

STATE OF TEXAS §

COUNTY OF TRAVIS §

<b>Division/Org Code:</b>	900	<b>Program Name:</b>	Micro-Credentialing Pilot Program
<b>Speed Chart:</b>	7P439	<b>Legal/Funding Authority:</b>	GAA, Article III, Rider 59, 84 <sup>th</sup> Legislature, 2015
<b>Payee Name:</b>	Bloomboard, Inc.	<b>Contract #:</b>	3697
<b>Payee ID:</b>	12721382310	<b>PO #:</b>	36356

## 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 Bloomboard, Inc. ("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 contract period. The period of this contract is from the last date of signature of this contract award to August 31, 2017, unless extended or terminated as otherwise provided. TEA, at its own discretion, may extend the contract for up to two (2) additional fiscal years under the same or different terms subject to appropriation of funds by the Texas Legislature for this project. If renewed, the first renewal period shall be from September 1, 2017 through August 31, 2018; and the second renewal period shall be from September 1, 2018 through August 31, 2019.

### ARTICLE III. PURPOSES OF CONTRACT

BloomBoard, Inc. shall develop and implement micro-credentialing opportunities to "develop competency-based modules that focus on participants' actual skills and abilities and requires them to demonstrate their proficiency before being awarded their micro-credentials or digital badges that can be shared across platforms." The TEA expects to pilot the micro-credentialing program in selected Texas districts, with a stated goal of creating "training modules that will focus on required trainings and provide an innovative way to demonstrate proficiency and acquire digital badges. This pilot will also provide a way to collect the data in a meaningful and effective way and the ability for teachers and school board members to keep track of completion of required trainings." 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 \$550,900.00 for the performance, satisfactory to the TEA, of Contractor's functions and duties under this Contract. Payment to Contractor by TEA will be made in accordance with the **Attachment 1**, Final Budget and Task Activity Plan dated March 14, 2017, 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)
- ☒ TEA Invoice Template

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

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

**ARTICLE VI. ENTIRE CONTRACT**

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

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

Typed name: Jason C. Lange  
Typed title: Chief Executive Officer

DocuSigned by:  
  
014876098800450  
Authorized Signature

**THIS SECTION RESERVED FOR TEA USE.**

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

AGREED and accepted on behalf of Agency on March 28, 2017 (month/day/year) by a person authorized to bind Agency.

Return signed copy to  
[TEAContracts@tea.texas.gov](mailto:TEAContracts@tea.texas.gov)

  
Kara Belew  
Deputy Commissioner Finance Administration

## APPENDIX 1

- A. The definitions of terms in the Terms and Conditions are incorporated herein.
- B. The attached proposal entitled Request for Proposal #701-17-015, Micro-Credentialing Pilot Program is incorporated herein by reference and is therefore made a part of this contract.
- C. The terms, conditions, and requirements contained in the Request for Proposal entitled "Micro-Credentialing Pilot Program" , with a closing date of January 3, 2017, and identified as RFP #701- 17-015, are incorporated herein by reference, although in the event of conflict the TEA Standard Terms and Conditions 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:
  - 1. Special Provisions A, Program Specific
  - 2. Texas Education Agency Terms and Conditions of the Standard Contract;
  - 3. The Standard Contract, inclusive of all appendices;
  - 4. **Attachment 1** - Final Budget and Task Activity Plan dated March 14, 2017;
  - 5. **Attachment 2** - Description of Services, Contractor's Best and Final Offer (BAFO) dated February 2, 2017;
  - 6. **Exhibit 1** - Contractor's Proposal to the Texas Education Agency entitled Micro-Credentialing Pilot Program submitted January 3, 2017; and,
  - 7. **Exhibit 2** -The Request for Proposal entitled "Micro-Credentialing Pilot Program" released, November 29, 2016.

E. Description of Services:

BloomBoard, Inc. shall develop and implement micro-credentialing opportunities to "develop competency-based modules that focus on participants' actual skills and abilities and requires them to demonstrate their proficiency before being awarded their micro-credentials or digital badges that can be shared across platforms." The TEA expects to pilot the micro-credentialing program in selected Texas districts, with a stated goal of creating "training modules that will focus on required trainings and provide an innovative way to demonstrate proficiency and acquire digital badges. This pilot will also provide a way to collect the data in a meaningful and effective way and the ability for teachers and school board members to keep track of completion of required trainings." See **Attachment 2**, BAFO/Description of Services, dated, February 2, 2017, herein, and in the appendices to this Contract, which are attached hereto and incorporated by reference.

F. Budget:

**Attachment 1** -Final Budget/Task Activity Plan, dated March 14, 2017. Payment shall be monthly upon completion of designated tasks/activities.

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

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

**ATTACHMENT 1**  
**Contractor's Final Budget and Task Activity Plan, dated, March 14, 2017,**  
**is here incorporated by reference.**

**RFP 701-17-015, MICRO-CREDENTIALING PILOT PROGRAM, CONTRACTOR, BLOOMBOARD, INC.**

**ATTACHMENT 1 -FINAL TASK ACTIVITY PLAN, DATED, MARCH 15, 2017**

<b>Deliverable Number</b>	<b>Task/Subtask/Subtask Items</b>	<b>Deliverable Type</b>	<b>Responsible Party</b>	<b>Timeline</b>	<b>Cost</b>
<b>Kickoff and Project / Implementation Management</b>					
	Project kickoff meeting w/TEA and partners to determine project plan, number of pilot districts, and implmentation timeline	Meeting	BloomBoard	April	7,500
1.5.7	Project kickoff meeting attendance	Meeting	Learning Forward	April	5,000
1.5.7	Project kickoff meeting attendance	Meeting	Digital Promise	April	5,000
<b>Recruitment</b>					
	Development of program description/outcomes/marketing materials/application	Planning	Learning Forward	4.1.17 to 4.30.17	6,000
1.5.7.2	Review/selection of systems (1-day onsite meeting hosted by LF)	Planning	Learning Forward	May	12,500
	Notification of participating districts/initial calls with each system/virtual kickoff meeting for constituent groups	Marketing	Learning Forward	May	6,000
1.5.7.2	Dissemination/distribution through media channels	Marketing	Learning Forward	April to June	7,500
<b>Micro-credential (MC) Development</b>					
1.5.7.4.a	Development of Teacher Effectiveness MCs	6 MC's	Relay	see below	25,000
1.5.7.4.a	Development of Collections	~6 Collections	Relay	see below	25,000
1.5.7.4.a	Submission to TEA (3-week review period)	NA	Relay	4.30.17	incl.
1.5.7.4.a	Revision of MCs based on TEA feedback	NA	Relay	5.15.17	incl.
1.5.7.4.a	Revision of Collections based on TEA feedback	NA	Relay	5.15.17	incl.
1.5.7.4.a	Launch of pilot	NA	Relay	6.1.17	incl.
1.5.7.4.a	Developer review of pilot responses	NA	Relay	8.1.17	incl.
1.5.7.4.a	Revisions to MCs, Collections based on pilot responses	NA	Relay	8.31.17	incl.
1.5.7.4.a	MC development support: Teacher Effectiveness MC's	6 MCs	Digital Promise	4.1.17 to 5.15.17 Deployed by 6.1.17	8,100
1.5.7.4.b	School Board Student Outcomes MC Content Development	2 MCs	Martin Consulting	see below	2,880

**RFP 701-17-015, MICRO-CREDENTIALING PILOT PROGRAM, CONTRACTOR, BLOOMBOARD, INC.**

**ATTACHMENT 1 -FINAL TASK ACTIVITY PLAN, DATED, MARCH 15, 2017**

<b>Deliverable Number</b>	<b>Task/Subtask/Subtask Items</b>	<b>Deliverable Type</b>	<b>Responsible Party</b>	<b>Timeline</b>	<b>Cost</b>
1.5.7.4.b	Submission to TEA (2-week review period)	NA	Martin Consulting	4.30.17	incl.
1.5.7.4.b	Revision of MCs based on TEA feedback	NA	Martin Consulting	5.15.17	incl.
1.5.7.4.b	Revision of Collections based on TEA feedback	NA	Martin Consulting	5.15.17	incl.
1.5.7.4.b	Launch of pilot	NA	Martin Consulting	6.1.17	incl.
1.5.7.4.b	Developer review of pilot responses	NA	Martin Consulting	8.1.17	incl.
1.5.7.4.b	Revisions to MCs, Collection based on pilot responses	NA	Martin Consulting	8.31.17	incl.
1.5.7.4.b	Stakeholder Engagement -- Planning and Execution (as directed by BloomBoard)	Consulting	Martin Consulting	nm	6,400
1.5.7.4.b	Credential Issuance	Reviewing	Martin Consulting	8.17	1,280
1.5.7.4.b	Engagement Travel: 3 day x 3 FTE at \$300/3 overnight x3 at \$450	Travel	Martin Consulting	nm	6,750
1.5.7.4.b	MC development support: Student Outcomes for School Board Members	2 MCs	Digital Promise	4.1.17 to 5.15.17 Deployed by 6.1.17	2,700
1.5.7.4.c	School Board Ethics MC Content Development: 3 MCs	7 hrs per MC	Martin Consulting	see below	1,600
1.5.7.4.c	Submission to TEA (2-week review period)	NA	Martin Consulting	4.30.17	incl.
1.5.7.4.c	Revision of MCs based on TEA feedback	NA	Martin Consulting	5.15.17	incl.
1.5.7.4.c	Revision of Collections based on TEA feedback	NA	Martin Consulting	5.15.17	incl.
1.5.7.4.c	Launch of pilot	NA	Martin Consulting	6.1.17	incl.
1.5.7.4.c	Developer review of pilot responses	NA	Martin Consulting	8.1.17	incl.
1.5.7.4.c	Revisions to MCs, Collection based on pilot responses	NA	Martin Consulting	8.31.17	incl.
1.5.7.4.c	Stakeholder Engagement --Planning and Execution (as directed by BloomBoard)	20 hrs	Martin Consulting	nm	3,200
1.5.7.4.c	Credential Issuance	4 hours	Martin Consulting	8.17	640
1.5.7.4.c	MC development support: Ethics Training for School Board Members.	1 MCs	Digital Promise	4.1.17 to 5.15.17 Deployed by 6.1.17	1,350
1.5.7.4.c	Engagement Travel: 2 day x 3 FTE at \$300/2 overnight x3 at \$450	Travel	Martin Consulting	nm	4,500
1.5.7.4.d	Development of Literacy MC's	3 MC's	Resources For Learning	see below	12,000
1.5.7.4.d	Development of Collections	~3 Collections	Resources For Learning	see below	1,000

