

STATE OF TEXAS §
COUNTY OF TRAVIS §

Division/Org Code:	601	Program Name:	Texas GEAR UP Evaluation
Speed Chart:		Legal/Funding Authority:	PL 105-244 IV Higher Education Act of 1965 as amended by PL 105-244
Payee Name:	ICF Incorporated, L.L.C.	Contract #:	2991
Payee ID ISAS	1520893615	PO #:	

TEXAS EDUCATION AGENCY STANDARD CONTRACT

ARTICLE I. PARTIES TO CONTRACT

This agreement is entered into by and between the Texas Education Agency ("TEA"), a Texas State Agency and ICF Incorporated, L.L.C. ("Contractor").

ARTICLE II. PERIOD OF CONTRACT

TEA shall pay Contractor for the reasonable and approved costs incurred by Contractor in connection with the Contract Project during the period beginning January 21, 2013 and ending August 31, 2015, unless extended or terminated as otherwise provided for this contract. TEA, at its own discretion, may extend the contract awarded for up to two additional contract periods under the same or different terms subject to appropriation of funds by the Texas Legislature for this project. The first option period extends from September 1, 2015 through August 31, 2017 and the second option extends from September 1, 2017 through August 31, 2019.

ARTICLE III. PURPOSES OF CONTRACT

Contractor shall perform all of the functions and duties set described herein and in the appendices to this Contract, which are attached hereto and incorporated by reference.

ARTICLE IV. PAYMENT UNDER CONTRACT

Subject to the availability to TEA of funds for the purpose(s) of this contract, TEA shall pay to Contractor by State of Texas warrant(s) the amount of \$750,000 for the base project period with \$250,000 budgeted per fiscal year 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 Exhibit A (Invoicing/Payment Schedule) and Special Provisions E, which are 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)
- Special Provisions E, Payment and Invoicing

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

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

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

ARTICLE VI. ENTIRE CONTRACT

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

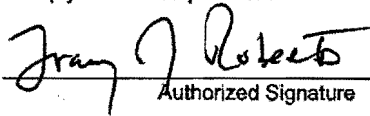
AGREED and accepted on behalf of Contractor effective beginning on the date of the Contract as specified above and as indicated by signature below of a person authorized to bind Contractor.


Typed name: Timothy M. Lowry
Typed title: Director, Contracts


Authorized Signature

Special Provisions A addresses verification of data destruction. Signature below ensures Contractor has been made aware of the Texas Education Agency's Provisions and intends to comply with the requirements.

Typed name: Tracy Roberts
Typed title: Vice President


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 <u>4-5-13</u> (month/day/year) by a person authorized to bind Agency.	
Return three (3) copies with original signature to: Norma Barrera Texas Education Agency Purchasing and Contracts Division 1701 North Congress Avenue Rm. 2-125 Austin, Texas 78701-1494	 Shirley Beaulieu, Associate Commissioner Finance/ CFO

APPENDIX 1

- A. The definitions of terms in the General Provisions are incorporated herein.
- B. The TEA contract consists of the following documents:
- Texas Education Agency's Standard Contract including General Provisions, all Appendices, and Special Provisions;
 - Revised Final Cost Proposal dated March 19, 2013, Exhibit A
 - Final Cost Proposal dated January 28, 2013, Attachment 1
 - Contractor's Oral Presentation dated December 19, 2012, Attachment 2
 - Contractor's proposal to the Texas Education Agency entitled, "Texas GEAR UP Evaluation," submitted November 27, 2012, Attachment 3
 - Request for Proposal #701-13-009 entitled, "Texas GEAR UP Evaluation," released on October 29, 2012, Attachment 4.

Exhibit A and Attachments 1, 2, 3, and 4 are incorporated herein by reference and are therefore made a part of this contract.

- C. The terms, conditions, and requirements contained in the Request for Proposal entitled "Texas GEAR UP Evaluation," with a closing date of November 27, 2012, and identified as RFP #701-13-009, are incorporated herein by reference, although in the event of conflict the General Provisions to Standard Contract shall control.
- D. If there is a conflict or ambiguity between or among the terms of the documents that constitute this Contract, and if that conflict or ambiguity cannot be resolved by construing the terms so as to harmonize all their terms, then the conflict or ambiguity shall be resolved with the following Contract documents prevailing in the following order of priority:
- Special Provisions – A, Program Specific
 - Special Provisions – E, Payment and Invoicing
 - General Provisions of the Standard Contract;
 - The Standard Contract, inclusive of all appendices;
 - Contractor's Best and Final Offer dated March 19, 2013;
 - Contractor's Best and Final Offer dated January 28, 2013;
 - Contractor's Oral Presentation dated December 19, 2012;
 - Contractor's Proposal to the Texas Education Agency entitled Texas GEAR UP Evaluation submitted November 27, 2012; and
 - The Request for Proposal entitled "Texas GEAR UP Evaluation" released October 29, 2012.

- E. Description of Services/Activities:

ICF Incorporated will provide a comprehensive evaluation of the Texas Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP) Grant Program. The purpose of this evaluation is to better understand the strategies Texas GEAR UP grantees use to meet the goals of the program and how program components and participation levels link to program outcomes.

ICF will provide TEA with deliverables as specified in the RFP and as agreed to under any contract(s). The deliverables are specified in Section 1.6 of the RFP and in Appendix 2, which is attached hereto and incorporated herein.

- F. Budget:

The Revised Final Cost Proposal dated March 19, 2013 labeled Exhibit A is attached hereto and incorporated herein. Payments shall be monthly upon completion of designated subtasks/activities and invoiced according to Special Provisions E.

No funds shall be used to pay for food costs (i.e., refreshments, banquets, group meals, etc.) unless requested as a specific line item in the budget by the Contractor and approved (prior to expenditures occurring) by TEA. This applies to both federally and state funded Contracts.

Contractor will make a good faith effort to comply with the State of Texas Travel Guidelines. TEA may at its discretion approve requests for reimbursement of travel which exceed the State of Texas Travel Guidelines. Contractor shall maintain receipts in accordance with item H of the General Provisions. The Comptroller's website for travel rules and regulations – **Travel:** <https://fmxcpa.state.tx.us/fmx/travel/texttravel/index.php>. Receipts must be made available for programmatic or financial audit, by TEA and by others authorized by law or regulation to make such an audit, for a period of not less than five (5) years.

State travel expense reimbursement is not a per diem. Employees and contractors must claim the actual expenses incurred for meals and lodging not to exceed the maximum allowable rates. The maximum should not be claimed unless the actual expenditures equal or exceed the maximum allowable rate.

APPENDIX 2

A. ICF Incorporated, L.L.C. shall provide Project Deliverables as stated in the Task Activity Plan of the Texas GEAR UP Evaluation Proposal submitted to TEA by ICF Incorporated, L.L.C. on March 19, 2013. Contractor's Task Activity Plan is attached and incorporated herein.

Texas GEAR UP Evaluation – Task Activity Plan (Base Period)

Task/Subtask	Contract Base Period		
	Contract Year 1 Jan 13–Aug 13	Contract Year 2 Sep 13–Aug 14	Contract Year 3 Sep 14–Aug 15
Task 1: Evaluation Planning/Instrumentation – Staff Responsible: Barbara O’Donnel (Principal Investigator)			
Subtask 1.1 Quantitative Instrument Development – Staff Responsible: Ashley Briggs (Implementation/Cost Lead)			
A. APR Data Collection Tool	Mar 1, 2013	N/A	N/A
B. Student Survey	Apr 30, 2013	N/A	N/A
C. Parent/Family Survey	Apr 30, 2013	N/A	N/A
D. Statewide Project Share Data	Apr 30, 2013	N/A	N/A
Subtask 1.2 Qualitative Instrument Development – Staff Responsible: Charles Devarius (Qualitative Lead)			
A. TEA/Partners Telephone Interview Protocol	Mar 31, 2013	N/A	N/A
B. School Site Visit Protocol	Apr 30, 2013	N/A	N/A
C. School Administrator Interview Guide	Apr 30, 2013	N/A	N/A
D. Students Focus Group Guide	Apr 30, 2013	N/A	N/A
E. Parents Focus Group Guide	Apr 30, 2013	N/A	N/A
F. Community Partners Focus Group Guide	Apr 30, 2013	N/A	N/A
Task 2: Data Collection – Staff Responsible: Barbara O’Donnel (Principal Investigator)			
Subtask 2.1 Quantitative Data Collection – Staff Responsible: Ashley Briggs (Implementation/Cost Lead) – Analysis			
A. Student Demographics [PEIMS] – Baseline (2011–12)	Mar 31, 2013	N/A	N/A
B. Student Demographics [PEIMS] – Current School Year	Mar 31, 2013	Mar 31, 2014	Mar 31, 2015
C. Attendance/Course Completion [PEIMS] – Baseline (2011–12)	Mar 31, 2013	N/A	N/A
D. Attendance/Course Completion [PEIMS] – Previous School Year	N/A	Oct 31, 2013	Oct 31, 2014
E. Leaver Data [PEIMS] – Baseline (2011–12)	Mar 31, 2013	N/A	N/A
F. Leaver Data [PEIMS] – Previous School Year	N/A	Mar 31, 2014	Mar 31, 2015
G. AEIS – Baseline (2011–12)	Mar 31, 2013	N/A	N/A
H. AEIS – Previous School Year	N/A	Nov 30, 2013	Nov 30, 2014
I. STAAR/EOC – Baseline (2011–12)	Mar 31, 2013	N/A	N/A
J. STAAR/EOC – Current School Year	Jul 31, 2013	Jul 31, 2014	Jul 31, 2015
K. National Standardized Tests – Baseline (2011–12)	Mar 31, 2013	N/A	N/A
L. National Standardized Tests – Previous School Year	N/A	Jul 31, 2014	Jul 31, 2015
Subtask 2.2 Quantitative New Data Collection – Staff Responsible: Ashley Briggs (Implementation/Cost Lead) – Analysis			
A. APR Data (including actual expenditures)	Mar 26, 2013	Mar 1-15, 2014	Mar 1-15, 2015
B. Subgrantee Progress/Expenditure Reports	Mar 31, 2012	Dec 31, 2013	Dec 31, 2014
C. Student Surveys – Fall	N/A	Sep 1-30, 2013	Sep 1-30, 2014
D. Student Surveys – Spring	May 1-31, 2013	May 1-31, 2014	Mar 1-24, 2015
E. Parent/Family Surveys – Spring	May 1-31, 2013	May 1-31, 2014	May 1-31, 2015
F. Statewide Project Share Data	Jun 15, 2013	Jun 15, 2014	Jun 15, 2015
Subtask 2.3 Qualitative New Data Collection – Staff Responsible: Charles Devarius (Qualitative Lead) – Analysis			
A. TEA GEAR UP Grant Application to DOE	Jan 28, 2013	N/A	N/A
B. Subgrantee Applications	Jan 30, 2013	N/A	N/A
C. Telephone Interviews with TEA and Partners	Apr 1-30, 2013	Mar 1-15, 2014	Mar 1-15, 2015
D. School Site Visits – Fall	N/A	Oct 1-30, 2013	Oct 1-30, 2014
E. School Site Visits – Spring	May 1-31, 2013	May 1-31, 2014	May 1-31, 2015

