cmb/hub.html>, and its HUB Directory, found at <http://www2.cpa.state.tx.us/cmb/hubonly.html>, to identify available HUBs. **Note:** Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.
- b. Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>. **Note:** Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.
- c. Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond, and provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to the contracting agency.

SECTION 7 - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List three (3) State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. **Note:** Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

Company Name	VID #	Notice Date (mm/dd/yyyy)	Was Response Received?
<u>Dynamic Computing & Services Corporation</u>	<u>1911472534400</u>	<u>11 /03 / 2010</u>	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
<u>Castillo & Associates</u>	<u>1203156340100</u>	<u>11 /03 / 2010</u>	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
<u>RFD & Associates, Inc.</u>	<u>1742736774700</u>	<u>11 /04 / 2010</u>	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

Note: The three companies identified above are participants in Northrop Grumman's Mentor-Protégé Program. Northrop Grumman contacted an additional (fourth) HUB to participate on DBITS.

SECTION 8 - SUBCONTRACTOR SELECTION

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

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Texas Certified HUB?
<u>Dynamic Computing Services Corporation</u>	<u>1911472534400</u>	<u>See Note</u>	<u>\$TBD</u>	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No*
<u>Castillo & Associates</u>	<u>1203156340100</u>	<u>See Note</u>	<u>\$TBD</u>	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No*
<u>RFD & Associates, Inc.</u>	<u>1742736774700</u>	<u>See Note</u>	<u>\$TBD</u>	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No*

* Note: Northrop Grumman's goal is to subcontract 33% of the contract value to the HUBs. The experience of each HUB is different and not all can perform all types of work. How the 33% is spread among the HUBs cannot be determined in advance but will depend on the type of work Northrop Grumman receives and the qualifications of the individual HUBs to perform the specific work.

*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

Enter your company's name here: Northrop Grumman Systems CorporationSolicitation #: DIR-SDD-TMP-158

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage2.doc>.

SECTION 3 - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # 3 Description: Project Management**SECTION 4 - MENTOR-PROTÉGÉ PROGRAM**

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

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

SECTION 5 - PROFESSIONAL SERVICES CONTRACTS ONLY

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

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

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

In accordance with Gov't Code §2254.004, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.

SECTION 6 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

- Provide written notification of the subcontracting opportunity listed in SECTION 3 to **three (3)** or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at <http://www2.cpa.state.tx.us/cmb/cmbhub.htm>, and its HUB Directory, found at <http://www2.cpa.state.tx.us/cmb/hubonly.htm>, to identify available HUBs. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than **five (5) working days** from their receipt of notice to respond, **and** provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than **five (5) working days** prior to the submission of your response to the contracting agency.

SECTION 7 - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List **three (3)** State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**

Company Name	VID #	Notice Date (mm/dd/yyyy)	Was Response Received?
<u>Dynamic Computing & Services Corporation</u>	<u>1911472534400</u>	<u>11 /03 / 2010</u>	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
<u>Castillo & Associates</u>	<u>1203156340100</u>	<u>11 /03 / 2010</u>	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
<u>RFD & Associates, Inc.</u>	<u>1742736774700</u>	<u>11/04 / 2010</u>	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

Note: The three companies identified above are participants in Northrop Grumman's Mentor-Protégé Program. Northrop Grumman contacted an additional (fourth) HUB to participate on DBITS.

SECTION 8 - SUBCONTRACTOR SELECTION

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

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Texas Certified HUB?
<u>Dynamic Computing Services Corporation</u>	<u>1911472534400</u>	<u>See Note</u>	<u>\$TBD</u>	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No*
<u>Castillo & Associates</u>	<u>1203156340100</u>	<u>See Note</u>	<u>\$TBD</u>	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No*
<u>RFD & Associates, Inc.</u>	<u>1742736774700</u>	<u>See Note</u>	<u>\$TBD</u>	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No*

Note: Northrop Grumman's goal is to subcontract 33% of the contract value to the HUBs. The experience of each HUB is different and not all can perform all types of work. How the 33% is spread among the HUBs cannot be determined in advance but will depend on the type of work Northrop Grumman receives and the qualifications of the individual HUBs to perform the specific work.