**RFP 701-17-015, MICRO-CREDENTIALING PILOT PROGRAM, CONTRACTOR, BLOOMBOARD, INC.**

**ATTACHMENT 1 -FINAL TASK ACTIVITY PLAN, DATED, MARCH 15, 2017**

<b>Deliverable Number</b>	<b>Task/Subtask/Subtask Name</b>	<b>Deliverable Type</b>	<b>Responsible Party</b>	<b>Timeline</b>	<b>Cost</b>
1.5.7.4.d	Submission to TEA (3-week review period)	NA	Resources For Learning	6.15.17	incl.
1.5.7.4.d	Revision of MCs based on TEA feedback	NA	Resources For Learning	7.15.17	incl.
1.5.7.4.d	Revision of Collections based on TEA feedback	NA	Resources For Learning	7.15.17	incl.
1.5.7.4.d	Launch of pilot	NA	Resources For Learning	8.1.17	incl.
1.5.7.4.d	Developer review of pilot responses	NA	Resources For Learning	8.31.17	incl.
1.5.7.4.d	Revisions to MCs, Collections based on pilot responses	NA	Resources For Learning	8.31.17	incl.
1.5.7.4.d	MC development support: K-5 literacy strategies	3 MCs	Digital Promise	4.1.17 to 7.15.17 Deployed by 8.1.17	4,050
1.5.7.4.e	Development of College and Career Counseling MCs	3 MC's	Resources For Learning	see below	12,000
1.5.7.4.e	Development of Collections	~3 Collections	Resources For Learning	see below	1,000
1.5.7.4.e	Submission to TEA (3-week review period)	NA	Resources For Learning	6.15.17	incl.
1.5.7.4.e	Revision of MCs based on TEA feedback	NA	Resources For Learning	7.15.17	incl.
1.5.7.4.e	Revision of Collection based on TEA feedback	NA	Resources For Learning	7.15.17	incl.
1.5.7.4.e	Launch of pilot	NA	Resources For Learning	8.1.17	incl.
1.5.7.4.e	Developer review of pilot responses	NA	Resources For Learning	8.31.17	incl.
1.5.7.4.e	Revisions to MCs, Collection based on pilot responses	NA	Resources For Learning	8.31.17	incl.
1.5.7.4.e	MC development support: College and Career Counseling	3 MCs	Digital Promise	4.1.17 to 7.15.17 Deployed by 8.1.17	4,050
1.5.7.4.f	MC development support: Career and Technical Education (CTE)	3 MCs	Digital Promise	4.1.17 to 6.15.17 Deployed by 7.1.17	4,050
1.5.7.4.f	Submission to TEA (3-week review period)	NA	Toyota / SA Works	6.15.17	incl.
1.5.7.4.f	Revision of MCs based on TEA feedback	NA	Toyota / SA Works	7.15.17	incl.
1.5.7.4.f	Revision of Collection based on TEA feedback	NA	Toyota / SA Works	7.15.17	incl.
1.5.7.4.f	Launch of pilot	NA	Toyota / SA Works	8.1.17	incl.
1.5.7.4.f	Developer review of pilot responses	NA	Toyota / SA Works	8.31.17	incl.
1.5.7.4.f	Revisions to MCs, Collection based on pilot responses	NA	Toyota / SA Works	8.31.17	incl.
<b>Train-The-Trainer Implementation and Ongoing Pilot Support</b>					

**RFP 701-17-015, MICRO-CREDENTIALING PILOT PROGRAM, CONTRACTOR, BLOOMBOARD, INC.**

**ATTACHMENT 1 -FINAL TASK ACTIVITY PLAN, DATED, MARCH 15, 2017**

<b>Deliverable Number</b>	<b>Task/Subtask/Subtask Items</b>	<b>Deliverable Type</b>	<b>Responsible Party</b>	<b>Timeline</b>	<b>Cost</b>
1.6.6	Train the trainer planning (schedule, etc.)	Training	BloomBoard	May to June	5,000
1.6.7	Beta training for TEA	Training	BloomBoard	May to June	3,000
1.5.9	Train the trainer materials development (facilitators guide, tools/protocols, other resources, plus revisions)	Training	BloomBoard	May to June	15,000
1.5.9	Train the trainer materials review	Training	Learning Forward	May to June	5,000
1.5.9	Training for trainers (5 Programs @ \$10,000 per program)	Training	BloomBoard	6.1.17 to 8.15.17	50,000
1.5.9	Training for trainers advisory support	Training	Learning Forward	6.1.17 to 8.15.17	3,000
1.5.9	Ongoing facilitation, coaching, communication with and among pilot participants and project partners	Project Management	BloomBoard	6.1.17 to 8.15.17	15,000
1.5.9	Ongoing facilitation, communication with and among pilot participants and project partners	Project Management	Learning Forward	6.1.17 to 8.15.17	9,000
1.5.9	Ongoing facilitation, communication with and among pilot participants and project partners	Project Management	Digital Promise	6.1.17 to 8.15.17	4,000
<b>Reviewer Certification and MC Reviews</b>					
1.5.10	Develop Reviewer Certification Training Materials - Review pilot responses to select training papers and calibration sets for each MC	Consulting	Resources For Learning	7.1.17 to 8.31.17	30,000
1.5.10	Develop Reviewer Certification Training Materials for Teacher Effectiveness Program - Review pilot responses to select training papers and calibration sets for each MC	Consulting	Relay	7.1.17 to 8.31.17	25,000
1.5.10	Teacher Effectiveness Pilot MC Reviews	Reviewing	Relay	7.1.17 to 8.31.17	2,700
1.5.10	Recruit, vet 54 reviewers from ESCs	Marketing	Resources For Learning	5.1.17 to 7.1.17	6,000
1.5.10	Meeting/meal/hotel planning	Training	Resources For Learning	nm	2,000
1.5.10	Training	Training	Resources For Learning	End of August	12,000
1.5.10	Breakfast/lunch/beverages/snacks for 54 reviewers and 6 staff@\$50/day	Training	Resources For Learning	End of August	6,000
1.5.10	Meeting space	Training	Resources For Learning	End of August	2,000
1.5.10	Data analysis and reporting	Consulting	Resources For Learning	nm	6,000
1.5.10	Travel reimbursement	Travel	Resources For Learning	nm	20,000



## RFP 701-17-015, MICRO-CREDENTIALING PILOT PROGRAM, CONTRACTOR, BLOOMBOARD, INC.

## ATTACHMENT 1 -FINAL TASK ACTIVITY PLAN, DATED, MARCH 15, 2017

Deliverable Number	Task/Subtask/Subtask Items	Deliverable Type	Responsible Party	Timeline	Cost
1.5.10	Project Management	Project Management	Resources For Learning	5.1.17 to 8.31.17	8,400
<b>Technology Licenses and Maintenance Fee Agreement</b>					
	BloomBoard Platform Licenses (6 MC Programs, incl. approx. 30 pilot participants in each, and				
1.6.10	15 MCs)	Licenses	BloomBoard	ongoing	67,500
1.6.10	MC Program Setup and Configuration	Licenses	BloomBoard	ongoing	25,000
	MC Program Room Facilitation and				
1.6.10	Implementation Support	Licenses	BloomBoard	ongoing	18,750
1.6.10	Data analysis and reporting	Licenses	BloomBoard	ongoing	13,500
1.6.5	SSO Integration with Texas Gateway	Technical Integration	BloomBoard	Completed by 6.1.17	20,000
<b>Total</b>				<b>Total:</b>	<b>\$550,900</b>

## **ATTACHMENT 2**

**Description of Services, BAFO, dated, February 2, 2017,  
is here incorporated by reference**

ATTACHMENT 2, DESCRIPTION OF SERVICES/BAFO DATED FEBRUARY 2, 2017  
BLOOMBOARD, INC.  
RFP #701-17-015, MICRO-CREDENTIALING PILOT PROGRAM

**PROJECT PROPOSAL AMENDMENT 1**  
**Submitted to the**  
**Texas Education Agency**  
**Purchasing, Contracts and Agency Services Division**  
**RFP #: 701-17-015**

TITLE OF PROPOSED PROJECT:	<b>Micro-Credentialing Pilot Program</b>
PROPOSER ORGANIZATION:	BloomBoard, Inc. 227 Forest Avenue Palo Alto, California 94301
PROPOSER ORGANIZATION IDENTIFICATION NUMBER:	27-2138231
PROJECT ADMINISTRATOR:	Jason C. Lange, CEO 203.675.9848 jclange@bloomboard.com
PROPOSAL TRANSMITTED BY:	Jason C. Lange, CEO 203.675.9848 jclange@bloomboard.com
CONTRACTING OFFICER:	Jason C. Lange, CEO 203.675.9848 jclange@bloomboard.com
DURATION OF PROJECT:	February 1, 2017- August 31, 2017
TOTAL BUDGET FOR PROPOSED PROJECT:	\$550,900
CONTAINS PROPRIETARY INFORMATION:	Proposal contains proprietary information.
ACCEPTANCE OF TERMS AND CONDITIONS:	We hereby accept by the submission of the proposal the Execution of Offer, "Contract Terms and Conditions, Affirmations and Proposal Preferences," with the exceptions set forth in Exhibit M.
DATE SUBMITTED:	February 2, 2017

ATTACHMENT 2, DESCRIPTION OF SERVICES/BAFO DATED FEBRUARY 2, 2017  
BLOOMBOARD, INC.  
RFP #701-17-015, MICRO-CREDENTIALING PILOT PROGRAM

*1.5.7.4. In coordination with the TEA create all or some of the following micro-credentialing initiatives for participant audiences to pilot in selected districts to be ready to implement by dates specified below:*

*1.5.7.4.a. Teacher Effectiveness, including high-leverage strategies for lesson design, classroom management, and rigorous interactions with students Audience: All grade level teachers Desired Start Date: June 1, 2017*

*1.5.7.4.b. Focusing on Student Outcomes Training based on TEA developed materials Audience: School Board Members Desired Start Date: June 1, 2017*

*1.5.7.4.c. School Governance Ethics Training based on TEA developed materials Audience: School Board Members Desired Start Date: June 1, 2017*

*1.5.7.4.d. Literacy strategies for teachers aligned with content presented in the Texas Reading Academies, grades K-5. Audience: K-5th grade teachers Desired Start Date: August 1, 2017*

*1.5.7.4.e. College and career counseling, including information about high school endorsements, industry-based certifications, and post-secondary opportunities aligned to high-demand job opportunities and degree programs. Audience: Teachers, community-based organization member, other potential college and career counseling mentors/providers Desired Start Date: July 1, 2017*

*1.5.7.4.f. Career and technical education for hard-to-staff courses related to industry based certifications and stackable post-secondary credentials aligned to high-demand job opportunities (to be identified by TEA) Audience: Individuals with specific industry-based expertise, as identified by groups, industry groups, or districts Desired Start Date: August 1, 2017.*

**1. Teacher Effectiveness Program (RFP Section 1.5.7.4.a)**

BloomBoard, Digital Promise, and subcontractor Relay Graduate School of Education (Relay) will collaborate with the TEA to create a Program of MC's focused on high-leverage strategies for lesson design, classroom management, and rigorous interactions with students. The audience for this Program will be all grade level teachers, and the program will be ready for the pilot districts by June 1, 2017. The team anticipates that the initial Teacher Effectiveness Program will include six MC's, each of which will be associated with Collections of resources designed to further the teachers' knowledge of each topic prior to submittal of their MC applications.

Relay, in partnership with Doug Lemov and the Teacher Like a Champion Team at Uncommon Schools, is proposing a set of MC's aligned to the content from the text Teach Like a Champion 2.0 using actual evidence from their teachers' classrooms to help educators explore and improve their teaching practice. Evidence submitted for the MC's might include recordings of instructional delivery, student work samples, or lesson plans. Teachers will learn to reflect on and analyze their own evidence and cultivate reflection skills (T-TESS Domain 4) that facilitate transfer of new learning into classroom practice (T-TESS Domains 1-3). Evidence specifically enables teachers to question and understand what they are doing (based on observable data), as compared to what is considered exemplary (according to the standards). All MC's will be aligned to the Texas Teacher Evaluation and Support System (T-TESS) framework.

For the purposes of the pilot, Relay proposes to develop an initial Program of six MC's to help teachers use high-leverage strategies from the Teach Like a Champion text to enhance student learning. Relay looks forward to working with TEA to identify the specific topics for the MC's in this Program.

*1.5.10 Provide technical assistance support to review and vet the micro-credentialing submissions during the implementation of their timeline.*

For the pilot phase, with the exception of the Teacher Effectiveness Program, BloomBoard will work with subcontractor RFL to create a MC certification process whereby RFL will provide on site and online training sessions, using reviewer certification MC's, to certify ESC and/or district leaders within the pilot districts to review MC's submissions. The MC reviewer certification process will be designed to ensure inter-rater reliability.