Task 3: Data Management & Analysis – Staff Responsible: Barbara O'Donnel (Principal Investigator)			
Subject: Quantitative Data Management & Analysis – Staff Responsible: Katarina Passa (Quantitative Lead) / Analyst			
A. APR Data	Mar 26-Apr 5, 2013	Mar 16-31, 2014	Mar 16-31, 2015
B. Subgrantee Progress/Expenditure Report Data	Apr 30, 2013	Apr 30, 2014	Apr 30, 2015
C. TEA (PEIMS, AEIS, STAAR/EOC) Data – Phase 1	Apr 30, 2013	Dec 31, 2013	Dec 31, 2014
D. TEA (PEIMS, AEIS, STAAR/EOC) Data – Phase 2	Aug 31, 2013	Apr 30, 2014	Apr 30, 2015
E. TEA (PEIMS, AEIS, STAAR/EOC) Data – Phase 3	N/A	Aug 31, 2014	Aug 31, 2015
F. National Standardized Tests Data	Apr 30, 2013	Aug 31, 2014	Aug 31, 2015
G. Survey Data – Fall	N/A	Oct 1-30, 2013	Oct 1-30, 2014
H. Survey Data – Spring	Jun 1-30, 2013	Jun 1-30, 2014	Jun 1-30, 2015
I. Statewide Project Share Data	Jun 16-Jul 31, 2013	Jun 16-Jul 31, 2014	Jun 16-Jul 31, 2015
Subject: Quantitative Data Management & Analysis – Staff Responsible: Ashley Briggs (Implementation/COS Lead) / Analyst			
A. TEA Planned/Actual Expenditures	May 31, 2013	May 31, 2014	May 31, 2015
B. Subgrantee Planned/Actual Expenditures	May 31, 2013	May 31, 2014	May 31, 2015
Subject: Qualitative Data Management & Analysis – Staff Responsible: Charles Hawkins (Qualitative Lead) / Analyst			
A. TEA/Partner Interview Data	Apr 30, 2013	Mar 31, 2014	Mar 31, 2015
B. School Site Visit Data – Fall	N/A	Dec 31, 2013	Dec 31, 2014
C. School Site Visit Data – Spring	Jun 30, 2013	Jun 30, 2014	Jun 30, 2015
Task 4: Reporting – Staff Responsible: Barbara O'Donnel (Principal Investigator) + Leads			
Subject: Qualitative Monitors/Service Formative Memos			
A. TEA/Partner Interview Formative Memo	May 31, 2013	Apr 15, 2014	Apr 15, 2015
B. Fall Survey Formative Memo	N/A	Dec 30, 2013	Dec 30, 2014
C. Spring Survey Formative Memo	Jun 30, 2013	Apr 24, 2014	Apr 24, 2015
D. Fall Site Visit Formative Memo	N/A	Nov 30, 2013	Nov 30, 2014
E. Spring Site Visit Formative Memo	Jun 30, 2013	Jun 30, 2014	Jun 30, 2015
F. School Site Visit Formative Memo	N/A	Jan 31, 2014	Jan 31, 2015
G. School Site Visit Formative Memo	Jul 31, 2013	Jul 31, 2014	Jul 31, 2015
H. School Site Visit Formative Memo	Apr 30, 2013	Apr 30, 2014	Apr 30, 2015
I. School Site Visit Formative Memo	Apr 30, 2013	Apr 30, 2014	Apr 30, 2015
Task 5: Communications & Project Management – Staff Responsible: Thomas Horwood (Project Manager)			
Subject: Kickoff Meetings			
A. Kickoff Meeting Agenda	Apr 15, 2013	N/A	N/A
B. Kickoff Meeting Notes	Apr 30, 2013	N/A	N/A
C. Meeting Agendas (C1-7 year 1; C1-12 years 2 & 3)	Last Day Monthly	Last Day Monthly	Last Day Monthly
D. Meeting Notes (D1-7 year 1; D1-12 years 2 & 3)	Last Day Monthly	Last Day Monthly	Last Day Monthly
Subject: Monthly Progress Reports – Invoicing			
A. September	N/A	Sep 30, 2013	Sep 30, 2014
B. October	N/A	Oct 31, 2013	Oct 31, 2014
C. November	N/A	Nov 30, 2013	Nov 30, 2014
D. December	N/A	Dec 31, 2013	Dec 31, 2014
E. January	N/A	Jan 31, 2014	Jan 31, 2015
F. February	N/A	Feb 28, 2014	Feb 28, 2015
G. March	Mar 31, 2013	Mar 31, 2014	Mar 31, 2015
H. April	Apr 30, 2013	Apr 30, 2014	Apr 30, 2015
I. May	May 31, 2013	May 31, 2014	May 31, 2015
J. June	Jul 30, 2013	Jul 30, 2014	Jul 30, 2015
K. July	Jul 31, 2013	Jul 31, 2014	Jul 31, 2015
L. August	Aug 31, 2013	Aug 31, 2014	Aug 31, 2015

GENERAL PROVISIONS

- A. As used in these General Provisions:
- *Contract* means the entire document, and all of TEA's attachments, appendices, schedules (including but not limited to the General Provisions and the Special Provisions), amendments and extensions of or to the Standard Contract;
 - *Receiving Agency or Party or TEA* means the Texas Education Agency;
 - *Performing Agency or Contractor* means the party or parties to this Contract other than TEA, including its or their officers, directors, employees, agents, representatives, consultants and subcontractors, and subcontractors' officers, directors, employees, agents, representatives and consultants;
 - *Project Manager/Administrator* means the respective person(s) representing TEA or Contractor, as indicated by the Contract, for the purposes of administering the Contract Project;
 - *Contract Project* means the purpose intended to be achieved through the Contract;
 - *Amendment* means a Contract that is revised in any respect, and includes both the original Contract, and any subsequent amendments or extensions thereto;
 - *Works* means all tangible or intangible material, products, ideas, documents or works of authorship prepared or created by Contractor for or on behalf of TEA at any time after the beginning date of the Contract ("Works" includes but is not limited to computer software, data, information, images, illustrations, designs, graphics, drawings, educational materials, assessment forms, testing materials, logos, trademarks, patentable materials, etc.); and,
 - *Intellectual Property Rights* means the worldwide intangible legal rights or interests evidenced by or embodied in: (a) any idea, design, concept, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (b) any work of authorship, including any copyrights, moral rights or neighboring rights; (c) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (d) domain name registrations; and (e) any other similar rights. The Intellectual Property Rights of a party include all worldwide intangible legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.
- B. **Contingency:** The Contract(s), including any amendments, extensions or subsequent contracts, are executed by TEA contingent upon the availability of appropriated funds by legislative act. Notwithstanding any other provision in this Contract or any other document, this Contract is void upon the insufficiency (in TEA's discretion) or unavailability of appropriated funds. In addition, this Contract may be terminated by TEA at any time for any reason upon notice to Contractor. Expenditures and/or activities for which Contractor may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from TEA.
- C. **Indemnification:**
For local educational agencies (LEAs), regional education service centers (ESCs), institutions of higher education (IHEs), and state agencies: Contractor, to the extent permitted by law, shall hold TEA harmless from and shall indemnify TEA against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising from, or in connection with, any acts of Contractor in performance of the Contract Project.