*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

Enter your company's name here: Northrop Grumman Systems Corporation

Solicitation #: DIR-SDD-TMP-158

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage2.doc>.

SECTION 3 - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # 4 Description: Technology Upgrade/Migration and Transformation

SECTION 4 - MENTOR-PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

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

SECTION 5 - PROFESSIONAL SERVICES CONTRACTS ONLY

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

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

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

In accordance with Gov't Code §2254.004, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.

SECTION 6 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

- a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to **three (3)** or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at <http://www2.cpa.state.tx.us/cmb/cmbhub.html>, and its HUB Directory, found at <http://www2.cpa.state.tx.us/cmb/hubonly.html>, to identify available HUBs. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- b. Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- c. Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than **five (5) working days** from their receipt of notice to respond, **and** provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than **five (5) working days** prior to the submission of your response to the contracting agency.

SECTION 7 - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List **three (3)** State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**

Company Name	VID #	Notice Date (mm/dd/yyyy)	Was Response Received?
<u>Dynamic Computing & Services Corporation</u>	<u>1911472534400</u>	<u>11 /03 / 2010</u>	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
<u>Castillo & Associates</u>	<u>1203156340100</u>	<u>11 /03 / 2010</u>	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
<u>RFD & Associates, Inc.</u>	<u>1742736774700</u>	<u>11 /04 / 2010</u>	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

Note: The three companies identified above are participants in Northrop Grumman's Mentor-Protegee Program. Northrop Grumman contacted an additional (fourth) HUB to participate on DBITS.

SECTION 8 - SUBCONTRACTOR SELECTION

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

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Texas Certified HUB?
<u>Dynamic Computing Services Corporation</u>	<u>1911472534400</u>	<u>See Note</u>	<u>\$TBD</u>	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No*
<u>Castillo & Associates</u>	<u>1203156340100</u>	<u>See Note</u>	<u>\$TBD</u>	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No*
<u>RFD & Associates, Inc.</u>	<u>1742736774700</u>	<u>See Note</u>	<u>\$TBD</u>	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No*

Note: Northrop Grumman's goal is to subcontract 33% of the contract value to the HUBs. The experience of each HUB is different and not all can perform all types of work. How the 33% is spread among the HUBs cannot be determined in advance but will depend on the type of work Northrop Grumman receives and the qualifications of the individual HUBs to perform the specific work.

*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

Enter your company's name here: Northrop Grumman Systems Corporation Solicitation #: DIR-SDD-TMP-158

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage2.doc>.

SECTION 3 - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # 5 Description: Application Development

SECTION 4 - MENTOR-PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

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

SECTION 5 - PROFESSIONAL SERVICES CONTRACTS ONLY

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

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

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

In accordance with Gov't Code §2254.004, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.

SECTION 6 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

- a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to three (3) or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at <http://www2.cpa.state.tx.us/cmb/cmbhub.html>, and its HUB Directory, found at <http://www2.cpa.state.tx.us/cmb/hubonly.html>, to identify available HUBs. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.
- b. Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.
- c. Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond, and provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to the contracting agency.

SECTION 7 - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List three (3) State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

Company Name	VID #	Notice Date (mm/dd/yyyy)	Was Response Received?
<u>Dynamic Computing & Services Corporation</u>	<u>1911472534400</u>	<u>11 /03 / 2010</u>	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
<u>Castillo & Associates</u>	<u>1203156340100</u>	<u>11 /03 / 2010</u>	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
<u>RFD & Associates, Inc.</u>	<u>1742736774700</u>	<u>11 / 04 / 2010</u>	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

Note: The three companies identified above are participants in Northrop Grumman's Mentor-Protegee Program. Northrop Grumman contacted an additional (fourth) HUB to participate on DBITS.