For the Teacher Effectiveness Program, BloomBoard will work with subcontractor Relay to provide initial MC reviews, while simultaneously developing a process for certifying reviewers similar to the process created with RFL outline above.

Ultimately, for all programs, we are proposing to certify reviewers through a certification micro-credential, in order to enable the TEA to efficiently scale the review process to all districts throughout the state. The proposed process for the pilot period is described in Exhibit S.

*1.6.9 Content created as a result of this project is the property of TEA. Content must be created in a format that:  
1.6.9.1 ensures interoperability across multiple learning management systems and  
1.6.9.2 guarantees persistence of content (i.e., free from any proprietary systems) beyond the contract end date.*

Except for the MC content associated with the Teacher Effectiveness Program, all MC content created pursuant to this project will be the property of the TEA. Teacher Effectiveness Program MC content is the property of subcontractor Relay, however, Relay will provide a license to TEA to use the Teacher Effectiveness Program MC content throughout the state of Texas. TEA may offer all other Program content for widespread use (throughout Texas, and beyond) while maintaining the desired property rights by licensing the content using Creative Commons licenses, as is the case for all MC's currently offered publicly on [www.bloomboard.com](http://www.bloomboard.com):

*Except where otherwise noted, this work is licensed under:  
Creative Commons Attribution-NonCommercial-NoDerivatives 4.0 International (CC BY-NC-ND 4.0)  
<http://creativecommons.org/licenses/by-nc-nd/4.0/>*

While BloomBoard proposes to host all TEA MC Program content within a dedicated TEA Hub on [www.bloomboard.com](http://www.bloomboard.com), the TEA will be free to migrate the content across multiple learning management systems as desired, subject to the approval of Relay for the Teacher Effectiveness content. Via contract terms, BloomBoard and the TEA will guarantee persistence of content beyond the contract end date, except for Teacher Effectiveness content, which will be subject to an ongoing licensing agreement.

## SECTION II: Management Plan for the Project (RFP Section 3.3)

*The Proposer must provide satisfactory evidence of capability to manage and coordinate the types of activities described in the RFP and to produce the specified product or service on time. To provide information on qualifications to accomplish the described tasks, proposers must include in this section the following information:*

*3.3.1 Structure of the organization*

*3.3.2 Indications of the ability to perform the tasks described in section 1.5*

*3.3.3 Evidence that the Proposer has experience through working on similar projects*

*3.3.4 Three (3) current references that include the name of the Agency or entities, the nature of the project, kinds of activities that were performed by the proposer must be described, and the name and phone number of a contact person from each employing agency/entity must be provided. Names given as references will not affect the scoring. In addition, no employees of TEA can be listed in the proposal as references. They may be listed in a memo transmitting the proposal, but not in the proposal. If the proposer plans to use external consultants or subcontractors, a staff organization and resumes of consultants and/or subcontractors must be included.*

*3.3.5 Name of the Proposer's Project Manager who will direct the overall project throughout the duration of the contract as well as those of staff members who will coordinate major activities during each phase of the contract, and the time allocations that the personnel described will devote to fulfillment of the contract. Proposers must also identify the next level of authority within the organization to escalate issues throughout the term of the contract. The information will be required during the contract kick-off meeting. (Resumes of all project staff members shall be submitted as an appendix.) If the resumes include references, the references will not be considered in the review.*

### **3. Additional Subcontractors: Experience and Team Members**

As detailed above, BloomBoard and Digital Promise plan to use the following additional subcontractors for the following tasks:

- **Relay Graduate School of Education (Brent Maddin):** The Relay team members, working closely with Doug Lemov and members of the Teach Like a Champion (TLaC) team, will assist in the development of the Teacher Effectiveness Programs.

#### **a. Relay GSE History and Experience**

In 2011, Relay Graduate School of Education was granted a charter by the New York State Board of Regents and became the first stand-alone graduate school of education to emerge in the State in more than eight decades. Today, Relay's programs have expanded to include master's degrees for teachers and teaching residents, fellowships for experienced principals and a partnership with Coursera. Relay's innovative approach to graduate-level education and promising results have earned recognition from the White House, state education officials, and leaders of the nation's most recognized district and charter public schools. Relay is institutionally accredited by the Middle States Commission on Higher Education (MSCHE), the National Council for the Accreditation of Teacher Education (NCATE), and has received authorization to operate as an institution of higher education and grant graduate-level degree and certification programs in Colorado, Delaware, Illinois, Louisiana, New Jersey, New York, Pennsylvania (certification only), Tennessee, and Texas. Relay currently enrolls 2000 teachers and 500 school leaders across these sites.

#### **b. Relay / TLaC Project Team**

**Brent W. Maddin, Ed. D. – Provost, Relay Graduate School of Education – Director, Teacher:** As Provost at Relay, Brent sets the curricular vision for the institution and manages teams focused on curriculum design, institutional research, and programmatic innovation. In 2015, Brent founded TeacherSquared—a national center at Relay dedicated to increasing collaboration among teacher preparation institutions. Prior to helping launch TeacherSquared and Relay, Brent attended the Harvard Graduate School of Education starting in 2005 where he worked extensively with the Teacher Education Program. He earned his doctorate in Education Policy, Leadership, and Instructional Practice and wrote his dissertation on student attrition from charter schools. From 2003-2005 Brent served as a founding teacher at IDEA College Prep—a public charter high school dedicated to getting students from the Rio Grande Valley in South Texas into top colleges. Brent moved to Texas from Louisiana where, as a 1999 Teach For America Corps Member, he taught high school science for four years. Brent has trained new teachers at TFA Summer Institutes, TNTP content seminars, and regional science learning teams. He also co-wrote a national chemistry curriculum for TNTP. In 2002 Brent received his National Board Certification. Brent holds a BS in Biology from Arizona State University.

**Doug Lemov - Managing Director - Uncommon Schools' Teach Like a Champion team:** Doug is the author of the international bestseller *Teach Like a Champion*, a study of high performing urban teachers to make their methods concrete and replicable. It has sold nearly 1,000,000 copies and been translated into eight languages. Doug is also the author of the revised and upgraded *Teach Like a Champion 2.0*, *Practice Perfect* (co-written with Uncommon colleagues Erica Woolway and Katie Yezzi) and *Reading Reconsidered: A Practical Guide to Rigorous Literacy Instruction* (co-written with Uncommon colleagues Erica Woolway and Colleen Driggs). Prior to his work at Uncommon Schools, Doug was the Vice President for Accountability at the State University of New York's Charter Schools Institute and a founder and principal of the Academy of the Pacific Rim Charter School in Boston. He has a B.A. from Hamilton College, an M.A. from Indiana University, and an M.B.A. from Harvard Business School.

### SECTION III: Task/Activity Plan (RFP Section 3.4)

**RFP Section 3.4:** *Proposer must plan for a project starting date of no earlier than February 1, 2017, and an ending date of no later than August 31, 2017 if selected as the contractor. The proposer must submit a task/activity plan specifying to the degree possible the tasks and activities which are to be undertaken. Timelines showing beginning and ending dates for each major task are to be included, as well as the name(s) of person(s) responsible for each task. Activities must be sufficiently designed and outlined in the task/activity plan that will provide evidence of satisfactory delivery of services and products. Time frames must be logical and appropriate to complete all activities within the beginning and ending dates of the contract. Failure to meet this condition shall result in disqualification of proposal and the proposal shall receive no further consideration.*

BloomBoard is prepared to begin work immediately following contract execution, and to fulfill the terms of the contract during the specified period (February 1, 2017 through August 31, 2017). BloomBoard's task/activity plan specifying the tasks and activities to be undertaken is set forth below. RFP Sections 1.5 and 1.6 provide further detail on the items to be addressed in the plan, as referenced in the table.

TASK/ACTIVITY	START/END DATES	RESPONSIBLE PERSONS
Project Kick-Off Meeting	February 1, 2017	TEA Project Leadership Jason Lange, Kelly Montes De Oca, and Rosemary Kendrick (BloomBoard) Jennifer Kabaker and Jim Beeler (Digital Promise) Stephanie Hirsh and Tom Manning (Learning Forward) Linda Wurzbach (Resources For Learning)
Project Timeline Development (TEA and BBI collaborate to refine and finalize timeline for project implementation, including timelines for pilot district participation in MC opportunities. TEA conducts final review of all materials prior to deployment.)	February 1, 2017 to March 1, 2017	TEA Project Lead Jason Lange, Kelly Montes De Oca, and Rosemary Kendrick (BloomBoard)
Training Plan and Train-the-Trainer Model Development (RFP §§ 1.5.9, 1.6.6 through 1.6.8; 1.6.12: TEA and BBI collaborate to develop online train-the-trainers model to be deployed to pilot districts to guide implementation of MC program, ensure sustainability, and certify ESC's and districts to conduct MC reviews. TEA conducts final review of all materials prior to deployment.)	February 1, 2017 to March 1, 2017	TEA Project Lead Jason Lange and Kelly Montes De Oca (BloomBoard)
Pilot District Planning and Selection (RFP §§ 1.5.7.2, 1.6.3, and 1.6.12: TEA and BBI collaborate to develop a plan for engaging a select number of focus group districts that will be part of the initial pilot to ensure interest and compatibility)	February 1, 2017 to March 1, 2017	TEA Project Lead Jason Lange and Rosemary Kendrick (BloomBoard) Tom Manning (Learning Forward) District Leads



<i>of required MC components and expectations. TEA conducts final review of all materials prior to deployment.)</i>		
Communications Plan Development (RFP §§ 1.5.7.3, 1.6.3, and 1.6.12: TEA and BBI collaborate to develop communication plans and materials to create awareness and delineate implementation expectations for MC opportunities. TEA conducts final review of all materials prior to deployment.).	February 1, 2017 to June 1, 2017	TEA Project Lead Jason Lange, Kelly Montes De Oca, and Rosemary Kendrick (BloomBoard) Tom Manning (Learning Forward)
MC Development of Programs to be Deployed by June 1, 2017 (RFP §§ 1.5.7.4.a, b, and c; 1.6.2; 1.6.4): <ul style="list-style-type: none"> <li>Teacher Effectiveness Program</li> <li>Focusing on Student Outcomes Program</li> <li>School Governance Ethics Program</li> </ul>	February 1, 2017 to May 15, 2017	Jason Lange and Rosemary Kendrick (BloomBoard) Jennifer Kabaker (Digital Promise) Brent Maddin (Relay) Christi Martin (Martin Consulting)
MC Development of Program to be Deployed by July 1, 2017 (RFP §§ 1.5.7.4.e, 1.6.2 and 1.6.4): <ul style="list-style-type: none"> <li>College and Career Counseling</li> </ul>	February 1, 2017 to June 15, 2017	Jason Lange and Rosemary Kendrick (BloomBoard) Jennifer Kabaker (Digital Promise) Linda Wurzbach (Resources For Learning)
MC Development of Programs to be Deployed by August 1, 2017 (RFP §§ 1.5.7.4.d and f; 1.6.2 and 1.6.4): <ul style="list-style-type: none"> <li>Literacy Strategies For Teachers Program</li> <li>Career and Technical Education (CTE) Program</li> </ul>	February 1, 2017 to July 15, 2017	Jason Lange and Rosemary Kendrick (BloomBoard) Jennifer Kabaker (Digital Promise) Linda Wurzbach (Resources For Learning) Mario Lozoya (Toyota) Romanita Matta-Barrera (San Antonio Works)
Technical Coordination (RFP § 1.6.5: BBI Engineering Team to coordinate with TEA technical staff and Texas Gateway staff to ensure access to BBI MC platform through TEA's Texas Gateway)	February 2017	TEA Technical Team Tim Mansfield (BloomBoard)
Beta Training for TEA Representatives (RFP § 1.6.7: Beta training for TEA representatives on all components of the MC platform and Programs, including basic navigation from Texas Gateway to <a href="http://www.bloomboard.com">www.bloomboard.com</a> as well as familiarization with content of MC Programs.)	May 2017	TEA Project Lead Kelly Montes De Oca (BloomBoard)
Coordination and Support of Summer MC Opportunities	June 2017-August 2017	TEA Project Lead Jason Lange, Kelly Montes De Oca, and Rosemary Kendrick (BloomBoard) Jennifer Kabaker (Digital Promise)
Reviewer Certification and Calibration (RFP § 1.5.10 Provide technical assistance support to review and vet the	August 2017	TEA Project Lead Kelly Montes De Oca, and Rosemary Kendrick (BloomBoard)