For all other contractors, including nonprofit organizations and for-profit businesses: Contractor shall indemnify, hold harmless, and defend TEA and the State, all of its officers, agents, and employees from any and all claims, actions, suits, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising from, or in connection with, any acts or omissions of the Contractor or any agent, employee, subcontractor, or supplier of Contractor in performance of the Contract Project.
- D. **Subcontracting and Substitutions:** Contractor shall not assign, transfer or subcontract any of its rights or responsibilities under this Contract without prior formal written amendment to this Contract properly executed by both TEA and Contractor. TEA reserves the right to request changes in personnel assigned to the project. The TEA Project Manager must pre-approve any changes in key personnel throughout the contract term. Any changes to the HUB Subcontracting Plan (HSP) must be approved by the Agency HUB Coordinator before staffing changes are initiated. Substitutions are not permitted without written approval of the TEA Project Manager.
- E. **Encumbrances/Obligations:** All encumbrances, accounts payable, and expenditures shall occur on or between the beginning and ending dates of this Contract. All goods must have been received and all services rendered during the Contract period in order for Contractor to recover funds due. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures.
- F. **Contractor's Proposal:** Contractor's proposal that was furnished to TEA in response to a request for proposal is incorporated in this Contract by reference. The provisions of this Contract shall prevail, however, in all cases of conflict arising from the terms of Contractor's proposal whether such proposal is a written part of this Contract or is attached as a separate document.

- G. **Requirements, Terms, Conditions, and Assurances:** The terms, conditions, and assurances, which are stated in the Request for Proposal, in response to which Contractor submitted a proposal, are incorporated herein by reference for all purposes, although the current General Provisions shall prevail in the event of conflict.
- H. **Records Retention:** Contractor shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Contractor in connection with the Contract Project. These records and accounts shall be retained by Contractor and made available for programmatic or financial audit by TEA and by others authorized by law or regulation to make such an audit for a period of not less than five (5) years from the date of completion of the Contract Project or the date of the receipt by TEA of Contractor's final claim for payment or final expenditure report in connection with this Contract, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed.

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

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

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

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

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

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

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

- J. **Sanctions for Failure to Perform or for Noncompliance:** If Contractor, in TEA's sole determination, fails or refuses for any reason to comply with or perform any of its obligations under this Contract, TEA may impose such sanctions as it may deem appropriate. This includes but is not limited to the withholding of payments to

Contractor until Contractor complies; the cancellation, termination, or suspension of this Contract in whole or in part; and the seeking of other remedies as may be provided by this Contract or by law. Any cancellation, termination, or suspension of this Contract, if imposed, shall become effective at the close of business on the day of Contractor's receipt of written notice thereof from TEA.

- K. **Contract Cancellation, etc.:** If this Contract is cancelled, terminated, or suspended by TEA prior to its expiration date, the reasonable monetary value of services properly performed by Contractor pursuant to this Contract prior to such cancellation, termination or suspension shall be determined by TEA and paid to Contractor as soon as reasonably possible.
- L. **Refunds Due to TEA:** If TEA determines that TEA is due a refund of money paid to Contractor pursuant to this Contract, Contractor shall pay the money due to TEA within 30 days of Contractor's receipt of written notice that such money is due to TEA. If Contractor fails to make timely payment, TEA may obtain such money from Contractor by any means permitted by law, including but not limited to offset, counterclaim, cancellation, termination, suspension, total withholding, and/or disapproval of all or any subsequent applications for said funds.
- M. **Capital Outlay:** If Contractor purchases capital outlay (furniture and/or equipment) to accomplish the Contract Project, title will remain with Contractor for the period of the Contract. TEA reserves the right to transfer capital outlay items for Contract noncompliance during the Contract period or as needed after the ending date of the Contract. This provision applies to any and all furniture and/or equipment regardless of unit price and how the item is classified in Contractor's accounting record. This provision is applicable when federal funds are utilized for the Contract.
- N. **TEA Property (terms):** In the event of loss, damage or destruction of any property owned by or loaned by TEA while in the custody or control of Contractor, Contractor shall indemnify TEA and pay to TEA the full value of or the full cost of repair or replacement of such property, whichever is the greater, within 30 days of Contractor's receipt of written notice of TEA's determination of the amount due. This applies whether the property is developed or purchased by Contractor pursuant to this Contract or is provided by TEA to Contractor for use in the Contract Project. If Contractor fails to make timely payment, TEA may obtain such money from Contractor by any means permitted by law, including but not limited to offset or counterclaim against any money otherwise due to Contractor by TEA.
- O. **State of Texas Laws:** In the conduct of the Contract Project, Contractor shall be subject to Texas State Board of Education rules pertaining to this Contract and the Contract Project, and to the laws of the State of Texas governing this Contract and the Contract Project. This Contract constitutes the entire agreement between TEA and Contractor for the accomplishment of the Contract Project. This Contract shall be interpreted according to the laws of the State of Texas except as may be otherwise provided for in this Contract.
- P. **Federal Regulations Applicable to All Federally Funded Contracts:**
 - 1. For Local Education Agencies (LEAs): 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 75 or 76 as applicable, 77, 79, 80, 81, 82, 85, 99, 104, 47 CFR 0 and 64, and OMB Circulars A-87 (Cost Principles) and A-133 (Audits);
 - 2. For Education Service Centers (ESCs): 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 75 or 76 as applicable, 77, 79, 80, 81, 82, 85, 99, 104, 47 CFR 0 and 64, and OMB Circulars A-87 (Cost Principles) and A-133 (Audits);
 - 3. For Institutions of Higher Education (IHEs): 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 74, 77, 79, 81, 82, 85, 99, 104, OMB Circular A-21 (Cost Principles), 47 CFR 0 and 64, OMB Circular A-133 (Audits), and OMB Circular A-110 (Uniform Administrative Requirements);
 - 4. For Nonprofit Organizations: 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 74, 77, 79, 81, 82, 85, 99, 104, 47 CFR 0 and 64, OMB Circulars A-122 (Cost Principles) and A-133 (Audits), and OMB Circular A-110 (Uniform Administrative Requirements);
 - 5. For State Agencies: 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 76, 80, 81, 82, 85, 99, 104, 47 CFR 0 and 64, OMB Circulars A-87 (Cost Principles) and A-133 (Audits), and OMB Circular A-110 (Uniform Administrative Requirements); and
 - 6. For Commercial (for-profit) Organizations: 29 CFR 1630 and 48 CFR Part 31.
 - 7. For American Recovery and Reinvestment Act funded projects: FAR 52.204-11, 52.212-5, 52.214-26, 52.215-2, and OMB Guidance Memo M-09-15.
- Q. **Point of Contact:** All notices, reports and correspondence required by this Contract shall be in writing and delivered to the TEA project manager listed below or their successors in office:

TEA
Jennifer Broussard, Project Manager
Evaluation Activities
Texas Education Agency

CONTRACTOR
Jean Ah Munroe
Contracts Administrator
ICF Incorporated, L.L.C.

William B. Travis Building
1701 N. Congress Avenue
Austin, Texas 78701

9300 Lee Highway
Fairfax, VA 22031-1207

- R. **Time and Effort Recordkeeping:** For those personnel whose salaries are prorated between or among different funding sources, time and effort records will be maintained by Contractor that will confirm the services provided within each funding source. Contractor must adjust payroll records and expenditures based on this documentation. This requirement applies to all projects, regardless of funding source, unless otherwise specified. For federally funded projects, time and effort records must be in accordance with the requirements in the applicable OMB cost principles.
- S. **Federal Rules, Laws, and Regulations That Apply to all Federal Programs:** Contractor shall be subject to and shall abide by all federal laws, rules, and regulations, pertaining to the Contract Project, including, but not limited to:
1. Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. sec. 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64;
 2. Title VI of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 CFR Part 100;
 3. Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination in educational institutions) and the regulations effectuating its provisions contained in 34 CFR Part 106, if Contractor is an educational institution;
 4. Section 504 of the Rehabilitation Act of 1973, as amended (nondiscrimination on the basis of handicapping condition), and the regulations effectuating its provisions contained in 34 CFR Parts 104 and 105.
 5. The Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age), and the implementing regulations contained in 34 CFR, Part 110;
 6. Family Educational Rights and Privacy Act of 1975, as amended, and the implementing regulations contained in 34 CFR, Part 99, if Contractor is an educational institution;
 7. Section 509 of H.R. 5233 as incorporated by reference in P.L. 99-500 and P.L. 99-591 (prohibition against the use of federal grant funds to influence legislation pending before Congress);
 8. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103-382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and
 9. General Education Provisions Act, as amended.
- T. **Forms, Assurances, and Reports:** Contractor shall timely make and file with the proper authorities all forms, assurances and reports required by federal laws and regulations. TEA shall be responsible for reporting to the proper authorities any failure by Contractor to comply with the foregoing laws and regulations coming to TEA's attention, and may deny payment or recover payments made by TEA to Contractor in the event of Contractor's failure so to comply. Contractor who is indebted or owes delinquent taxes to the state will have any payments under the Contract applied toward the debt or delinquent taxes owed the state until the account is paid in full, regardless of when the debt or delinquency was incurred. This provision does not apply if the warrant or transfer results in payments being made in whole or in part with money paid to the state by the Federal Government.
- U. **Signature Authority; Final Expression; Superseding Document:** Contractor certifies that the person signing this Contract has been properly delegated this authority. The Contract represents the final and complete expression of the terms of agreement between the parties. The Contract supersedes any previous understandings or negotiations between the parties. Any representations, oral statements, promises or warranties that differ from the Contract shall have no force or effect. The Contract may be modified, amended or extended only by formal written amendment properly executed by both TEA and Contractor.
- V. **Antitrust:** By signing this Contract, Contractor, represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation or institution has, (1) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract.
- W. **Family Code Applicability:** By signing this Contract, Contractor, if other than a state Party, certifies that under Section 231.006, Family Code, that Contractor is not ineligible to receive specified grant, loan, or payment under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. TEA reserves the right to terminate this Contract if Contractor is found to be ineligible to receive payment. If Contractor is found to be ineligible to receive payment and the Contract is terminated, Contractor is liable to TEA for attorney's fees, the costs necessary to complete the Contract, including the cost of advertising and awarding a second contract, and any other damages or relief provided by law or equity.