SECTION 8 - SUBCONTRACTOR SELECTION

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

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Texas Certified HUB?
<u>Dynamic Computing Services Corporation</u>	<u>1911472534400</u>	<u>See Note</u>	<u>\$TBD</u>	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No*
<u>Castillo & Associates</u>	<u>1203156340100</u>	<u>See Note</u>	<u>\$TBD</u>	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No*
<u>RFD & Associates, Inc.</u>	<u>1742736774700</u>	<u>See Note</u>	<u>\$TBD</u>	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No*

Note: Northrop Grumman's goal is to subcontract 33% of the contract value to the HUBs. The experience of each HUB is different and not all can perform all types of work. How the 33% is spread among the HUBs cannot be determined in advance but will depend on the type of work Northrop Grumman receives and the qualifications of the individual HUBs to perform the specific work.

*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

Enter your company's name here: Northrop Grumman Systems Corporation

Solicitation #: DIR-SDD-TMP-158

SECTION 9 - SELF PERFORMANCE JUSTIFICATION

(If you responded "No" to SECTION 2, you must complete SECTION 9 and 10.)

Does your response/proposal contain an explanation demonstrating how your company will fulfill the entire contract with its own resources?

☐ - **Yes** If Yes, in the space provided below, list the specific page/section of your proposal which identifies how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.

☐ - **No** If No, in the space provided below, explain how your company will perform the entire contract with its own equipment, supplies, materials, and/or employees.

SECTION 10 - 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 are true and correct. Respondent understands and agrees that, if awarded any portion of the solicitation:

- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying their compliance with the HSP, including the use/expenditures they have made to subcontractors. (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to their HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to debarment pursuant to Gov't Code §2161.253(d).
- 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 to be performed and must provide documents regarding staff and other resources.

Signature on File
Signature

Tommy E. Johnson
Printed Name

Subcontracted Manager
Title

Dec. 3, 2010
Date

3. Description of Services as Amended

Selection of the Contractor includes an evaluation of the Contractor's approach and methodology for performing the services described below.

Project Management

Provide full-time project management support of the combined NGS help desk / development and maintenance functions.

Provide project oversight, monitoring and recommendations to validate that the NGS help desk is executed in accordance with TEA and NGS Consortium requirements.

Design and develop an electronic call tracking system to record the quantity, type and status of calls received at the help desk.

Meet twice a month with the TEA Migrant Education Director, or designee(s), through onsite meetings or telephone conferences, to provide project status and regular communication.

Monitor NGS data entered by End-users.

Provide toll free number, fax number, and email inbox for NGS Help Desk to be operational by December 1, 2013.

Northrop Grumman Response:

Northrop Grumman will provide the following project management services:

Full-time project management support of the combined TEA NGS help desk / website development and maintenance functions.

Project oversight, monitoring and recommendations to validate that the NGS help desk is executed in accordance with TEA and NGS Consortium requirements. Northrop Grumman's PM will validate that data being entered into the NGS application is being monitored on a daily basis. NGS data monitoring will be performed in the following manner:

Northrop Grumman's NGS Help Desk operators are experienced with the NGS database and website application, providing them with the ability to efficiently monitor and verify the accuracy of data in NGS.

The Northrop Grumman NGS programmers will work closely with the NGS Help Desk staff to generate and fine tune queries, so that NGS Help Desk operators can be alerted when possible erroneous data was entered into the NGS system. Operators can then contact the Texas Migrant Program's NGS data specialist or end user to verify accuracy and completeness of the data being entered. The NGS Operators will work with the end user to make any edits or corrections to the data in the NGS database.

Electronic call tracking utilizing WonderDesk™ software to record the quantity, type and status of contacts (email and phone) received at the help desk.

The designated Northrop Grumman PM will meet twice a month with the TEA Migrant Education Director, or designee(s), through onsite meetings or telephone conferences, to provide project status and regular communication.

Northrop Grumman's NGS Help Desk operators will perform data queries of the database, run reports and run the NGS Clean Up routine to monitor NGS data entered by End-users.