<i>MC submissions during the implementation of their timeline.)</i>		Linda Wurzbach (Resources For Learning) Brent Maddin (Relay)
Ongoing Technical and Implementation Support ( <i>RFP § 1.6.10</i> )	Throughout Project Period	Jason Lange, Kelly Montes De Oca, and Rosemary Kendrick (BloomBoard)
Monthly Progress Reports  ( <i>RFP § 1.6.11: BBI to report on the major activities accomplished each month and adjustments planned for the next month</i> )	January 31, 2017 February 28, 2017 March 31, 2017 April 28, 2017 May 31, 2017 June 30, 2017 July 31, 2017 August 31, 2017	TEA Project Lead Jason Lange, Kelly Montes De Oca, and Rosemary Kendrick (BloomBoard)

## SECTION IV: Cost Proposal (RFP Section 3.5)

The Proposer must submit a budget detailing costs necessary to accomplish the project objectives and activities outlined in the task/activity plan (**Attachment E, Suggested Format for Budget Summary and Expenditure Report**). The budget costs must be tied to the deliverables, tasks and activities. It is recommended that budget detail be submitted in Excel compatible or Excel format.

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

This section of the proposal must also contain a proposed Suggested Format for Budget Summary and Expenditure Report/Schedule of Task Completion (**Attachment E**) which ensures completion of tasks and the delivery of products by specified dates. Payment will be made upon satisfactory performance of services, receipt by the Texas Education Agency of specified deliverables, supporting documentation to support the invoice, and receipt of properly prepared and certified invoices/expenditure reports.

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

As requested by the RFP, BloomBoard has summarized the project costs using the Attachment E table set forth below – also attached in excel format. The anticipated term of any contract awarded pursuant to this RFP will be from the date of award through August 31, 2017, with the option for up to two additional fiscal year renewals. If renewed, the two renewal terms will be (1) September 1, 2017 through August 31, 2018, and (2) September 1, 2018 through August 31, 2019. (RFP p. 3, Section 1.3).

### Attachment E Budget Summary and Expenditure Report/Task Activity Plan

Deliverable Number	Task/Subtask/Subtask Items	Deliverable Type	Responsible Party	Timeline	Cost
<b>Kickoff and Project / Implementation Management</b>					
	Project kickoff meeting w/TEA and partners to determine project plan, number of pilot districts, and implementation timeline	Meeting	BloomBoard	February	7,500
1.5.7	Project kickoff meeting attendance	Meeting	Learning Forward	February	5,000
1.5.7	Project kickoff meeting attendance	Meeting	Digital Promise	February	5,000
<b>Recruitment</b>					
	Development of program description/outcomes/marketing materials/application	Planning	Learning Forward	2.1.17 to 3.31.17	6,000
1.5.7.2	Review/selection of systems (1-day onsite meeting hosted by LF)	Planning	Learning Forward	April	12,500
	Notification of participating districts/initial calls with each system/virtual kickoff meeting for constituent groups	Marketing	Learning Forward	April	6,000
1.5.7.2	Dissemination/distribution through media channels	Marketing	Learning Forward	April to June	7,500
1.5.7.3	<b>Micro-credential (MC) Development</b>				
1.5.7.4.a	Development of Teacher Effectiveness MCs	6 MC's	Relay	see below	25,000
1.5.7.4.a	Development of Collections	~6 Collections	Relay	see below	25,000
1.5.7.4.a	Submission to TEA (3-week review period)	NA	Relay	4.15.17	incl.
1.5.7.4.a	Revision of MCs based on TEA feedback	NA	Relay	5.15.17	incl.
	Revision of Collections based on TEA feedback	NA	Relay	5.15.17	incl.
1.5.7.4.a	Launch of pilot	NA	Relay	6.1.17	incl.
1.5.7.4.a	Developer review of pilot responses	NA	Relay	8.1.17	incl.
	Revisions to MCs, Collections based on pilot responses	NA	Relay	8.31.17	incl.
1.5.7.4.a	MC development support: Teacher Effectiveness MC's	6 MCs	Digital Promise	2.1.17 to 5.15.17 Deployed by 6.1.17	8,100

School Board Student Outcomes MC Content					
1.5.7.4.b	Development	2 MCs	Martin Consulting	see below	2,880
1.5.7.4.b	Submission to TEA (3-week review period)	NA	Martin Consulting	4.15.17	incl.
1.5.7.4.b	Revision of MCs based on TEA feedback	NA	Martin Consulting	5.15.17	incl.
1.5.7.4.b	Revision of Collections based on TEA feedback	NA	Martin Consulting	5.15.17	incl.
1.5.7.4.b	Launch of pilot	NA	Martin Consulting	6.1.17	incl.
1.5.7.4.b	Developer review of pilot responses	NA	Martin Consulting	8.1.17	incl.
1.5.7.4.b	Revisions to MCs, Collection based on pilot responses	NA	Martin Consulting	8.31.17	incl.
1.5.7.4.b	Stakeholder Engagement -- Planning and Execution (as directed by BloomBoard)	Consulting	Martin Consulting	nm	6,400
1.5.7.4.b	Credential Issuance	Reviewing	Martin Consulting	8.17	1,280
1.5.7.4.b	Engagement Travel: 3 day x 3 FTE at \$300/3 overnight x3 at \$450	Travel	Martin Consulting	nm	6,750
1.5.7.4.b	MC development support: Student Outcomes for School Board Members	2 MCs	Digital Promise	2.1.17 to 5.15.17 Deployed by 6.1.17	2,700
School Board Ethics MC Content					
1.5.7.4.c	Development: 3 MCs	7 hrs per MC	Martin Consulting	see below	1,600
1.5.7.4.c	Submission to TEA (3-week review period)	NA	Martin Consulting	4.15.17	incl.
1.5.7.4.c	Revision of MCs based on TEA feedback	NA	Martin Consulting	5.15.17	incl.
1.5.7.4.c	Revision of Collections based on TEA feedback	NA	Martin Consulting	5.15.17	incl.
1.5.7.4.c	Launch of pilot	NA	Martin Consulting	6.1.17	incl.
1.5.7.4.c	Developer review of pilot responses	NA	Martin Consulting	8.1.17	incl.
1.5.7.4.c	Revisions to MCs, Collection based on pilot responses	NA	Martin Consulting	8.31.17	incl.
1.5.7.4.c	Stakeholder Engagement --Planning and Execution (as directed by BloomBoard)	20 hrs	Martin Consulting	nm	3,200
1.5.7.4.c	Credential Issuance	4 hours	Martin Consulting	8.17	640
1.5.7.4.c	MC development support: Ethics Training for School Board Members.	1 MCs	Digital Promise	2.1.17 to 5.15.17 Deployed by 6.1.17	1,350
1.5.7.4.c	Engagement Travel: 2 day x 3 FTE at \$300/2 overnight x3 at \$450	Travel	Martin Consulting	nm	4,500
1.5.7.4.d	Development of Literacy MC's	3 MC's	Resources For Learning	see below	12,000
1.5.7.4.d	Development of Collections	~3 Collections	Resources For Learning	see below	1,000
1.5.7.4.d	Submission to TEA (3-week review period)	NA	Resources For Learning	6.15.17	incl.
1.5.7.4.d	Revision of MCs based on TEA feedback	NA	Resources For Learning	7.15.17	incl.
1.5.7.4.d	Revision of Collections based on TEA feedback	NA	Resources For Learning	7.15.17	incl.
1.5.7.4.d	Launch of pilot	NA	Resources For Learning	8.1.17	incl.
1.5.7.4.d	Developer review of pilot responses	NA	Resources For Learning	8.31.17	incl.
1.5.7.4.d	Revisions to MCs, Collections based on pilot responses	NA	Resources For Learning	8.31.17	incl.
1.5.7.4.d	MC development support: K-5 literacy strategies	3 MCs	Digital Promise	2.1.17 to 7.15.17 Deployed by 8.1.17	4,050
1.5.7.4.e	Development of College and Career Counseling MCs	3 MC's	Resources For Learning	see below	12,000
1.5.7.4.e	Development of Collections	~3 Collections	Resources For Learning	see below	1,000
1.5.7.4.e	Submission to TEA (3-week review period)	NA	Resources For Learning	6.15.17	incl.
1.5.7.4.e	Revision of MCs based on TEA feedback	NA	Resources For Learning	7.15.17	incl.
1.5.7.4.e	Revision of Collection based on TEA feedback	NA	Resources For Learning	7.15.17	incl.
1.5.7.4.e	Launch of pilot	NA	Resources For Learning	8.1.17	incl.
1.5.7.4.e	Developer review of pilot responses	NA	Resources For Learning	8.31.17	incl.
1.5.7.4.e	Revisions to MCs, Collection based on pilot responses	NA	Resources For Learning	8.31.17	incl.
1.5.7.4.e	MC development support: College and Career Counseling	3 MCs	Digital Promise	2.1.17 to 7.15.17 Deployed by 8.1.17	4,050
1.5.7.4.f	MC development support: Career and Technical Education (CTE)	3 MCs	Digital Promise	2.1.17 to 6.15.17 Deployed by 7.1.17	4,050
1.5.7.4.f	Submission to TEA (3-week review period)	NA	Toyota / SA Works	6.15.17	incl.
1.5.7.4.f	Revision of MCs based on TEA feedback	NA	Toyota / SA Works	7.15.17	incl.
1.5.7.4.f	Revision of Collection based on TEA feedback	NA	Toyota / SA Works	7.15.17	incl.
1.5.7.4.f	Launch of pilot	NA	Toyota / SA Works	8.1.17	incl.
1.5.7.4.f	Developer review of pilot responses	NA	Toyota / SA Works	8.31.17	incl.
1.5.7.4.f	Revisions to MCs, Collection based on pilot responses	NA	Toyota / SA Works	8.31.17	incl.