- X. **Dispute Resolution:** The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by TEA and Contractor to attempt to resolve all disputes arising under this Contract. The parties may agree to mediation of their dispute at any time. However, if all issues in dispute are not completely resolved through direct negotiations between the parties within 180 days after the agency receives Contractor's notice of claim, then the parties must submit the dispute to mediation before a mutually acceptable mediator in Travis County, Texas. The mediation must be completed on or before 270 days after the agency receives Contractor's notice of claim. Completion of the mediation is a condition precedent to the filing of a contested case hearing under Chapter 2260. The agency's participation in mediation or any other dispute resolution process shall not waive any of the agency's contractual or legal rights and remedies, including but not limited to sovereign immunity.
- Y. **Interpretation:** In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, Appendices, General Provisions, Special Provisions, Exhibits, and Attachments or other documents, the TEA Contract and its General Provisions, Appendices and Special Provisions shall take precedence over all other documents which are a part of this contract.
- Z. **Education Service Center:** No funds transferred to Regional Education Service Centers or to school districts may be used to hire a registered lobbyist.
- AA. **Compliance with Laws:** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting Contractor's performance, including if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations. For the entire duration of the Contract, Contractor shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. When required or requested by the Agency, Contractor shall furnish TEA with satisfactory proof of its compliance with this provision.
- BB. **Public Information:** The TEA is subject to the provisions of the Texas Public Information Act. If a request for disclosure of this Contract or any information related to the goods or services provided under the Contract or information provided to the TEA under this Contract constituting a record under the Act is received by the TEA, the information must qualify for an exception provided by the Texas Public Information Act in order to be withheld from public disclosure. Contractor authorizes the TEA to submit any information contained in the Contract, provided under the Contract, or otherwise requested to be disclosed, including information Contractor has labeled as confidential proprietary information, to the Office of the Attorney General for a determination as to whether any such information may be exempt from public disclosure under the Act. If the TEA does not have a good faith belief that information may be subject to an exception to disclosure, the TEA is not obligating itself by this Contract to submit the information to the Attorney General. It shall be the responsibility of the Contractor to make any legal argument to the Attorney General or appropriate court of law regarding the exception of the information in question from disclosure. The Contractor waives any claim against and releases from liability the TEA, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by the Contractor and determined by the Attorney General or a court of law to be subject to disclosure under the Texas Public Information Act.
- CC. **Gratuities:** By signing this Contract, Contractor represents and warrants that the Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.
- DD. **Venue and Jurisdiction:** Subject to and without waiving any of the Agency's rights, including sovereign immunity, this Contract is governed by and construed under and in accordance with the laws of the State of Texas. Venue for any suit concerning this solicitation and any resulting contract or purchase order shall be in a court of competent jurisdiction in Travis County, Texas.
- EE. **Protests:** Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation, evaluation, or award of this or any other contract by the Texas Education Agency may submit a formal protest to the Director of the Agency's Contracts and Purchasing Division. This protest procedure shall be the exclusive method by which anyone may make a challenge to any aspect of the Agency's contracting process. The Agency will not be required to consider the merits of any protest unless the written protest is submitted within ten (10) working days after such aggrieved person knows, or reasonably should have known, of the occurrence of the action which is protested. The protest document must meet with all requirements in applicable law and Agency's rules (Title 19 of the Texas Administrative Code, at § 30.2002) <http://ritter.tea.state.tx.us/rules/tac/index.html>.

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

contract void at inception. In that event, the party who had been awarded the contract shall have no rights under the contract and no remedies under the law against the Agency.

- FF. **Liability for and Payment of Taxes:** Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Contractor or its employees. TEA shall not be liable for any taxes resulting from this Contract.
- GG. **Severability:** In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, the invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein. The remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.
- HH. **Conformance:** The Contractor warrants that all goods and services furnished shall conform in all respects to the terms of this Contract, including any drawings, specifications or standards incorporated herein, and any defects in materials, workmanship, and free from such defects in design. In addition, respondent warrants that goods and services are suitable for and will perform in accordance with the purposes for which they are intended.
- II. **Felony Criminal Convictions:** Contractor represents and warrants that Contractor has not and Contractor's employees assigned to TEA projects have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Contractor has fully advised TEA as to the facts and circumstances surrounding the conviction.
- JJ. **Criminal Background Checks:** If during the term of this Contract, Contractor, and/or Contractor staff, or subcontractor have access to Texas public school campuses, all Contractor and/or Contractor's staff must submit to a national criminal history record information review (includes fingerprinting) and meet all eligibility standards and criteria as set by Agency before serving in assignments on behalf of the Agency. This requirement applies to all individuals who currently serve or will serve in Agency assignments that have the possibility of direct contact with students. Assignments are contingent upon meeting Agency eligibility standards. Contractor and/or any staff member of Contractor who may perform services under this contract must complete this criminal history review before the beginning of an assignment. If said individuals have not completed this requirement or the review results in a determination that Contractor is not eligible for assignment, this contract will be terminated effective immediately or the date of notice of non-eligibility, whichever is earliest.
- KK. **Assignment of Contract:** This Contract may not be assigned, sold, or transferred without the express written consent of the TEA Purchasing and Contracts Division. An attempted assignment after Contract award without the TEA approval will constitute a material breach of contract.
- LL. **Buy Texas:** In accordance with Government Code, Section 2155.444, the State of Texas requires that during the performance of a contract for services, Contractor shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state. This provision does not apply if Contractor receives any federal funds under this Contract.
- MM. **Excluded Parties List System:** The Texas Education Agency is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, <http://www.epls.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Contractor certifies that they are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Contractor is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.
- NN. **Suspension and Debarment:** Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local government entity. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.
- OO. **Web Accessibility Policy:** State law requires State Agencies and institutions of higher education to provide persons and employees with disabilities access comparable to access and use provided to the public and State employees without disabilities for the following: telephones and other telecommunications products, information kiosks, transaction machines, internet websites, and multimedia resources. TEA adheres to the standards set forth in TAC §206 State Web Sites, TAC §213 Electronic and Information Resources, and the Federal 508 requirements which may be viewed at

<http://www.governor.state.tx.us/disabilities/resources/keylaws/access>. This policy is applicable to all TEA contractors who develop or provide any of the services or products listed above as a result of a TEA contract award or approved vendor list. All documents created or developed under this Contract must also be compliant with all state and federal regulations for web accessibility (i.e., Americans with Disabilities Act (ADA) compliance, http://www.dir.state.tx.us/general_info/accessibility.htm).

- PP. **Collusion:** Contractor certifies and represents that Contractor has not colluded with, nor received any assistance from, any person who was paid by TEA to prepare specifications or a solicitation on which a respondent's bid or proposal is based and will not allow any person who prepared the respective specifications or solicitation to participate financially in any contract award.
- QQ. **Social Security Numbers Withheld:** TEA will not provide Social Security Numbers (SSNs) to any Contractor under this contract. TEA, its contractors and their subcontractors, will not require or request school districts to provide SSNs under this contract.
- RR. **Proprietary or Confidential Information:** Contractor, its employees and subcontractors, agree that in executing tasks on behalf of the TEA, they will not use any student-identifying information in any way that violates the provisions of FERPA, and will destroy or return all student-identifying information within thirty (30) days of project completion. Contractor also agrees not to disclose any information to which it is privy under this Contract without the prior consent of the agency. Contractor will indemnify and hold harmless the State of Texas, its officers and employees, and TEA, its officers and employees for any claims or damages that arise from the disclosure by Contractor or its contractors of information held by the State of Texas.
- SS. **Independent Contractor:** Contractor shall serve as an independent contractor in providing services under this Contract. Contractor's employees are not and shall not be construed as employees or agents of the State of Texas.
- TT. **Vendor Performance:** All state agencies must report unsatisfactory vendor performance on purchases over \$25,000. Respondents who are in default or otherwise not in good standing under any other current or prior contract with TEA at the time of selection will not be eligible for award of this contract. Agencies report satisfactory and exceptional vendor performance to assist in determining best value. In accordance with Texas Government Code, §2155.074 and §2155.75, vendor performance may be used as a factor in future contract awards.