Northrop Grumman will provide a toll free number, fax number, and email inbox for NGS Help Desk to be operational by December 1, 2013.

Northrop Grumman Program Management Approach and Methodology

Figure 1 - Program Management Approach depicts our integrated Program Management approach with proven, standard processes supporting our staff in providing the high-level support our clients have come to expect from us. This methodology applies industry best practices and our history of successfully designing, deploying, transitioning, operating, and maintaining large mission-critical systems and Infrastructures.

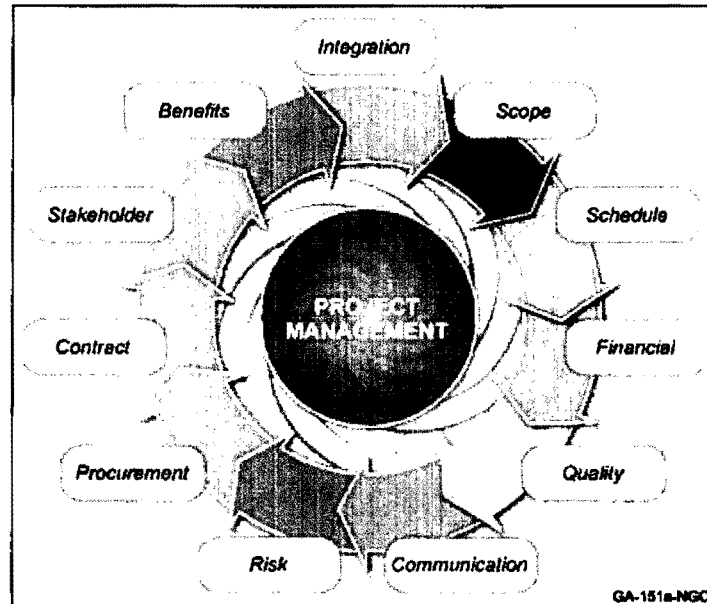


Figure 1 Program Management Approach

Integration Management - Project Integration Management is a group of processes required to properly coordinate the various elements of the project. The following processes are part of Project Integration Management:

- Develop preliminary project scope statement
- Develop Project Management Plan
- Direct and manage project execution
- Monitor and control project work
- Integrated change control
- Close project

Scope Management - These activities describe the project scope (features and requirements) through the Work Breakdown Structure (WBS). The Project Scope Management Plan documents how the project scope will be defined, managed, controlled, verified, and communicated to the project team and stakeholders/customers. It also includes all work required to complete the project. The documents are used to control what is in and out of the scope of the project by the use of a Change Management system. Items deemed out of scope go directly through the change control process and are not automatically added to the project work items.

Schedule Management - A schedule consists of a list of a project's terminal elements with intended start and finish dates. The development and maintenance of the project schedule could be the responsibility of a full-time scheduler or team of schedulers, depending on the size of the project. For smaller projects the Project Manager will develop and maintain the schedule. Northrop Grumman uses Microsoft Project to manage, share, and communicate schedule information.

Human Resource Management - The Northrop Grumman Team has an effective Resource Management process to confirm that the right resources are available at the right time to meet the demands of the State. The Resource Management process includes:

- Provide, efficiently and effectively, all resources required by the program and its projects on a rolling basis
- Enable projects to meet their schedule, budget, and business case by the timely acquisition, maintenance, and release of quality resources
- Track acquisition and usage of all program resources
- Meet cost and other metrics criteria for resources, as established by the Resource Plan
- Monitor the quality, timeliness, and effectiveness of vendors and other resources to verify that they fulfill their requirements

Communications Management - This area focuses on communicating project information, including expectations, goals, needs, resources, status reports, budgets, and purchase requests on a regular basis. Communication keeps the State of Texas agencies up to date on the project progress and facilitates buy-in and ownership of major project decisions and milestones.