<b>Train-The-Trainer Implementation and Ongoing Pilot Support</b>					
1.6.6	Train the trainer planning (schedule, etc.)	Training	BloomBoard	April to May	5,000
1.6.7	Beta training for TEA	Training	BloomBoard	April to May	3,000
	Train the trainer materials development (facilitators guide, tools/protocols, other resources, plus revisions)	Training	BloomBoard	April to May	15,000
1.5.9	Train the trainer materials review	Training	Learning Forward	April to May	5,000
	Training for trainers (5 Programs @ \$10,000 per program)	Training	BloomBoard	6.1.17 to 8.15.17	50,000
1.5.9	Training for trainers advisory support	Training	Learning Forward	6.1.17 to 8.15.17	3,000
	Ongoing facilitation, coaching, communication with and among pilot participants and project partners	Project Management	BloomBoard	6.1.17 to 8.15.17	15,000
1.5.9	Ongoing facilitation, communication with and among pilot participants and project partners	Project Management	Learning Forward	6.1.17 to 8.15.17	9,000
1.5.9	Ongoing facilitation, communication with and among pilot participants and project partners	Project Management	Digital Promise	6.1.17 to 8.15.17	4,000
<b>Reviewer Certification and MC Reviews</b>					
	Develop Reviewer Certification Training Materials - Review pilot responses to select training papers and calibration sets for each MC	Consulting	Resources For Learning	7.1.17 to 8.31.17	30,000
	Develop Reviewer Certification Training Materials for Teacher Effectiveness Program - Review pilot responses to select training papers and calibration sets for each MC	Consulting	Relay	7.1.17 to 8.31.17	25,000
1.5.10	Teacher Effectiveness Pilot MC Reviews	Reviewing	Relay	7.1.17 to 8.31.17	2,700
1.5.10	Recruit, vet 54 reviewers from ESCs	Marketing	Resources For Learning	5.1.17 to 7.1.17	6,000
1.5.10	Meeting/meal/hotel planning	Training	Resources For Learning	nm	2,000
1.5.10	Training	Training	Resources For Learning	End of August	12,000
	Breakfast/lunch/beverages/snacks for 54 reviewers and 6 staff @\$50/day	Training	Resources For Learning	End of August	6,000
1.5.10	Meeting space	Training	Resources For Learning	End of August	2,000
1.5.10	Data analysis and reporting	Consulting	Resources For Learning	nm	6,000
1.5.10	Travel reimbursement	Travel	Resources For Learning	nm	20,000
1.5.10	Project Management	Project Management	Resources For Learning	3.1.17 to 8.31.17	8,400
<b>Technology Licenses and Maintenance Fee Agreement</b>					
	BloomBoard Platform Licenses (6 MC Programs, incl. approx. 30 pilot participants in each, and 15 MCs)	Licenses	BloomBoard	ongoing	67,500
1.6.10	MC Program Setup and Configuration	Licenses	BloomBoard	ongoing	25,000
	MC Program Room Facilitation and Implementation Support	Licenses	BloomBoard	ongoing	18,750
1.6.10	Data analysis and reporting	Licenses	BloomBoard	ongoing	13,500
1.6.5	SSO Integration with Texas Gateway	Technical Integration	BloomBoard	Completed by 5.1.17	20,000
<b>Total</b>					<b>\$550,900</b>

## Exhibit D: Project Team Resumes

### Brent W. Maddin, Ed.D.

5719 Tierra Viva Place NW • Albuquerque, NM 87107  
Mobile 956.376.6888 • Email [bmaddin@relay.edu](mailto:bmaddin@relay.edu)

#### EDUCATION

Harvard Graduate School of Education (HGSE), Cambridge, MA  
Ed.D., Education Policy, Leadership and Instructional Practice, May 2011  
Harvard Graduate School of Education (HGSE), Cambridge, MA  
M. Ed., Education, June 2007  
Arizona State University (ASU), Tempe, AZ  
BS, Biology: Biology & Society (with Honors); Philosophy minor, May 1999

#### PROFESSIONAL EXPERIENCE

##### Director, TeacherSquared, Relay Graduate School of Education: NY, NY; 11/15-Present

- Helped design and launch a new center at Relay GSE committed to unifying a cadre of other teacher preparation programs around common measures of success, processes of innovation, and increased collaboration.

##### Provost / Assistant Professor, Relay Graduate School of Education / TeacherU: NY, NY; 02/08-Present

- Helped design and launch the first new graduate school of education in NY in 80 years
  - Designed system linking the conferral of our master's degree to demonstrated K-12 student achievement
- Manage three functional areas: Curriculum Design, Institutional Innovation, and Institutional Research
- Teach ~20 modules including: *Classroom Management, Assessment Design, Unit Planning, & Cultural Responsiveness*
- Designed a new Master's degree program (Teacher U) with Hunter College

##### Teacher Education Program (TEP) Advisor, HGSE: Cambridge, MA; 08/05-02/08

- Worked with teacher interns and their mentor teachers in Boston and Cambridge high schools
- Ran weekly, small-group advisories where new teachers critically reflected on their practice
- Observed new teachers and co-investigated answers to teaching-based research questions

##### Teach for America Summer Institute Staff Member, TFA Summer Institute: Houston, TX; '01-03, '06

- Curriculum Specialist (CS) '02, '03, '06: Provided direct instruction to ~120+ novice teachers in general pedagogy
- Corps Member Advisor (CMA) '01: Observed and provided feedback to 20 novice teachers
- Co-lead science content team responsible for teaching content to ~200 novice science teachers '02, '03, '06

##### Founding Science Teaching (Bio/Chem/Physics): I.D.E.A. College Prep, Donna, TX; '03-'05

- Science Department Chair responsible for authoring 24 detailed chemistry & physics units
- Co-wrote K-12 science curriculum map using KM, Texas, & National Science Standards
- Founded and coached the Academic Decathlon team to an 11<sup>th</sup> place state finish in the first year ('05)
- Helped found the new high school (developed curriculum, systems, schedules, policies)

##### Science Teacher (Bio/Chem/Physics): Franklin Senior High School (FSHS), Franklin, LA; '99-'03

- Founded and coached the Academic Decathlon team to a 3<sup>rd</sup> place state finish in the first year ('02)
- Co-created an optional, after-school/weekend class to prepare HS students for ACT; 02-03
- Hosted three-hour, weekly science tutoring sessions at McDonalds; 40% turnout rates; Fall 99-Spring 03
- Created optional professional development program at FSHS; 02-03

#### SELECT PUBLICATIONS AND ACTIVITIES

Maddin, Brent. 2015. *Micro-Credentials: A promising way to put educators' skills front and center*. Digital Promise.

##### Advisory Board Member, Digital Promise Micro-Credentialing Initiative: '14-present

- Advise Digital Promise on their theory of action, development of, and systems around micro-credentials

## Exhibit M: Required Forms (Signed Execution of Offer, Affirmation of Terms and Conditions, and Proposal Preferences)

BloomBoard has executed Attachment B (attached) affirming the contract terms and conditions, with the following exceptions, which shall be negotiated and finalized prior to final contract execution:

1. The TEA's use of BloomBoard's platform at [www.bloomboard.com](http://www.bloomboard.com) is also subject to BloomBoard's terms and conditions, a copy of which may be found at: <https://bloomboard.com/new-program-client-terms>
2. Individual platform users, including all persons who would be logging in to [www.bloomboard.com](http://www.bloomboard.com) to access TEA-specific pages created pursuant to this RFP, are subject to the End User Terms of Use found at <https://bloomboard.com/terms-of-use>.
3. BloomBoard requests that Paragraph D of Attachment B be revised to read as follows (underlined text to be added):

**D. Assignments, Transfers, Subcontracting and Substitutions.** Contractor shall not assign, transfer, subcontract or substitute any of its rights or responsibilities under this Contract without prior formal written amendment to this Contract properly executed by both TEA and Contractor. Notwithstanding the foregoing, Contractor may assign this Contract to an acquiror of all or substantially all of the Contractor's assets to which this Contract relate without having to obtain TEA's prior approval. [The remainder of Paragraph D shall remain unchanged.]

4. BloomBoard requests that Paragraph I of Attachment B be revised to read as follows (underlined text to be added):

**I. Intellectual Property Ownership:** Contractor agrees that all Works are, upon creation, works made for hire and the sole property of TEA. If the Works are, under applicable law, not considered works made for hire, Contractor hereby assigns to TEA all worldwide ownership of all rights, including the Intellectual Property Rights, in the Works, without the necessity of any further consideration, and TEA can obtain and hold in its own name all such rights to the Works. Contractor agrees to maintain written agreements with all officers, directors, employees, agents, representatives and subcontractors engaged by Contractor for the Contract Project, granting Contractor rights sufficient to support the performance and grant of rights to TEA by Contractor. Copies of such agreements shall be provided to TEA promptly upon request. Contractor warrants that (i) it has the authority to grant the rights herein granted, (ii) it has not assigned or transferred any right, title, or interest to the Works or Intellectual Property Rights that would conflict with its obligations under the Contract, and Contractor will not enter into any such agreements, and (iii) the Works will be original and will not infringe any intellectual property rights of any other person or entity. These warranties will survive the termination of the Contract. If any preexisting rights are embodied in the Works, Contractor grants to TEA the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (a) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such preexisting rights and any derivative works thereof and (b) authorize others to do any or all of the foregoing. Contractor agrees to notify TEA on delivery of the Works if they include any such preexisting rights. On request, Contractor will provide TEA

with documentation indicating a third party's written approval for Contractor to use any preexisting rights that may be embodied or reflected in the Works. Contractor agrees, at Contractor's expense, to indemnify, hold harmless and defend TEA and the State from claims involving infringement of third parties' licenses, trademarks, copyrights or patents.

**Reservation of Rights – BloomBoard.** Contractor owns all rights, title of interest in and to (i) its trademarks, trade names, domain names and logos (including but not limited to BloomBoard, FormativeLearning and FormativeTeaching); (ii) audio and visual information, documents, software, and other works of authorship, and other technology, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions, and other tangible or intangible technical material or information used to provide Contractor's programs, and/or conceived or developed under or in connection with any scope of work (collectively "BBI Technology"), and all intellectual property rights therein ("BBI IP Rights"). Other than as expressly set forth in this Contractor or Contractor's Terms and Conditions found at <https://bloomboard.com/new-program-client-terms> ("BBI Terms") no license or other rights in the BBI IP Rights are granted to the TEA, and all such rights are hereby expressly reserved.

**Reservation of Rights – Relay.** Subcontractor owns all rights, title of interest in and to (i) its trademarks, trade names, domain names and logos (including but not limited to TLaC Online, Teach Like a Champion and TLaC); (ii) audio and visual information, documents, software, and other works of authorship, and other technology, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions, and other tangible or intangible technical material or information used to provide Subcontractor's programs, and/or conceived or developed under or in connection with any scope of work (collectively "TLaC Content"), and all intellectual property rights therein ("TLaC IP Rights"). Relay subcontractor shall retain the same license and other rights as expressly set forth in the Contractor's Terms and Conditions found at <https://bloomboard.com/new-program-client-terms> ("BBI Terms") and no license or other rights in the TLaC IP Rights are granted to the TEA, and all such rights are hereby expressly reserved.

**License Grants – BloomBoard.** Subject to this Contract and the BBI Terms, Contractor grants the TEA and its users a non-exclusive, non-transferable, non-sublicenseable right during the Service Term to access and use Contractor's online platform for the purpose for which it is made available to the TEA pursuant to this Contract and otherwise in accordance with this Contract and the BBI Terms. The TEA shall not (i) modify, copy or make derivative works based on the BBI Technology; (ii) disassemble, reverse engineer, or decompile any of the BBI Technology; or (iii) create Internet "links" to or from the BBI platform except as specifically authorized by Contractor pursuant to this Contract, or "frame" or "mirror" any of Contractor's pre-existing content which forms part of the platform.

**License Grants – Relay.** Subject to this Contract and the BBI Terms, Subcontractor grants the TEA and its users a non-exclusive, non-transferable, non-sublicenseable right during the Service Term to access and use Subcontractor's content for the purpose for which it is made available to the TEA pursuant to this Contract and otherwise in accordance with this Contract and the BBI Terms. The TEA shall not (i) modify, copy or make derivative works based on the TLaC Content; or (ii) disassemble, reverse engineer, or decompile any of the TLaC Content; or (iii) create Internet "links" to or from the TLaC content except as specifically authorized by Subcontractor pursuant to this Contract, or "frame" or "mirror" any of



Subcontractor's pre-existing content which forms part of the platform, without expressed written consent.