Contractor performance information is located on the CPA web site at:
http://www.window.state.tx.us/procurement/prog/vendor_performance/

- UU. **Termination:** This contract shall terminate upon full performance of all requirements contained in this contract, unless otherwise extended or renewed as provided in accordance with the contract terms and conditions.
1. **Termination for Convenience:** Either Party may terminate this Contract at any time, in whole or in part, without penalty, by providing thirty (30) calendar days advance written notice to the other Party. In the event of such a termination, the Contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. TEA shall be liable for reimbursing only those expenses incurred by the Contractor that are permitted under this Contract and were incurred prior to the effective termination date.
 2. **Termination for Cause/Default:** If the Contractor fails to provide the goods or services contracted for according to the provisions of the Contract, or fails to comply with any of the terms or conditions of the Contract, TEA may, upon written notice of default to the Contractor, immediately terminate all or any part of the Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law or under the Contract.

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

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

3. **Termination Due to Changes in Law:** If federal or state laws or regulations or other federal or state requirements are amended or judicially interpreted so that either Party cannot reasonably fulfill this Contract and if the Parties cannot agree to an amendment that would enable substantial

continuation of the Contract, the Parties shall be discharged from any further obligations under this Contract.

4. **Rights upon Termination or Expiration of Contract:** In the event that the Contract is terminated for any reason, or upon its expiration, TEA shall retain ownership of all associated work products and documentation obtained from the Contractor under the Contract.
5. **Survival of Terms:** Termination of the Contract for any reason shall not release the Contractor from any liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, and invoice and fees verification.

WV. Amendments:

1. All amendments to this Contract will be in a manner as prescribed by the Project Administrator of TEA, subject to Paragraph B of the General Provisions and will be made on AMENDMENT TO TEXAS EDUCATION AGENCY STANDARD CONTRACT form supplied by TEA. Amendments must be mailed to the Purchasing and Contracts Division, Room 2-125, Texas Education Agency, William B. Travis Building, 1701 North Congress, Austin, Texas 78701. An amendment to this Contract will become effective on the date of signature of TEA.
2. The Contractor is permitted to rebudget among direct cost categories within the approved budget to meet unanticipated requirements and to make limited changes (less than 10%) to the approved budget without submitting a written amendment. However, a revised budget document must be submitted to the TEA Project Manager for approval. Once approved, the documents must be submitted and Contracts office and will be incorporated into the Contract file. Failure to submit the budget documents will result in invoices being rejected or payment delayed.
3. Written amendments are required for the following Contract changes:
 - a. any revision which would result in the need for additional funding;
 - b. any revision to the scope or objectives of the Contract (regardless of whether there is an associated budget revision requiring prior approval);
 - c. a request to extend the period of the Contract;
 - d. cumulative transfers among direct cost categories which exceed or are expected to exceed ten percent of the current total approved budget category
 - e. any reduction of funds or reduction in the scope of work;
 - f. whenever a line item within a class/object code is added;
 - g. an increase in the quantity of capital outlay item(s) requested; and
 - h. an increase or decrease in the number of positions charged to Contract.

All amendments must be signed by both parties.

WW. Payment:

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

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

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

1. Payment for service(s) described in this Contract is contingent upon satisfactory completion of the service(s). Satisfaction will be determined by TEA's Project Administrator, in his sole discretion but in accordance with reasonable standards and upon advice of his superiors in TEA, if necessary. Unless otherwise stated, payment under this Contract will be made upon performance of services based upon submission of an expenditure report/invoice, properly prepared and certified, outlining expenditures by cost category. Include the contract number, purchase order number, and the Texas Comptroller of Public Accounts Texas Identification Number (TIN) on all invoices/expenditure reports. The cost categories provided in the expenditure report/invoice must coincide with the cost categories detailed in the approved budget. A list of tasks/activities performed during the invoice period must accompany the expenditure report/invoice. The final expenditure report/invoice is due within forty-five days after the end of the Contract.

Payment on the final expenditure report is contingent upon receipt of all reports/products required by this Contract.

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

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

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

YY Insurance:

Contractor represents and warrants that it will, within five (5) business days of being requested by the TEA, provide TEA with current certificates of insurance or other proof acceptable to TEA of the following insurance coverage: Standard Workers Compensation Insurance, covering all personnel who will provide services under this Contract; Commercial General Liability Insurance, personal injury and advertising injury with, at a minimum, the following limits: \$500,000 minimum each occurrence; \$1,000,000 per general aggregate.

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

ZZ. Force Majeure

Neither Contractor nor *{Insert agency name here}* shall be liable to the other for any delay in, or failure of performance, of any requirement included in any PO resulting from this RFP caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

AAA. Drug Free Workplace Policy

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

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

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

SPECIAL PROVISIONS – A
Program Specific

- A. Should the Contractor determine that interviews, focus groups, or other methods requiring audio or video recordings are an appropriate research methodology to employ for the purposes of this evaluation, TEA will have no access to identified audio or video recordings or to crosswalks that link de-identified recordings to identified individuals. Upon transcription of these recordings as appropriate to the evaluation, the Contractor will destroy the recordings themselves, maintaining only written records. Upon completion of the contract period, crosswalks will also be destroyed. Only de-identified transcripts of recordings will be the property of TEA at any time during or after the contract period.
- B. Should the Contractor determine that surveys are an appropriate research methodology to employ for the purpose of this evaluation, TEA will have no right to access of individually identified survey data or to crosswalks that link de-identified survey data to identified individuals. Upon completion of the contract, crosswalks will be destroyed. Only de-identified survey data will be the property of TEA at any time during or after the contract period.
- C. At the end of the project and prior to the completion of the Contract period, Contractor must provide TEA any data collected by Contractor or any subcontractors for the purpose of filling this Contract, including all aggregate datasets or any derived datasets from the original datasets. Upon approval by TEA, Contractor and all subcontractors will destroy all data collected for this Contract including all newly collected data and all data provided to Contractor or any subcontractors by TEA. Contractor will provide written certification to TEA that all data and derived datasets have been destroyed, including all data that was maintained by any subcontractor any backup copy maintained by or on behalf of Contractor or any subcontractors. Contractor's internal auditor must also certify in writing to TEA that all such data have been destroyed. Contractor is responsible for ensuring that an independent verification of data destruction as been made by all subcontractors' internal auditor and must provide written certification of verification of that destruction to TEA as well. TEA's final payment to Contractor may be conditioned on TEA's receipt of this written certification from Contractor's internal auditor.
- D. During the term of this Contract, and for up to six (6) months after the termination or expiration of the Contract, but only after completion of the Contract project and TEA's acceptance of Contractor's final published report and all Contract deliverables, Contractor may obtain TEA's permission to publish derivative works of the final report for the purpose of presentations and/or publications, so long as Contractor does not seek to market, sell, or produce any derivative works for a fee or other compensation, and subject to Contractor's compliance with the following conditions:

Each derivative work that Contractor wishes to publish must be submitted to TEA for its review at least thirty (30) days before the proposed publication date. If TEA objects to publication of the submitted derivative work or imposes any conditions on publication, it will notify Contractor in writing within the thirty-day review period. The written notice will state TEA's basis or bases for objecting to or placing conditions on the publication of the submitted derivative work.

If TEA provides Contractor with written notice of its objection and/or its conditions within the review period, then Contractor will be prohibited from publishing the submitted derivative work except to the extent and under the conditions stated in the notice. The written notice will be final, and Contractor will have no right to appeal, contest, or dispute in any way TEA's basis or bases for not granting permission or for imposing conditions on publication. If TEA does not provide Contractor with written notice within the review period, then TEA will be deemed to have given Contractor permission to publish the submitted work, subject to any appropriate designations showing TEA as the source and/or the owner of the final report or other Contract materials or deliverables used in creating the derivative work. For any approved publication of a derivative work, TEA will retain ownership of the final report and any other Contract materials or deliverables used in creating the derivative work but will release any claim to ownership of the published derivative work.

Contractor will require each of its subcontractors to agree, in writing, to follow and comply with this provision. Notwithstanding any other provision of this Contract, failure of Contractor to comply with this provision will constitute a material breach of this contract and subject the Contractor to all remedies allowed under the Contract and under the law.

SPECIAL PROVISIONS – A (Continued)
Program Specific

The parties have agreed to changes to some of the General Provisions for this Contract. Each of these changes as set forth below shall apply to this Contract notwithstanding to the contrary in any other provision in this Contract.