Risk Management - Our process includes Risk Management and planning, risk identification, risk analysis, and risk handling, which address risk in four ways: acceptance, mitigation, avoidance, or transference. The process also involves risk monitoring and tracking to manage the risks appropriately. We monitor risks and mitigation strategies throughout the project using a risk response register. Risk documentation is part of our Risk Management process and includes a Risk Mitigation Plan, which is an outcome of planning the program processes and developing the program plan.

Technical Support

Provide full time support of the help desk hardware, and software infrastructure.

Provide NGS ad hoc reports required by TEA, Consortium Member States, and NGS End-users.

Assist TEA, NGS Consortium Member State and NGS End-users with usage of the Report Generator function on NGS.

Provide Beta testing of the NGS application changes and builds, and document feedback to TEA and NGS Programmers.

Monitor potential duplicate students by creating monthly potential duplicate student reports, notifying end-users of potential duplicates, overseeing merge process and providing electronic feedback to TEA on potential duplicates and on students merged.

Create, install, and maintain help desk call tracking software which will be used to provide monthly Help Desk Reports that will log the number and status of NGS and MSIX calls received at the NGS Help Desk.

Assist NGS Programmers and TEA by working with NGS reports to assist in MSIX Interface efforts.

Assist TEA with MSIX data validation, password issuance, training and other duties as they arise.

Assist TEA with password maintenance for NGS and MSIX.

Northrop Grumman Response:

Northrop Grumman will provide the following technical support services:

Support for the Help Desk hardware and software infrastructure during normal business hours, 8:00 a.m. – 5:00 p.m. Central Time, excluding National and State of Texas holidays. Northrop Grumman staff includes System Administrators which are experienced with the NGS hardware and software applications to maintain the Help Desk infrastructure and verify complete operational capabilities.

Help Desk operators will have direct access to the database with full capability to run queries on the NGS production database and produce Ad-hoc reports.

Experienced operators in the use of the Report Generator, and with their ability to access the NGS programmers they are uniquely qualified to assist TEA, NGS Consortium member states, and NGS end users with the use of the Report Generator.

Help Desk operators will provide complete beta testing of NGS application changes and new build items. The operators will be fully involved with the testing of the items and provide immediate feedback to the NGS programmers which will increase the speed in which new build items can be implemented. All NGS application changes and build testing feedback will be documented and transmitted to designated TEA staff along with the NGS programmers to verify that all changes and builds are thoroughly tested in accordance with the build item requirements and schedule.

Create an automated script that will run the duplicate report on a nightly basis so that the help desk operators can work with the designated TEA staff and/or State Migrant staff to verify the accuracy of the duplicate entries. The help desk operators will perform record merges or deletions as necessary, document the results and notify all parties involved.

Provide help desk contact (email and phone) tracking software, WonderDesk™, which will provide the targeted information to generate the monthly Help Desk reports. The Help Desk operators will assist the Project Manager in reviewing and ensuring the accuracy of the monthly reports. The NGS System Administrator assisted by the NGS programmers will be responsible for maintaining the call tracking software.

ATTACHMENT 1

Help Desk operators will perform other related duties as they arise with the understanding that these other related duties cannot negatively impact the daily level of effort for Help Desk operations. In the event that other related duties interfere with the completion of the daily scheduled activities, then both Northrop Grumman and TEA will discuss the option of adding additional staff to provide the desired level of support. Other related duties include but are not limited to:

Assisting the NGS Programmers and TEA by working with NGS reports to assist in MSIX interface efforts;
Assisting TEA with MSIX data validation, password issuance, training and other duties as they arise;
Assist TEA with password maintenance for NGS and MSIX.

Help Desk Services

Answer the NGS Help Desk toll-free number from the hours of 8:00 a.m. to 5:00 p.m. Central Time during the normal TEA business calendar schedule.

Use call tracking software to record the number and status of calls made to the NGS Help Desk.

Provide monthly reports to TEA in agreed upon format.

Monitor the NGS Help Desk mailbox. Provide monthly reports to TEA in agreed upon format.

Answer NGS End-user(s) questions about the NGS and MSIX application.

Resolve NGS End-user(s) issues with NGS and MSIX application errors.