4. BloomBoard requests that Paragraph L of Attachment B be deleted because BloomBoard does not offer refunds.
5. BloomBoard requests that Paragraph GG of Attachment B be revised to read as follows (underlined text to be added):

**GG. Assignment of Contract.** This Contractor may not be assigned, sold, or transferred without written express consent of TEA Purchasing, Contracts, and Agency Services (PCAS) Division. An attempted assignment after Contract award without TEA approval will constitute a material breach of Contract. Notwithstanding the foregoing, Contractor may assign this Contract to an acquiror of all or substantially all of the Contractor's assets to which this Contract relate without having to obtain TEA's prior approval.

## Exhibit R: Reference Lists

### Dr. Brent Maddin and Relay References

Relay Reference #1	
<b>Client Name:</b>	IDEA Public Schools
<b>Client Contact Person:</b>	Tom Torkelson Founder and CEO
<b>Telephone:</b>	(956) 463-9868
<b>E-Mail:</b>	<a href="mailto:ttorkelson@ideapublicschools.org">ttorkelson@ideapublicschools.org</a>
Brief Description of Project	
<p>Dr. Maddin was a founding teacher at IDEA Public School's flagship high school, IDEA College Prep, in Donna, TX in 2003. Over the last decade and a half, he and Relay GSE have continued to work with IDEA Public Schools including consulting on curriculum design projects, delivering professional development, licensing instructional materials for teacher preparation, and most recently, working directly with principals who have participated in the Relay National Principals Academy Fellowship (NPAF).</p>	

Relay Reference #2	
<b>Client Name:</b>	YES Prep Public Schools
<b>Client Contact Person:</b>	Calvin Stocker Director of Partnerships
<b>Telephone:</b>	(281) 658-8714
<b>E-Mail:</b>	<a href="mailto:Calvin.Stocker@yesprep.org">Calvin.Stocker@yesprep.org</a>
Brief Description of Project	
<p>Dr. Maddin and Relay GSE have worked with Yes Prep Public Schools for the last 4 years as Relay has established and grown a campus in Houston. Specifically, teachers from Yes Prep Public Schools have pursued master's degrees from Relay after completing their alternative certification from Teaching Excellence, Yes Prep Public Schools' ACP. In the last two years, Dr. Maddin has worked closely with Mr. Stocker and other members of Yes Prep Public Schools at TeacherSquared—a new initiative intended to bring together innovative teacher preparation programs to share best practices and to push each other to even greater levels of effectiveness.</p>	

Relay Reference #3	
<b>Client Name:</b>	Delaware State Department of Education
<b>Client Contact Person:</b>	Christopher Ruszkowski Former: Associate Secretary of the Teacher & Leader Effectiveness Branch, Delaware Department of Education Current: Deputy Secretary, New Mexico Public Education Department
<b>Telephone:</b>	(505) 827-5800
<b>E-Mail:</b>	<a href="mailto:christophernicholasruszkowski@gmail.com">christophernicholasruszkowski@gmail.com</a>
Brief Description of Project	
<p>Dr. Maddin, Mr. Ruszkowski, and members of Relay GSE have worked together in many capacities over the last decade and a half. From collaborating at summer teacher training institutes to helping bring Relay GSE to Delaware to exploring ways that Relay may serve teachers in New Mexico, Mr. Ruszkowski has seen first hand the quality of Relay work and has advocated at the state-level to help teachers and leaders access that content.</p>	

### Exhibit S: Pilot Review Process

The goal of the review process is to have reviewers qualify through a micro-credentialing process itself. Essentially, for each MC outlined in the five content areas identified by TEA (excluding the Teacher Effectiveness Program), potential reviewers will demonstrate their reliability in scoring by earning a MC designed to demonstrate competency in reviewing. Using MC's for reviewer certification will create substantial economies of scale for both remote training and implementation, as well offer higher reliability of scoring. Given the condensed nature of the pilot, and the desire to build confidence across the state / ESC community, we propose providing the initial reviewer MC training as an in-person experience. Not only will this process help ensure that we have strong sets of materials for future micro-credentialing, we propose that the reviewers be selected predominantly from ESC staff. This approach has a number of benefits:

- This transparent approach builds confidence in the approach as ESC-based reviewers see the measures that are taken to ensure that responses are scored fairly and produce reliable scores.
- ESCs will build a better understanding of the MC process.
- ESC staff can serve as support to Educators going through the MC process.
- ESC staff can continue to serve as reviewers of MC submissions.
- Engaging in the pilot process will increase the likelihood that ESCs will become advocates of the approach.

Prior to the training session, RFL will identify training and calibration papers for each MC. After calibration, each submission will be presented to two reviewers whose expertise is in the content area of the submission. Reviewers will read and score each section of the submission based on the normal MC review model, using rubrics developed by RFL or the other content area subcontractors. If the reviewers' scores agree, that score will be assigned to the MC as a master score for future review certification purposes. If scores of the two reviewers do not agree, the MC's will be sent to a third reviewer. This reviewer will score the MC's in question, and those scores will stand as the final master scores. RFL will monitor scores assigned by reviewers to ensure consistency between reviewers. RFL envisions a two-day review session in which three reviewers review and calibrate on two MCs. The MC review sessions will be run concurrently with the number of reviewers for each program shown below.

For the Teacher Effectiveness Program, BloomBoard will work with Relay to create a similar MC reviewer certification process as outline above.

#### Reviewers needed for two-day sessions.

	School Board Program	Literacy Program	Career and College Readiness Program	CTE Program
Number of MCs piloted	6	3	3	3
Number of pilot responses per MC	180	90	90	90
Number of reads (2 per response with 25% needing third read)	405	202.5	202.5	202.5
Number of reviewers needed (may need to complete reviews after leaving training)	21	12	12	12

## **SPECIAL PROVISIONS - A**

### **Program Specific**

Section I. of the Texas Education Agency Standard Terms and Conditions of this Contract is hereby revised with the following language:

**Reservation of Rights. – BloomBoard.** Contractor owns all rights, title of interest in and to (i) its trademarks, trade names, domain names and logos (including but not limited to BloomBoard, FormativeLearning and FormativeTeaching); (ii) audio and visual information, documents, software, and other works of authorship, and other technology, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions, and other tangible or intangible technical material or information used to provide Contractor's programs, and/or conceived or developed under or in connection with any scope of work (collectively "BBI Technology"), and all intellectual property rights therein ("BBI IP Rights"). Other than as expressly set forth in this Contractor or Contractor's Terms and Conditions found at <https://bloomboard.com/new-program-client-terms> ("BBI Terms") no license or other rights in the BBI IP Rights are granted to the TEA, and all such rights are hereby expressly reserved.

**Reservation of Rights – Relay.** Subcontractor owns all rights, title of interest in and to (i) its trademarks, trade names, domain names and logos (including but not limited to TLaC Online, Teach Like a Champion and TLaC); (ii) audio and visual information, documents, software, and other works of authorship, and other technology, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions, and other tangible or intangible technical material or information used to provide Subcontractor's programs, and/or conceived or developed under or in connection with any scope of work (collectively "TLaC Content"), and all intellectual property rights therein ("TLaC IP Rights"). Relay subcontractor shall retain the same license and other rights as expressly set forth in the Contractor's Terms and Conditions found at <https://bloomboard.com/new-program-client-terms> ("BBI Terms") and no license or other rights in the TLaC IP Rights are granted to the TEA, and all such rights are hereby expressly reserved.

**License Grants – BloomBoard.** Subject to this Contract and the BBI Terms, Contractor grants the TEA and its users a non-exclusive, non-transferable, non-sublicenseable right during the Service Term to access and use Contractor's online platform for the purpose for which it is made available to the TEA pursuant to this Contract and otherwise in accordance with this Contract and the BBI Terms. The TEA shall not (i) modify, copy or make derivative works based on the BBI Technology; (ii) disassemble, reverse engineer, or decompile any of the BBI Technology; or (iii) create Internet "links" to or from the BBI platform except as specifically authorized by Contractor pursuant to this Contract, or "frame" or "mirror" any of Contractor's pre-existing content which forms part of the platform.

**License Grants – Relay.** Subject to this Contract and the BBI Terms, Subcontractor grants the TEA and its users a non-exclusive, non-transferable, non-sublicenseable right during the Service Term to access and use Subcontractor's content for the purpose for which it is made available to the TEA pursuant to this Contract and otherwise in accordance with this Contract and the BBI Terms. The TEA shall not (i) modify, copy or make derivative works based on the TLaC Content; or (ii) disassemble, reverse engineer, or decompile any of the TLaC Content; or (iii) create Internet "links" to or from the TLaC content except as specifically authorized by Subcontractor pursuant to this Contract, or "frame" or "mirror" any of Subcontractor's pre-existing content which forms part of the platform, without expressed written consent.

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

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

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

**C. Indemnification:**

Acts or Omissions

Contractor shall indemnify and hold harmless the State of Texas and TEA, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES,

AND EXPENSES arising out of, or resulting from any acts or omissions of Contractor or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any purchase orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR AND TEA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

#### Infringements

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

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

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

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

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

- D. **Assignments, Transfers, Subcontracting and Substitutions:** Contractor shall not assign, transfer, subcontract or substitute any of its rights or responsibilities under this Contract without prior formal written amendment to this Contract properly executed by both TEA and Contractor. TEA reserves the right to request changes in personnel assigned to the project. The TEA Project Manager must pre-approve any changes in key personnel throughout the contract term. Any changes to the HUB Subcontracting Plan (HSP) must be approved by TEA HUB Coordinator before staffing changes are initiated. Substitutions are not permitted without written approval of TEA Project Manager. The awarded Contractor will be responsible for maintaining business records documenting compliance with HUB Program requirements. Contractor shall submit a Progress Assessment Report (PAR) monthly documenting all subcontractor payments made in the preceding month. Submission of the PAR is a condition for payment. The selected Contractor shall also report all 2<sup>nd</sup> and 3<sup>rd</sup> Tier subcontracting in the monthly PAR. PAR's are due no later than the 10<sup>th</sup> day of the following month. The PAR is required to be submitted monthly, even if no activity occurred for the month. Reports shall be submitted electronically to the [HUBOffice@tea.texas.gov](mailto:HUBOffice@tea.texas.gov). In addition to the PAR, Contractor shall also create and maintain a monitoring report to document that it is diligently monitoring and enforcing subcontractor compliance with the Contract. When requested by TEA, Contractor shall furnish TEA with satisfactory proof of its compliance with this provision.
- E. **Encumbrances/Obligations:** All encumbrances, accounts payable, and expenditures shall occur on or between the beginning and ending dates of this Contract. All goods must have been received and all services rendered during the Contract period in order for Contractor to recover funds due. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures.
- F. **Contractor's Proposal:** Contractor's Proposal that was furnished to TEA in response to the competitive solicitation (Request for Proposal) is incorporated in this Contract by reference. The provisions of this Contract shall prevail, however, in all cases of conflict arising from the terms of Contractor's Proposal whether such Proposal is a written part of this Contract or is attached as a separate document.
- G. **Requirements, Terms, Conditions, and Assurances:** The terms, conditions, and assurances, which are stated in the competitive solicitation, in response to which Contractor submitted a Proposal, Response or Bid Package, are incorporated herein by reference for all purposes, although the current General Provisions shall prevail in the event of conflict.
- H. **Records Retention and the Right to Audit:** Contractor shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Contractor in connection with the Contract Project. These records and accounts shall be retained by Contractor and made available for programmatic or financial audit by TEA and by others authorized by law or regulation to make such an audit for a period of not less than 7 years from the date of completion of the Contract Project or the date of the receipt by TEA of Contractor's final claim for payment or final expenditure report in connection with this Contract, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed.

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

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

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



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

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

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

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

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

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

Time is of the Essence.

Contractor's timely performance is essential to this contract.

Suspension

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

Sanctions

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

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

Access to TEA Confidential Information

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



Contractor's servers is secure. Contractor shall cooperate fully by making resources, personnel, and systems access available to TEA and TEA's authorized representative(s).