A. As used in these General Provisions:

- *Contract* means the entire document, and all of TEA's attachments, appendices, schedules (including but not limited to the General Provisions and the Special Provisions), amendments and extensions of or to the Standard Contract;
- *Receiving Agency or Party or TEA* means the Texas-Education Agency;
- *Performing Agency or Contractor* means the party or parties to this Contract other than TEA, including its or their officers, directors, employees, agents, representatives, consultants and subcontractors, and subcontractors' officers, directors, employees, agents, representatives and consultants;
- *Project Manager/Administrator* means the respective person(s) representing TEA or Contractor, as indicated by the Contract, for the purposes of administering the Contract Project;
- *Contract Project* means the purpose intended to be achieved through the Contract;
- *Amendment* means a Contract that is revised in any respect, and includes both the original Contract, and any subsequent amendments or extensions thereto;
- *Works* means all tangible or intangible material, products, ideas, documents or works of authorship first prepared or created by Contractor for or on behalf of TEA at any time after the beginning date of the Contract ("Works" includes but is not limited to computer software, data, information, images, illustrations, designs, graphics, drawings, educational materials, assessment forms, testing materials, logos, trademarks, patentable materials, etc.); and
- *Intellectual Property Rights* means the worldwide intangible legal rights or interests evidenced by or embodied in: (a) 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.

C. **Indemnification:**

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

For all other contractors, including nonprofit organizations and for-profit businesses: Contractor shall indemnify, hold harmless, and defend TEA and the State, all of its officers, agents, and employees from any and all claims, actions, suits, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising from, or in connection with, any acts or omissions of the Contractor or any agent, employee, subcontractor, or supplier of Contractor in performance of the Contract Project.

Except for liability for death, bodily injury, damage to tangible or real property or intellectual property infringement caused by the negligence or willful misconduct of the Contractor, the aggregate liability of Contractor under this Agreement shall not exceed the amount payable in this Agreement.

- 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.

In addition to Works, Contractor shall also provide Contractor Property. The term "Contractor Property" shall mean all pre-existing material, including, but not limited to, any products, software, materials and methodologies proprietary to Contractor or provided by Contractor or its suppliers and any trade secrets, know-how, methodologies and processes related to Contractor's products, software or services, all of which shall remain the sole and exclusive property of Contractor or its suppliers. Subject to receipt of payment in full and to the terms of this Agreement, Contractor grants to TEA a non-exclusive, non-transferable, irrevocable license to use the Contractor Property contained in the deliverables provided hereunder for the purposes of this Contract.

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

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

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

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

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 45 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.

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 45 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.

YY. Insurance:

Contractor represents and warrants that it will, within five (5) business days of being requested by the TEA, provide TEA with current certificates of insurance or other proof acceptable to TEA of the following insurance coverage: Standard Workers Compensation Insurance, covering all personnel who will provide services under this Contract; Commercial General Liability Insurance, personal injury and advertising injury with, at a minimum, the following limits: \$500,000 minimum each occurrence; \$1,000,000 per general aggregate.

Contractor represents and warrants that all of the above coverage is with companies licensed or authorized to do business in the state of Texas, with "A" rating from A.M. Best, and authorized to provide the corresponding coverage. ICF's policies provide, and the Certificate of Insurance shall indicate, that should the policy be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. 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.

Special Provisions - B

Debarment and Suspension Certification
(Required for all federally-funded contracts)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, §85.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19,160-19,211). Copies of the regulations may be obtained by contacting the Division of Grants Administration of the Texas Education Agency at (512) 463-9269.

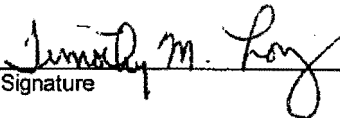
READ INSTRUCTIONS ON NEXT PAGE BEFORE COMPLETING CERTIFICATION

CERTIFYING STATEMENT

- (1) The prospective lower tier participant certifies, by submission of this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Contract.

ICF Incorporated, L.L.C.
Organization Name

Timothy M. Lowry, Director, Contracts
Name and Title of Authorized Representative


Signature

03/26/13

Date

Dept. of Education Form ED GCS-009

12/88

GENERAL INSTRUCTIONS FOR SPECIAL PROVISIONS - B DEBARMENT AND SUSPENSION CERTIFICATION

Definitions:

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

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

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

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

INSTRUCTIONS FOR CERTIFICATION

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

**Special Provisions - C
Part A**

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

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

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

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

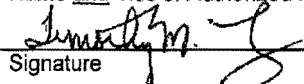
This certification is a material representation of fact on which the U.S. Department of Education and the Texas Education Agency relied when it made or entered into this grant or Contract. Any organization that falls to file the required certification shall be subject to a civil penalty of not less than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

ICF Incorporated, L.L.C.

Organization Name

Timothy M. Lowry, Director, Contracts

Name and Title of Authorized Representative



03/26/13

Signature

Date

Dept. of Education Form ED 80-0008

11/89

GENERAL INSTRUCTIONS FOR SPECIAL PROVISIONS - C
PART A
LOBBYING CERTIFICATION

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

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

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

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

TEXAS EDUCATION AGENCY
Disclosure of Lobbying Activities

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

Federal Program Name: Texas GEAR UP Evaluation

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

(STCONT)

GENERAL INSTRUCTIONS FOR SPECIAL PROVISIONS - C
PART B
DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

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

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

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



HUB SUBCONTRACTING PLAN (HSP)

In accordance with 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,
- 32.7 percent for all special trade construction contracts,
- 23.6 percent for professional services contracts,
- 24.6 percent for all other services contracts, and
- 21 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 contracts that have been in place for five years or less 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: ICF Incorporated, L.L.C. State of Texas VID #: 800560761
 Point of Contact: Thurman Leach Phone #: 7039343647
 E-mail Address: Thurman.Leach@icfi.com Fax #: 7039343647

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

c. Requisition #: 701-13-009 Bid Open Date: 11 / 27 / 2012

(untdddy777)

Enter your company's name here: ICF Incorporated, L.L.C.

Requisition #: 701-13-009

SECTION 2 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 goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "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. (If No, continue to SECTION 3.)

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 have had contracts in place for <u>five (5) years or less.</u>	Percentage of the contract expected to be subcontracted to HUBs with which you have had contracts in place for <u>more than five (5) years.</u>	Percentage of the contract expected to be subcontracted to non-HUBs .
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

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

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

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

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have had contracts in place with for five (5) years or less 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.)

SECTION 3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

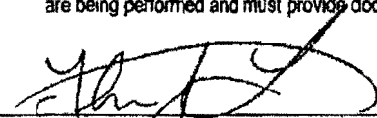
- Yes (If Yes, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- No (If No, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

ICF has the requisite knowledge and expertise to perform the entire contract with our own employees. Given the extent to which we have conducted similar work for the Texas Education Agency in the past, we know that we can deliver with our own employees. Furthermore, our on-the-ground staff member in Texas, paired with our technical specialist who is a GEAR UP evaluation expert with experience visiting other GEAR UP grantee sites to conduct site visit and collect qualitative data, will accomplish the qualitative tasks as described in our proposal. Our project leadership staff members are both skilled in leading evaluations of education programs in Texas, and our leads and analysts have experience working with similar data and reporting.

SECTION 4 AFFIRMATION

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

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


Signature

Thurman J. Leach
Printed Name

Dir., Procurement &
Subcontracts
Title

11/26/2012
Date

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

SPECIAL PROVISIONS - E

Payment and Invoicing

- A. The definitions of the terms in the General Provisions are incorporated herein.
- B. All amendments to this written Contract will be in a manner as prescribed by the Project Manager of TEA subject to Paragraph B of the General Provisions and will be made in writing on Amendment to Texas Education Agency Standard Contract form supplied by TEA. Such amendment shall be mailed to the Purchasing and Contracts Division, Room 2-125, Texas Education Agency, William B. Travis Building, 1701 North Congress, Austin, Texas, 78701.
- C. Contractors shall submit the monthly invoice electronically to the following email addresses: TEAAccountsPayable@tea.state.tx.us and ProgramEval@tea.state.tx.us. Payment under this Contract is contingent upon satisfactory completion of service. The final invoice is due within 45 days of the completion of the project.
- All invoices shall include:
- a. The vendor's mailing;
 - b. The vendor's e-mail address;
 - c. The vendor's telephone number;
 - d. The name and telephone number of a person designated by the vendor to answer questions regarding the invoice;
 - e. The contract number;
 - f. The purchase order number;
 - g. The Texas Comptroller of Public Accounts Payee Identification Number (PIN);
 - h. The name of the evaluation project;
 - i. The month payment services are for; and
 - j. The agreed upon monthly amount.
- D. Detailed project status reports coinciding with the subtasks as written in the Contract must accompany the monthly invoice submitted to the TEA Project Manager via ProgramEval@tea.state.tx.us. The TEA Project Manager will approve invoices based upon project progress, task/subtask completion, reasonable use of project funds, and/or satisfactory performance of services as outlined in the project status report.