Escalate unresolved NGS and MSIX application problems to the NGS Programmer Development Team.

Provide regularly scheduled NGS application training sessions via internet and voice conference calls on a bi-weekly basis.

Develop, maintain and update along with system builds, an NGS User Manual according to TEA specifications.

Provide an NGS Trainer for Texas and Consortium States who is knowledgeable about the Texas MEP and the NGS web-based application and End-user requirements. NGS Trainer will train on-site, as requested, Education Service Centers (ESC) and other NGS End-users as specified by designated TEA staff, including participating in the development of the annual NGS training for ESCs, as needed. This trainer will also create training webinars as needed or as requested by TEA.

Other related duties as assigned by TEA.

Northrop Grumman Response:

Northrop Grumman will provide the following Help Desk services:

Provide a toll-free number and two phone lines for the NGS Help Desk. Northrop Grumman's NGS Help Desk operators will answer the toll free line from 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday excluding National and State of Texas holidays.

Provide contact (email and phone) tracking software, WonderDesk™, that will at a minimum provide the following required information for the monthly reports:

The number of contacts (email and phone) received;

The type of contacts (email and phone) received;

The status of contacts (email and phone) received.

Monitor the help desk email mailbox that will be used by NGS end-users to submit questions or problems with the NGS application. The Help Desk operators will monitor this mailbox and respond to submitter requests as follows:

Open a trouble ticket in the help desk software

Investigate the issue to duplicate the problem

Identify the problem. If the problem is a system error then escalate to the NGS programmers to fix. If the problem is with the proper use of the system by the end user the operators will contact the submitter to instruct them on the proper use of the NGS application.

Close out the trouble ticket in the help desk software.

Northrop Grumman will produce monthly reports of mailbox activity in a mutually agreed format to meet TEA needs.

Assist in answering end user questions regarding the NGS and MSIX applications.

Assist in the resolution of end user issues with the NGS and MSIX applications. The NGS Help Desk operators will place trouble calls to the federal MSIX Help Desk to track and resolve application issues.

Operators will escalate unresolved NGS and MSIX application problems to the NGS Project Manager and/or NGS programmers. Additionally, Northrop Grumman has worked closely with the MSIX programmer team and will use that relationship to address MSIX application issues that have not been resolved through the MSIX Help Desk.

Provide regularly scheduled NGS application training sessions via internet and voice conference calls on a bi-weekly basis.

Develop, maintain and update an NGS User Manual using the NGS Guidelines and its knowledge of the NGS application. Northrop Grumman will update the User Manual whenever hot-fix items are added to the system along with changes made for the two major application builds installed per year.

Provide an experienced NGS Trainer. The NGS Trainer will be responsible for training new NGS end users on a regular basis via the internet as well as providing on-site training to NGS Consortium member states. NGS Training will be provided up to fifty (50) hours total per month and on-site training visits will be limited to eight (8) total onsite visits per year. The NGS Trainer will create training webinars as needed or requested by TEA.

Operators will perform other related duties as they arise with the understanding that these other related duties cannot negatively impact the daily level of effort for Help Desk operations. In the event that other related duties interfere with the completion of the daily scheduled activities, then Northrop Grumman, TEA and NGS will discuss the option of adding additional staff to provide the desired level of support.

4. Reports and Meetings

Provide monthly help desk reports recording the quantity, type and status of calls to TEA in agreed upon format.

Provide monthly NGS help desk mailbox reports to TEA in agreed upon format.

Provide monthly documentation regarding the regularly scheduled NGS application training sessions via internet and voice conference calls.

Deliver NGS User manual according to TEA specifications by May 1, 2014, and update as needed, on an ongoing basis.

Provide semi-annual report of NGS Ad hoc reports developed for TEA, Consortium Member States and NGS End-users.

Provide semi-annual report detailing activities of the NGS Trainer for Texas and Consortium States.

Northrop Grumman Response:

Northrop Grumman will provide the following reports:

Monthly Help Desk Report – Data will include the number, type and status of call and email contacts made to the NGS Help Desk in the prior month.