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

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

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

#### **FERPA**

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

#### **Access to Internal TEA Network and Systems**

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

#### **Disclosure of Security Breach**

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

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

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

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

Contractor shall confer with TEA's Chief Information Security Officer regarding the proper course of the investigation and risk mitigation. TEA reserves the right to conduct an independent investigation of any Security Incident, and should TEA choose to do so, Contractor shall cooperate fully by making resources, personnel, and systems access available to TEA and TEA's authorized representative(s). Subject to review and approval of TEA's Information Security Officer, Contractor, at its own cost, shall provide notice that satisfies the requirements of applicable law to individuals whose personal, confidential, or privileged data were compromised or likely compromised as a result of the Security Incident. If TEA, in its sole discretion, elects to send its own separate

notice, then all costs associated with preparing and providing notice shall be reimbursed to TEA by Contractor. If Contractor does not reimburse such costs within 30 days of TEA's written request, then TEA shall have the right to collect such costs.

- L. Refunds Due to TEA:** If TEA determines that TEA is due a refund of money paid to Contractor pursuant to this Contract, Contractor shall pay the money due to TEA within 30 days of Contractor's receipt of written notice that such money is due to TEA. If Contractor fails to make timely payment, TEA may obtain such money from Contractor by any means permitted by law, including but not limited to offset, counterclaim, cancellation, termination, suspension, total withholding, and/or disapproval of all or any subsequent applications for said funds.
- M. Capital Outlay:** If Contractor purchases capital outlay (furniture and/or equipment) to accomplish the Contract Project, title will remain with Contractor for the period of the Contract. TEA reserves the right to transfer capital outlay items for Contract noncompliance during the Contract period or as needed after the ending date of the Contract. This provision applies to any and all furniture and/or equipment regardless of unit price and how the item is classified in Contractor's accounting record. This provision is applicable when federal funds are utilized for the Contract.
- N. TEA Property (terms):** In the event of loss, damage or destruction of any property owned by or loaned by TEA while in the custody or control of Contractor, Contractor shall indemnify TEA and pay to TEA the full value of or the full cost of repair or replacement of such property, whichever is the greater, within 30 days of Contractor's receipt of written notice of TEA's determination of the amount due. This applies whether the property is developed or purchased by Contractor pursuant to this Contract or is provided by TEA to Contractor for use in the Contract Project. If Contractor fails to make timely payment, TEA may obtain such money from Contractor by any means permitted by law, including but not limited to offset or counterclaim against any money otherwise due to Contractor by TEA.
- O. Governing Law, Venue, and Jurisdiction:** Subject to and without waiving any of TEA's rights, including sovereign immunity, this Contract is governed by and construed under and in accordance with the laws of the State of Texas. Venue for any suit concerning the solicitation, this Contract, and any resulting contract or purchase order shall be in a court of competent jurisdiction in Travis County, Texas.
- P. Point of Contact and Escalation:** All notices, reports and correspondence required by this Contract shall be in writing and delivered to TEA Project Manager listed below or their successors in office. Within 30 days of execution of this Contract, the respective Parties will designate the next level of personnel within each organization to address conflicts or ambiguity that cannot be resolved at the Project Manager level.

TEA	CONTRACTOR
Texas Education Agency	Bloomboard, Inc.
Viviana Lopez, Director	Jason C. Lange, CEO
1701 N. Congress Ave	227 Forest Avenue
Austin, Texas 78701	Palo Alto, California 94301
Email: <a href="mailto:Viviana.lopez@tea.texas.gov">Viviana.lopez@tea.texas.gov</a>	Email: <a href="mailto:jclange@bloomboard.com">jclange@bloomboard.com</a>

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

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

- R. **Forms, Assurances, and Reports:** Contractor shall timely make and file with the proper authorities all forms, assurances and reports required by federal laws and regulations. TEA shall be responsible for reporting to the proper authorities any failure by Contractor to comply with the foregoing laws and regulations coming to TEA's attention, and may deny payment or recover payments made by TEA to Contractor in the event of Contractor's failure so to comply. Contractor who is indebted or owes delinquent taxes to the state will have any payments under the Contract applied toward the debt or delinquent taxes owed the state until the account is paid in full, regardless of when the debt or delinquency was incurred. This provision does not apply if the warrant or transfer results in payments being made in whole or in part with money paid to the state by the Federal Government. Pursuant to 34 TAC §201.14 -18 and Texas Government Code, Chapter 2161, Contractors shall maintain business records documenting compliance with the HUB subcontracting plan (HSP) and shall submit a compliance report to TEA monthly, in the format required by TEA. The compliance report submission shall be required as a condition for payment. If Contractor subcontracts any part of the Contract in a manner that is not consistent with its HSP, the selected respondent must submit a revised HSP before subcontracting any of the work under the Contract. If Contractor subcontracts any of the work without prior authorization and without complying with this section, Contractor is deemed to have breached the Contract and is subject to any remedial actions provided by Government Code, Chapter 2161, and other applicable state law.
- S. **Signature Authority; Final Expression; Superseding Document:** Contractor certifies that the person signing this Contract has been properly delegated this authority. The Contract represents the final and complete expression of the terms of agreement between the parties. The Contract supersedes any previous understandings or negotiations between the parties. Any representations, oral statements, promises or warranties that differ from the Contract shall have no force or effect. The Contract may be modified, amended or extended only by formal written amendment properly executed by both TEA and Contractor.
- T. **Antitrust:** By signing this Contract, Contractor, represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation or institution has, (1) violated the antitrust laws of the State of Texas under Texas Business and Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract.
- U. **Family Code Applicability:** By signing this Contract, Contractor, if other than a state party, certifies that in Section 231.006 of the Family Code, that Contractor is not ineligible to receive specified grant, loan, or payment under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. TEA reserves the right to terminate this Contract if Contractor is found to be ineligible to receive payment. If Contractor is found to be ineligible to receive payment and the Contract is terminated, Contractor is liable to TEA for attorney's fees, the costs necessary to complete the Contract, including the cost of advertising and awarding a second contract, and any other damages or relief provided by law or equity.
- V. **Dispute Resolution:** The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by TEA and Contractor to attempt to resolve all disputes arising under this Contract. The parties may agree to mediation of their dispute at any time. However, if all issues in dispute are not completely resolved through direct negotiations between the parties within 180 days after TEA receives Contractor's notice of claim, then the parties must submit the dispute to mediation before a mutually acceptable mediator in Travis County, Texas. The mediation must be completed on or before 270 days after TEA receives Contractor's notice of claim. Completion of the mediation is a condition precedent to the filing of a contested case hearing under Chapter 2260. TEA's participation in mediation or any other dispute resolution process shall not waive any of TEA's contractual or legal rights and remedies, including but not limited to sovereign immunity.
- W. **Interpretation:** In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, Appendices, General Provisions, Special Provisions, Exhibits, and Attachments or other documents; this Contract and its General Provisions, Appendices and Special Provisions shall take precedence over all other documents which are a part of this Contract.
- X. **Compliance with Laws:** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting Contractor's performance, including if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations. For the entire duration of the Contract, Contractor shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. When required or requested by TEA, Contractor shall furnish TEA with satisfactory proof of its compliance with this provision.

- Y. Public Information:** TEA is subject to the provisions of the Texas Public Information Act. If a request for disclosure of this Contract or any information related to the goods or services provided under the Contract or information provided to TEA under this Contract constituting a record under the Act is received by TEA, the information must qualify for an exception provided by the Act in order to be withheld from public disclosure. Contractor authorizes TEA to submit any information contained in the Contract, provided under the Contract, or otherwise requested to be disclosed, including information Contractor has labeled as confidential proprietary information, to the Office of the Attorney General for a determination as to whether any such information may be exempt from public disclosure under the Act. If TEA does not have a good faith belief that information may be subject to an exception to disclosure, TEA is not obligating itself by this Contract to submit the information to the Attorney General. It shall be the responsibility of Contractor to make any legal argument to the Attorney General or appropriate court of law regarding the exception of the information in question from disclosure. Contractor waives any claim against and releases from liability TEA, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by Contractor and determined by the Attorney General or a court of law to be subject to disclosure under the Act.

Under Section 2252.907 of the Texas Government Code, a contract between a state governmental entity and a non-governmental contractor involving the exchange or creation of public information, as defined by the Texas Government Code Section 552.002, must require the non-governmental contractor to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. TEA Project Manager will provide the specific format by which Contractor is required to make the information accessible by the public.

- Z. Gratuities:** By signing this Contract, Contractor represents and warrants that Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.
- AA. Protests:** Any actual or prospective Respondent, Proposer, Bidder, or Contractor who is aggrieved in connection with the solicitation, evaluation, or award of this Contract by TEA may submit a formal protest to the Director of TEA's Contracts, Purchasing and Agency Services (PCAS) Division. This protest procedure shall be the exclusive method by which anyone may make a challenge to any aspect of TEA's contracting process. TEA will not be required to consider the merits of any protest unless the written protest is submitted within 10 working days after such aggrieved person knows, or reasonably should have known, of the occurrence of the action which is protested. The protest document must meet with all requirements in applicable law and TEA's rules (19 TAC Section 30.2002) <http://ritter.tea.state.tx.us/rules/tac/index.html>.

If the protest procedure results in a final determination by TEA that a violation of law has occurred in its contracting process in a case in which a contract has been awarded, then TEA may declare the contract void at inception. In that event, the party who had been awarded the contract shall have no rights under the contract and no remedies under the law against TEA.

- BB. Liability for and Payment of Taxes:** Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, state, or local income, sales or excise taxes of Contractor or its employees. TEA shall not be liable for any taxes resulting from this Contract.
- CC. Severability:** In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, the invalid provision will be deemed severable and stricken from the Contract as if it had never been incorporated herein. The remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.
- DD. Conformance:** Contractor warrants that all goods and services furnished shall conform in all respects to the terms of this Contract, including any drawings, specifications or standards incorporated herein, and any defects in materials, workmanship, and free from such defects in design. In addition, Contractor warrants that goods and services are suitable for and will perform in accordance with the purposes for which they are intended.
- EE. Felony Criminal Convictions:** Contractor represents and warrants that Contractor has not and Contractor's employees assigned to TEA projects have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Contractor has fully advised TEA as to the facts and circumstances surrounding the conviction.
- FF. Criminal Background Checks:** If during the term of this Contract, Contractor, and/or Contractor staff, or subcontractor have access to Texas public school campuses, all Contractor and/or Contractor's staff must submit to a national criminal history record information review (includes fingerprinting) and meet all eligibility standards and criteria as set by TEA before serving in assignments on behalf of TEA. This requirement applies to all

individuals who currently serve or will serve in TEA assignments that have the possibility of direct contact with students. Assignments are contingent upon meeting TEA eligibility standards. Contractor and/or any staff member of Contractor who may perform services under this Contract must complete this criminal history review before the beginning of an assignment. If said individuals have not completed this requirement or the review results in a determination that Contractor is not eligible for assignment, this Contract will be terminated effective immediately or the date of notice of non-eligibility, whichever is earliest.