TEA GEAR UP Evaluation Invoicing/Payment Schedule - P1

Deliverable Number	Task/Subtask/Subtask Items	Deliverable Type	Due Date	Budget FY2013
	Task 1: Evaluation Planning/Instrumentation			\$ 27,465
1	Subtask 1.1: Annual Evaluation/Analysis Plan	Evaluation/Analysis Plan	04/30/13	\$ 2,746
	Subtask 1.2: Quantitative Instrument Development			
2	A. APR Data Collection Tool	Instrument	03/01/13	\$ 9,613
3	B. Student Survey	Instrument	04/30/13	\$ 3,845
4	C. Parent/Family Survey	Instrument	04/30/13	\$ 3,845
5	D. Statewide Project Share Data	Instrument	04/30/13	\$ 1,923
	Subtask 1.3: Qualitative Instrument Development			
6	A. TEA/Partners Telephone Interview Protocol	Instrument	03/31/13	\$ 918
7	B. School Site Visit Protocol	Instrument	04/30/13	\$ 915
8	C. School Administrator Interview Guide	Instrument	04/30/13	\$ 915
9	D. Students Focus Group Guide	Instrument	04/30/13	\$ 915
10	E. Parents Focus Group Guide	Instrument	04/30/13	\$ 915
11	F. Community Partners Focus Group Guide	Instrument	04/30/13	\$ 915
	Task 2: Data Collection			\$ 73,137
	Subtask 2.1: Quantitative Extant Data Collection			
12	A. Student Demographics [PEIMS] – Baseline (2011–12)	Data Verification and Receipt	03/31/13	\$ 640
13	B. Student Demographics [PEIMS] – Current School Year	Data Verification and Receipt	03/31/13	\$ 640
14	C. Attendance/Course Completion [PEIMS] – Baseline (2011–12)	Data Verification and Receipt	03/31/13	\$ 640
15	E. Leaver Data [PEIMS] – Baseline (2011–12)	Data Verification and Receipt	03/31/13	\$ 640
16	G. AEIS – Baseline (2011–12)	Data Verification and Receipt	03/31/13	\$ 640
17	I. STAAR/EOC – Baseline (2011–12)	Data Verification and Receipt	03/31/13	\$ 640
18	J. STAAR/EOC – Current School Year	Data Receipt Notification	07/31/13	\$ 640
19	K. National Standardized Tests – Baseline (2011–12)	Data Verification and Receipt	03/31/13	\$ 640
	Subtask 2.2: Quantitative New Data Collection			
20	A. APR Data (including actual expenditures)	Data Verification and Receipt	03/26/13	\$ 1,450
21	B. Subgrantee Progress/Expenditure Reports	Data Verification and Receipt	03/31/13	\$ 730
22	D. Student Surveys – Spring	After Collection Report	05/31/13	\$ 11,731
23	E. Parent/Family Surveys – Spring	After Collection Report	05/31/13	\$ 9,731
24	F. Statewide Project Share Data	Data Verification and Receipt	06/15/13	\$ 2,190
	Subtask 2.3: Qualitative New Data Collection			
25	A. TEA GEAR UP Grant Application to DOE	Data Verification and Receipt	01/28/13	\$ 730
26	B. Subgrantee Applications	Data Verification and Receipt	01/30/13	\$ 730
27	C. Telephone Interviews with TEA and Partners	After Collection Report	04/30/13	\$ 8,125
28	E. School Site Visits – Spring	After Collection Report	05/31/13	\$ 32,600

TEA GEAR UP Evaluation Invoicing/Payment Schedule - P1

Deliverable Number	Task/Subtask/Subtask Items	Deliverable Type	Due Date	Budget FY2013
	Task 3: Data Management & Analysis			\$ 56,282
	Subtask 3.1: Quantitative Data Management & Analysis			
29	A. APR Data	Output - Descriptives	04/05/13	\$ 3,376
30	B. Subgrantee Progress/Expenditure Report Data	Output - Descriptives	04/30/13	\$ 3,376
31	C. TEA (PEIMS, AEIS, STAAR/EOC) Data – Phase 1	Output - Descriptives	04/30/13	\$ 6,755
32	D. TEA (PEIMS, AEIS, STAAR/EOC) Data – Phase 2	Output - Descriptives	08/31/13	\$ 6,755
33	F. National Standardized Tests Data	Output - Descriptives	04/30/13	\$ 3,376
34	H. Survey Data – Spring	Output - Descriptives	06/30/13	\$ 6,755
35	I. Statewide Project Share Data	Output - Descriptives	07/31/13	\$ 3,376
	Subtask 3.2: Cost Data Management & Analysis			
36	A. TEA Planned/Actual Expenditures	Output - Descriptives	05/31/13	\$ 2,814
37	B. Subgrantee Planned/Actual Expenditures	Output - Descriptives	05/31/13	\$ 2,814
	Subtask 3.3: Qualitative Data Management & Analysis			
38	A. TEA/Partner Interview Data	Output - Descriptives	04/30/13	\$ 4,222
39	C. School Site Visit Data – Spring	Output - Descriptives	06/30/13	\$ 12,663
	Task 4: Reporting			\$ 78,985
	Subtask 4.1: Formative Memos/Semi-Formal Meetings			
40	A. TEA/Partner Interview Formative Memo	Memo	05/31/13	\$ 5,525
41	C. Spring Survey Formative Memo	Memo	06/30/13	\$ 11,055
42	E. Spring Site Visit Formative Memo	Memo	06/30/13	\$ 11,055
43	Subtask 4.3: Annual Implementation Report + Presentation	Report + Presentation Slides	08/15/13	\$ 39,500
44	Subtask 4.4: Annual APR Report	Report	04/08/13	\$ 11,850
	Task 5: Communications & Project Management			\$ 14,131
	Subtask 5.1: Kickoff/Monthly Meetings			
45	A. Kickoff Meeting Agenda + In-Person Presentation	Agenda + Presentation Slides	04/15/13	\$ 3,653
46	B. Kickoff Meeting Notes	Notes	04/30/13	\$ 1,433
47	C1. Monthly Meeting Agendas	Agendas	03/31/13	\$ 165
48	C2. Monthly Meeting Agendas	Agendas	04/30/13	\$ 165
49	C3. Monthly Meeting Agendas	Agendas	05/31/13	\$ 165
50	C4. Monthly Meeting Agendas	Agendas	06/30/13	\$ 165
51	C5. Monthly Meeting Agendas	Agendas	07/31/13	\$ 165
52	C6. Monthly Meeting Agendas	Agendas	08/31/13	\$ 165
53	D1. Monthly Meeting Notes	Notes	03/31/13	\$ 165
54	D2. Monthly Meeting Notes	Notes	04/30/13	\$ 165
55	D3. Monthly Meeting Notes	Notes	05/31/13	\$ 165
56	D4. Monthly Meeting Notes	Notes	06/30/13	\$ 165
57	D5. Monthly Meeting Notes	Notes	07/31/13	\$ 165
58	D6. Monthly Meeting Notes	Notes	08/31/13	\$ 165
	Subtask 5.2: Monthly Progress Reports & Invoices			
59	G. March Monthly Progress Report & Invoice	Progress Report/Invoice	03/31/13	\$ 2,665
60	H. April Monthly Progress Report & Invoice	Progress Report/Invoice	04/30/13	\$ 880
61	I. May Monthly Progress Report & Invoice	Progress Report/Invoice	05/31/13	\$ 880
62	J. June Monthly Progress Report & Invoice	Progress Report/Invoice	06/30/13	\$ 880
63	K. July Monthly Progress Report & Invoice	Progress Report/Invoice	07/31/13	\$ 880
64	L. August Monthly Progress Report & Invoice	Progress Report/Invoice	08/31/13	\$ 880
	TOTAL (March 2013 to August 2013)			\$ 250,000