Monthly Help Desk Mailbox Report – Help Desk Mailbox data requirements will be mutually agreed upon between Northrop Grumman and TEA and will be included in the Monthly Help Desk Report.

Monthly Training Report – Statistics regarding the number of training sessions held and attendance information.

NGS User Manual – The current NGS User Manual is available online to the TEA Migrant staff. Northrop Grumman will update the existing NGS User Manual after each NGS New Build implementation.

Provide a semi-annual report of NGS Ad hoc reports developed for TEA, Consortium Member States and NGS end users in a mutually agreed upon format with TEA.

Provide a semi-annual report detailing activities of the NGS Trainer for Texas and Consortium States in a mutually agreed upon format with TEA.

5 Service Level Agreement

All current system functions must be maintained and new features added, if applicable, while meeting the production operation requirements listed below.

5.1 Production Operation Requirements

Workday availability requirement (Central Time Zone): 8:00 a.m. – 5:00 p.m., Monday through Friday – 100% of time. The awarded Contractor's team must maintain coverage over the lunch hour.

Other requirements: If system down time for maintenance is required outside of the normal scheduled maintenance window (5:00 p.m. Friday to 12:00 a.m. Monday), the TEA Migrant Education Director or designee must approve and notification of down time must be scheduled in advance.

Northrop Grumman Response:

Northrop Grumman Help Desk staff will be available between the hours of 8:00 a.m. - 5:00 p.m. Central Time, Monday through Friday excluding National and State of Texas holidays. Northrop Grumman will maintain coverage over the lunch hour.

In the event system down time for maintenance is required outside of the normal scheduled maintenance window (5:00 p.m. Friday to 12:00 a.m. Monday), Northrop Grumman will request advance approval from the TEA Migrant Education Director or designee, and notification of approval must be obtained by Northrop Grumman, before such down time is implemented.

The NGS Consortium is responsible for providing all facilities items to the NGS Help Desk staff which includes, but is not limited to: power, cooling, office space, etc.

6. Period of Performance as Amended

The term of any contract resulting from this RFO shall be from contract award until August 31, 2014. TEA, at its own discretion, may extend any contract awarded pursuant to this SOW for up four (4) fiscal years under the same or different terms subject to appropriation of funds by the Texas Legislature for the project. If the contract is renewed, each renewal period shall be from the Agency's fiscal year which is from September 1 – August 31.

If a contract resulting from this SOW is awarded to a new Contractor rather than to the current Contractor, then a four (4) week transition period will be required at the beginning of the contract. This is necessary to ensure a smooth transition from the current Contractor supporting the NGS Help Desk to the new Contractor.

Northrop Grumman Response:

The term of any contract resulting from this RFO will be from December 1, 2013 until August 31, 2014. TEA may extend up to four (4) additional years at its discretion at the rates listed in Attachment B – Pricing Proposal. Any optional extensions must be fully executed before the expiration of the prior fiscal year.

7. Invoices

The awarded Contractor shall submit the Services Delivered Report to the TEA Migrant Education Director within the first two (2) working days of each month as described in the TEA Vendor Guide. Once the TEA Migrant Education Director or designee(s) has approved the Services Delivered report, then the Awarded Contractor shall submit an invoice in the same format. The invoice shall be emailed to TEA Accounts Payable, TEAAccountsPayable@tea.state.tx.us or mailed to the address below:

Texas Education Agency
Accounts Payable Division, Rm. 2-130
1701 North Congress Avenue
Austin, TX 78701-1494

Northrop Grumman Response:

Northrop Grumman will submit the monthly invoice to TEA within seven (7) business days after the close of the prior month. The invoice will be emailed to TEA Accounts Payable, TEAAccountsPayable@tea.state.tx.us or mailed to the address below:

Texas Education Agency
Accounts Payable Division, Rm. 2-130
1701 North Congress Avenue
Austin, TX 78701-1494

8. Contractor Work Hours, Transition and FERPA

The awarded Contractor staff is required to be on-site every day from 8:00 a.m. to 5:00 p.m. Central Time on regular State business days unless the Awarded Contractor makes prior arrangements with the TEA Migrant Education Director or designee(s). The schedule of State holidays for fiscal year 2014, ending on August 31, 2014, is available at <http://sao.hr.state.tx.us/Compensation/holidays.html>. Occasional late night and weekend technical support may be required to fulfill the requirements specified in this SOW.