- GG. Assignment of Contract:** This Contract may not be assigned, sold, or transferred without the express written consent of TEA Purchasing, Contracts, and Agency Services (PCAS) Division. An attempted assignment after Contract award without TEA approval will constitute a material breach of Contract.
- HH. Buy Texas:** In accordance with Government Code, Section 2155.444, the State of Texas requires that during the performance of a contract for services, Contractor shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state. This provision does not apply if Contractor receives any federal funds under this Contract.
- II. Excluded Parties List System:** TEA and Contractor must adhere to the directions provided in the President's Executive Order (EO) 13224, Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, which may be viewed at <http://www.whitehouse.gov/briefing-room/presidential-actions/executive-orders>. That Executive Order prohibits any transaction or dealing by United States persons, including but not limited to the making or receiving of any contribution of funds, goods, or services to or for the benefit of those persons listed in the General Services Administration's Excluded Parties List System (EPLS) which may be viewed on the System for Award Management (SAM) site at <http://www.sam.gov>.
- JJ. Suspension and Debarment:** Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local government entity and that Contractor is in compliance with the State of Texas statutes and rules relating to procurement. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Contract.
- KK. Electronic and Information Resources Accessibility Standards:** State agencies shall procure products which comply with the State of Texas Accessibility requirements for Electronic Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. Regulations updating the accessibility requirements for entities covered by Section 508 of the Rehabilitation Act of 1973 have been adopted in FY 2015. Therefore, all current and potential contractors are hereby notified of the changes. The current technical requirements for accessibility contained within this regulation form the basis for our Texas TAC rules on EIR Accessibility. This refresh of 508 uses the WCAG 2.0 AA Accessibility Guidelines (also ISO/IEC standard 40500) as the new technical standard that federal agencies are required to meet when procuring products and services. The Texas Department of Information Resources is modifying the TAC rules to align with it.

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

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

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

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

[WCAG 2.0 at a glance](#)  
[IBM Developer Guidelines Web Checklist](#)  
[Webaim.org Accessibility Checklist](#)

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

The awarded Contractor must employ real users with disabilities for manual testing. Contractor must provide a report that will include the results of auto-testing, screen-by-screen assessments, pass/fail status for each of the identified compliance standards to be met and recommendations for how to repair the screens/pages that do not meet the standards. Remediation recommendations shall be provided to the code level. The report should include

documentation of the experience of real users with disabilities and may recommend techniques for improving the usable accessibility of the application. Contractor shall validate, by title, if all accessibility requirements have been met.

- LL. **Collusion:** Contractor certifies and represents that Contractor has not colluded with, nor received any assistance from, any person who was paid by TEA to prepare specifications or a solicitation on which a Contractor's Bid or Proposal or Response is based and will not allow any person who prepared the respective specifications or solicitation to participate financially in any contract award.
- MM. **Social Security Numbers Withheld:** TEA will not provide Social Security Numbers (SSNs) to any Contractor under this Contract unless specifically specified as part of the Contract Project requirements. TEA, its Contractors and their subcontractors, will not require or request school districts to provide SSNs under this Contract. Contractor agrees that in executing tasks on behalf of TEA, they will not use any student-identifying information in any way that violates the provisions of FERPA, and will destroy or return all student-identifying information to TEA within 30 days of project completion. An authorized officer of Contractor must certify that ALL records have either been properly destroyed or returned to TEA in order to close out the Contract.
- NN. **Nondisclosure; Press Releases:** All information gathered, produced, derived, obtained, analyzed, controlled or Accessed by Contractor in connection with this Contract shall be and remain confidential and shall not be released or disclosed by Contractor without the prior written consent of TEA.
- OO. **Independent Contractor:** Contractor or Contractor's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing the services under any purchase order resulting from this Contract. Contractor or Contractor's employees, representatives, agents and any subcontractors shall not be employees of TEA. Should Contractor subcontract any of the services required in this Contract, Contractor expressly understands and acknowledges that in entering into such subcontract(s), TEA is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve bidder of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this Contract.
- PP. **Contractor Performance:** All state agencies must report unsatisfactory Contractor performance on purchases over \$25,000. Proposers who are in default or otherwise not in good standing under any other current or prior contract with TEA at the time of selection will not be eligible for award of this Contract. A Proposer's past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of Government Code §§ 2155.074, 2155.075, 2156.007, 2157.003, and 2157.125. Proposers may fail this selection criterion for any of the following conditions: A score of less than 90% in Contractor Performance System, currently under a Corrective Action Plan, having repeated negative Contractor performance reports for the same reason, having purchase orders that have been cancelled in the previous 12 months for non-performance (i.e. late delivery, etc.). TEA may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through Contractor Performance Tracking System (as authorized by 34 Texas Administrative Code §20.108). TEA or a designee may conduct periodic contract compliance reviews without advance notice, to monitor performance. TEA may examine other sources of Contractor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Any such investigations shall be at the sole discretion of TEA, and any negative findings, as determined by TEA, may result in non-award to the Proposer.

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

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



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

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

3. **Termination Due to Changes in Law:** If federal or state laws or regulations or other federal or state requirements are amended or judicially interpreted so that either party cannot reasonably fulfill this Contract and if the parties cannot agree to an amendment that would enable substantial continuation of the Contract, the parties shall be discharged from any further obligations under this contract.
4. **Rights upon Termination or Expiration of Contract:** In the event that the Contract is terminated for any reason, or upon its expiration, TEA shall retain ownership of all associated work products and documentation obtained from Contractor under the Contract.
5. **Survival of Terms:** Termination of the Contract for any reason shall not release Contractor from any liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, invoice and fees verification.
6. **Contract Transition:** In the event a subsequent competitive solicitation is awarded to a New Contractor, the Outgoing Contractor shall hand-over to the New Contractor all "Works" including but not limited to the following: data, materials, database access, intellectual property, source code, training materials, access to websites, asset transfer, and maintenance of service commitments. The purpose of transition planning is to ensure a seamless and continuous service when changing from one contract to another. The Outgoing Contractor will begin shipping, transmitting or providing access to all appropriate materials and data to the New Contractor within 10 days of announcement of award at the New Contractor's expense for data processing and production, packing and shipping. The Outgoing Contractor will be responsible for providing the services identified in the Contract until all records have been completely transferred to the New Contractor. The Outgoing Contractor is responsible for performing due diligence to ensure that all the transition activities are identified and completed during the Contract transition.

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

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

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

1. For all other contracts (excludes major contracts) the Contractor is permitted to re-budget among direct cost categories within the approved budget to meet unanticipated requirements and to make limited changes 25% or up to \$1,000 in a direct category in the approved budget without the issuance of a written Amendment as long as the total budget amount does not change. Contractors are required to report deviations from budget and request prior approvals from the TEA Project Manager. Additionally, a revised budget document must be submitted to TEA Project Manager for approval. Once approved,

the documents must be submitted to the Contract staff for incorporation into the contract file. **Failure to submit the budget documents will result in invoices being rejected or payment delayed.**

2. Written amendments are required for the following Contract changes:
  - a. Any revision which would result in the need for additional funding;
  - b. Revisions or additions to the scope of work, deliverables, or objectives of the Contract (regardless of whether there is an associated budget revision requiring prior approval). Increases of 20% or more for major contracts must be approved by the Texas Comptroller;
  - c. A request to extend the period of the Contract;
  - d. Any reduction of funds or reduction in the scope of work;
  - e. Whenever a line item within a class/object code is added;
  - f. An increase in the quantity of capital outlay item(s) requested; and
  - g. An increase or decrease in the number of positions charged to Contract.

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

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

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

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

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

An encumbrance, accounts payable, and expenditure, as with all other contract accounting terms, will be as defined in the *Financial Accounting and Reporting Module of TEA Financial Accountability System Resource Guide*. All goods must have been received and all services rendered by the ending date of this Contract in order



for Contractor to include these costs as either expenditures or as accounts payable and, thereby, recover funds due. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures.

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

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

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

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

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

Workers Compensation: Statutory Limits

Employers Liability: Each Accident \$1,000,000

Disease- Each Employee \$1,000,000

Disease-Policy Limit \$1,000,000

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

Commercial General Liability: Occurrence based:

Bodily Injury and Property Damage

Each occurrence limit: \$1,000,000;

Aggregate limit: \$2,000,000;

Medical Expense each person: \$5,000;

Personal Injury and Advertising Liability: \$1,000,000;

Products /Completed Operations Aggregate Limit: \$2,000,000; and

Damage to Premises Rented to You: \$50,000

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

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

**WW. Drug Free Workplace Policy:** Contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and Contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

- XX. **Abandonment or Default:** If Contractor defaults on the Contract, TEA reserves the right to cancel the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible Proposer. The defaulting Contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by TEA based on the seriousness of the default.
- YY. **Applicable Law and Conforming Amendments:** Contractor must comply with all laws, regulations, requirements and guidelines applicable to a Contractor providing services to the State of Texas as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. TEA reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for TEA or Contractor's compliance with all applicable State and federal laws, and regulations.
- ZZ. **Education Service Center:** No funds transferred to Regional Education Service Centers or to school districts may be used to hire a registered lobbyist.

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

1. Contractor's HSP is attached and incorporated herein.
2. Any changes to the HUB Subcontracting Plan (HSP) must be approved by the Agency HUB Coordinator before staffing changes are initiated.
3. Contractor must submit monthly compliance reports (Prime Contractor Progress Assessment Report (PAR) to the TEA HUB Office, verifying compliance with the HSP, including the use/expenditures made in the preceding month.
4. Submission of the PAR form is a condition for payment.
5. Contractor shall also report all 2nd and 3rd Tier subcontracting in the monthly PAR.
6. The PAR form is due no later than the 10th of the following month.
7. The PAR is required to be submitted monthly, even if no activity occurred for the month. Reports shall be submitted electronically to the [HUBOffice@tea.texas.gov](mailto:HUBOffice@tea.texas.gov)



# HUB Subcontracting Plan (HSP)

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

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

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

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

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

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

## SECTION 1: RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: BloomBoard, Inc. State of Texas VID #: \_\_\_\_\_  
Point of Contact: Jason C. Lange Phone #: 203-675-9848  
E-mail Address: jclange@bloomboard.com Fax #: \_\_\_\_\_
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No
- c. Requisition #: 701-17-015 Bid Open Date: 1/3/2017  
(mm/dd/yyyy)

Enter your company's name here: BloomBoard, Inc.Requisition #: 701-17-015**SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS**

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

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

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

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

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
1	Micro-Credential content development, review, and training	34.5 %	%	10.8 %
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	34.5 %	%	10.8 %

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

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

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

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

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

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

Enter your company's name here: BloomBoard, Inc.Requisition #: 701-17-015**SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)**

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

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

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

Enter your company's name here: BloomBoard, Inc.Requisition #: 701-17-015

**SECTION 3: SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

N/A

**SECTION 4: AFFIRMATION**

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

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



Signature

Jason C. Lange

Printed Name

CEO

Title

1/2/2017Date  
(mm/dd/yyyy)**Reminder:**

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

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

Rev. 10/16

Enter your company's name here: BloomBoard, Inc.

Requisition #: 701-17-015

**IMPORTANT:** If you responded "Yes" to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf>

## SECTION A-1: SUBCONTRACTING OPPORTUNITY

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

Item Number: 1 Description: Micro-Credential content development, review, and training

## SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/passcmlsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB <small>Do not enter Social Security Numbers. If you do not enter their VID / EIN, leave their VID / EIN field blank.</small>	Texas VID or federal EIN	Approximate Dollar Amount	Expected Percentage of Contract
Resources For Learning	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1200029531600	\$ 144,900	29 %
Martin Consulting	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1462536604300	\$ 27,250	5.5 %
Learning Forward	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	31-0955962	\$ 54,000	10.8 %
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

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



**HUB SUBCONTRACTING PLAN (HSP), PRIME CONTRACTOR PROGRESS  
REPORT (PAR), is here incorporated by reference.**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

## Texas Education Agency Contract Invoice

Contract & Invoice Information	
Payee Name	BLOOMBOARD, INC.
PO Number	
Contract Number	
Payee VID	
Payee Mailing Address	
Invoice Date	
Invoice Total	
Dates of Service	
Payee Contact & Phone	

[illegible]

Submit supporting documentation with your invoice