Northrop Grumman Response
Attachment 2 – Pricing Proposal as Amended
DBITS RFO #701-14-018

Category	FY14 Fixed Price Per Month Dec 13-Aug 14	FY15 Fixed Price Per Month Sep 14-Aug 15	FY16 Fixed Price Per Month Sep 15-Aug 16	FY17 Fixed Price Per Month Sep 16-Aug 17	FY18 Fixed Price Per Month Sep 17-Aug 18
Help Desk	\$21,903.77	\$22,864.77	\$24,367.77	\$25,749.77	\$26,646.77
Project Management	\$2,870.77	\$3,007.77	\$3,210.77	\$3,397.77	\$3,517.77
Technical Support	\$640.77	\$672.77	\$718.87	\$761.77	\$789.77
Other – Phone Lines, Desktops for Agents, Trainer Travel, Misc.	\$1,695.77	\$1,308.77	\$1,095.77	\$1,095.77	\$1,095.77
Total Firm Fixed Price Per Month	\$27,111.08	\$27,854.08	\$29,393.18	\$31,005.08	\$32,050.08
Fiscal Year Total Firm Fixed Price	\$243,999.72	\$334,248.96	\$352,718.16	\$372,060.96	\$384,600.96
Grand Total - All Services, All Years					\$1,687,628.76

Prices are a firm fixed price per month for each fiscal year. The total firm fixed price per month will be invoiced monthly in arrears with net 30 day payment terms.

Northrop Grumman Pricing Assumptions for Attachment B – Pricing Proposal
The NGS Consortium is responsible for all office space, Server hardware, Server software, membership fees and subscriptions required for this project, excluding the WonderDesk™ Help Desk and Citrix GoToMeeting™ software.
Northrop Grumman will provide Desktop Computers, a toll-free number, two (2) phone lines and phone system help desk software for the Northrop Grumman staff listed in this proposal.
The Period of Performance will cover 57 months. (A 9-month base with four 12-month option years.)
All prices include the DIR fee of .0075, effective October 1, 2013. In the event the DIR fee increases or decreases, all prices herein will be adjusted accordingly.
DBITS Master Contract DIR-SDD-2131
Northrop Grumman will provide a maximum of eight (8) training sessions per year.
All prices listed are a firm fixed price per fiscal year.
Services are non-severable.

**Northrop Grumman Response
Attachment 2 – Pricing Proposal as Amended**

DBITS RFO #701-14-018

Exhibit J-2

	FY2014	FY 2015	FY 2016	FY 2017	FY2018
Help Desk	\$ 219,037.70	\$ 274,377.24	\$ 292,413.24	\$ 308,997.24	\$ 319,761.24
Project Management	\$ 28,707.70	\$ 36,093.24	\$ 38,529.24	\$ 40,773.24	\$ 42,213.24
Technical Support	\$ 6,407.70	\$ 8,073.24	\$ 8,626.44	\$ 9,141.24	\$ 9,477.24
Other - Phone lines Desktops for Agents, Trainer Travel, Misc.	\$ 16,957.70	\$ 15,705.24	\$ 13,149.24	\$ 13,149.24	\$ 13,149.24
Totals	\$ 243,999.72	\$ 334,248.96	\$ 352,718.16	\$ 372,060.96	\$ 384,600.96
Grand Total					\$ 1,687,628.76



Northrop Grumman's Proposal Response

**Deliverables-Based Information Technology Services (DBITS) Statement of Work (SOW) Request
for Offer (RFO) 701-14-018, New Generation System Help Desk**