TEA GEAR UP Evaluation Invoicing/Payment Schedule - P2

Deliverable Number	Task/Subtask/Subtask Items	Deliverable Type	Due Date	Budget FY2014
	Task 1: Evaluation Planning/Instrumentation			\$ 6,670
	Task 1: Evaluation Planning/Instrumentation			
65	Subtask 1.1: Annual Evaluation/Analysis Plan	Evaluation/Analysis Plan/ Revised Instruments	09/13/13	\$ 6,670
	Task 2: Data Collection			\$ 89,020
	Subtask 2.1: Quantitative Extant Data Collection			
66	B. Student Demographics [PEIMS] – Current School Year	Data Verification and Receipt	03/31/14	\$ 656
67	D. Attendance/Course Completion [PEIMS] – Previous School Year	Data Verification and Receipt	10/31/13	\$ 656
68	F. Leaver Data [PEIMS] – Previous School Year	Data Verification and Receipt	03/31/14	\$ 656
69	H. AEIS – Previous School Year	Data Verification and Receipt	11/30/13	\$ 656
70	J. STAAR/EOC – Current School Year	Data Verification and Receipt	07/31/14	\$ 656
71	L. National Standardized Tests – Previous School Year	Data Verification and Receipt	07/31/14	\$ 656
	Subtask 2.2: Quantitative New Data Collection			
72	A. APR Data (including actual expenditures)	Data Verification and Receipt	03/15/14	\$ 1,160
73	B. Subgrantee Progress/Expenditure Reports	Data Verification and Receipt	12/31/13	\$ 890
74	C. Student Surveys – Fall	After Collection Report	09/30/13	\$ 10,150
75	D. Student Surveys – Spring	After Collection Report	05/31/14	\$ 10,150
76	E. Parent/Family Surveys – Spring	After Collection Report	05/31/14	\$ 6,428
77	F. Statewide Project Share Data	Data Verification and Receipt	06/15/14	\$ 2,244
	Subtask 2.3: Qualitative New Data Collection			
78	C. Telephone Interviews with TEA and Partners	After Collection Report	03/15/14	\$ 5,688
79	D. School Site Visits – Fall	After Collection Report	10/30/13	\$ 24,187
80	E. School Site Visits – Spring	After Collection Report	05/31/14	\$ 24,187
	Task 3: Data Management & Analysis			\$ 55,354
	Subtask 3.1: Quantitative Data Management & Analysis			
81	A. APR Data	Output - Descriptives	03/31/14	\$ 2,360
82	B. Subgrantee Progress/Expenditure Report Data	Output - Descriptives	04/30/14	\$ 2,360
83	C. TEA (PEIMS, AEIS, STAAR/EOC) Data – Phase 1	Output - Descriptives	12/31/13	\$ 4,718
84	D. TEA (PEIMS, AEIS, STAAR/EOC) Data – Phase 2	Output - Descriptives	04/30/14	\$ 4,718
85	E. TEA (PEIMS, AEIS, STAAR/EOC) Data – Phase 3	Output - Descriptives	08/31/14	\$ 4,718
86	F. National Standardized Tests Data	Output - Descriptives	08/31/14	\$ 2,360
87	G. Survey Data – Fall	Output - Descriptives	10/30/13	\$ 4,718
88	H. Survey Data – Spring	Output - Descriptives	06/30/14	\$ 4,718
89	I. Statewide Project Share Data	Output - Descriptives	07/30/14	\$ 2,360
	Subtask 3.2: Cost Data Management & Analysis			
90	A. TEA Planned/Actual Expenditures	Output - Descriptives	05/31/14	\$ 1,612
91	B. Subgrantee Planned/Actual Expenditures	Output - Descriptives	05/31/14	\$ 1,612
	Subtask 3.3: Qualitative Data Management & Analysis			
92	A. TEA/Partner Interview Data	Output - Descriptives	03/31/14	\$ 2,100
93	B. School Site Visit Data – Fall	Output - Descriptives	12/31/13	\$ 8,500
94	C. School Site Visit Data – Spring	Output - Descriptives	06/30/14	\$ 8,500
	Task 4: Reporting			\$ 89,484
	Subtask 4.1: Formative Memos/Semi-Formal Meetings			
95	A. TEA/Partner Interview Formative Memo	Memo	04/15/14	\$ 5,800
96	B. Fall Survey Formative Memo	Memo	12/30/13	\$ 8,175
97	C. Spring Survey Formative Memo	Memo	04/24/14	\$ 8,175
98	D. Fall Site Visit Formative Memo	Memo	11/30/13	\$ 8,175
99	E. Spring Site Visit Formative Memo	Memo	06/30/14	\$ 8,175
100	Subtask 4.3: Annual Implementation Report + Presentation	Report + Presentation Slides	08/15/14	\$ 41,475
101	Subtask 4.4: Annual APR Report	Report	04/08/14	\$ 9,509

TEA GEAR UP Evaluation Invoicing/Payment Schedule - P2

Deliverable Number	Task/Subtask/Subtask Items	Deliverable Type	Due Date	Budget FY2014
	Task 5: Communications & Project Management			\$ 9,472
	Subtask 5.1: Kickoff/Monthly Meetings			
102	C1. Monthly Meeting Agendas	Agendas	09/30/13	\$ 165
103	C2. Monthly Meeting Agendas	Agendas	10/31/13	\$ 165
104	C3. Monthly Meeting Agendas	Agendas	11/30/13	\$ 165
105	C4. Monthly Meeting Agendas	Agendas	12/31/13	\$ 165
106	C5. Monthly Meeting Agendas	Agendas	01/31/14	\$ 165
107	C6. Monthly Meeting Agendas	Agendas	02/28/14	\$ 165
108	C7. Monthly Meeting Agendas	Agendas	03/31/14	\$ 165
109	C8. Monthly Meeting Agendas	Agendas	04/30/14	\$ 165
110	C9. Monthly Meeting Agendas	Agendas	05/31/14	\$ 165
111	C10. Monthly Meeting Agendas	Agendas	06/30/14	\$ 165
112	C11. Monthly Meeting Agendas	Agendas	07/31/14	\$ 165
113	C12. Monthly Meeting Agendas	Agendas	08/31/14	\$ 165
114	D1. Monthly Meeting Notes	Notes	09/30/13	\$ 165
115	D2. Monthly Meeting Notes	Notes	10/31/13	\$ 165
116	D3. Monthly Meeting Notes	Notes	11/30/13	\$ 165
117	D4. Monthly Meeting Notes	Notes	12/31/13	\$ 165
118	D5. Monthly Meeting Notes	Notes	01/31/14	\$ 165
119	D6. Monthly Meeting Notes	Notes	02/28/14	\$ 165
120	D7. Monthly Meeting Notes	Notes	03/31/14	\$ 165
121	D8. Monthly Meeting Notes	Notes	04/30/14	\$ 165
122	D9. Monthly Meeting Notes	Notes	05/31/14	\$ 165
123	D10. Monthly Meeting Notes	Notes	06/30/14	\$ 165
124	D11. Monthly Meeting Notes	Notes	07/31/14	\$ 165
125	D12. Monthly Meeting Notes	Notes	08/31/14	\$ 165
	Subtask 5.2: Monthly Progress Reports & Invoices			
126	A. September Monthly Progress Report & Invoice	Progress Report/Invoice	09/30/13	\$ 460
127	B. October Monthly Progress Report & Invoice	Progress Report/Invoice	10/31/13	\$ 460
128	C. November Monthly Progress Report & Invoice	Progress Report/Invoice	11/30/13	\$ 460
129	D. December Monthly Progress Report & Invoice	Progress Report/Invoice	12/31/13	\$ 460
130	E. January Monthly Progress Report & Invoice	Progress Report/Invoice	01/31/14	\$ 460
131	F. February Monthly Progress Report & Invoice	Progress Report/Invoice	02/28/14	\$ 460
132	G. March Monthly Progress Report & Invoice	Progress Report/Invoice	03/31/14	\$ 460
133	H. April Monthly Progress Report & Invoice	Progress Report/Invoice	04/30/14	\$ 460
134	I. May Monthly Progress Report & Invoice	Progress Report/Invoice	05/31/14	\$ 458
135	J. June Monthly Progress Report & Invoice	Progress Report/Invoice	07/30/14	\$ 458
136	K. July Monthly Progress Report & Invoice	Progress Report/Invoice	07/31/14	\$ 458
137	L. August Monthly Progress Report & Invoice	Progress Report/Invoice	08/31/14	\$ 458
	TOTAL (September 2013 to August 2014)			\$ 250,000

TEA GEAR UP Evaluation Invoicing/Payment Schedule - P3

Deliverable Number	Task/Subtask/Subtask Items	Deliverable Type	Due Date	Budget FY2014
	Task 1: Evaluation Planning/Instrumentation			\$ 6,903
	Task 1: Evaluation Planning/Instrumentation			
138	Subtask 1.1: Annual Evaluation/Analysis Plan	Evaluation/Analysis Plan/ Revised Instruments	09/12/14	\$ 6,903
	Task 2: Data Collection			\$ 85,717
	Subtask 2.1: Quantitative Extant Data Collection			
139	B. Student Demographics [PEIMS] – Current School Year	Data Verification and Receipt	03/31/15	\$ 673
140	D. Attendance/Course Completion [PEIMS] – Previous School Year	Data Verification and Receipt	10/31/14	\$ 673
141	F. Leaver Data [PEIMS] – Previous School Year	Data Verification and Receipt	03/31/15	\$ 673
142	H. AEIS – Previous School Year	Data Verification and Receipt	11/30/14	\$ 673
143	J. STAAR/EOC – Current School Year	Data Verification and Receipt	07/31/15	\$ 673
144	L. National Standardized Tests – Previous School Year	Data Verification and Receipt	07/31/15	\$ 673
	Subtask 2.2: Quantitative New Data Collection			
145	A. APR Data (including actual expenditures)	Data Verification and Receipt	03/15/15	\$ 1,102
146	B. Subgrantee Progress/Expenditure Reports	Data Verification and Receipt	12/31/14	\$ 846
147	C. Student Surveys – Fall	After Collection Report	09/30/14	\$ 9,652
148	D. Student Surveys – Spring	After Collection Report	05/31/15	\$ 9,652
149	E. Parent/Family Surveys – Spring	After Collection Report	05/31/15	\$ 6,260
150	F. Statewide Project Share Data	Data Verification and Receipt	06/15/15	\$ 2,268
	Subtask 2.3: Qualitative New Data Collection			
151	C. Telephone Interviews with TEA and Partners	After Collection Report	03/15/15	\$ 5,459
152	D. School Site Visits – Fall	After Collection Report	10/30/14	\$ 23,220
153	E. School Site Visits – Spring	After Collection Report	05/31/15	\$ 23,220
	Task 3: Data Management & Analysis			\$ 55,131
	Subtask 3.1: Quantitative Data Management & Analysis			
154	A. APR Data	Output - Descriptives	03/31/15	\$ 2,360
155	B. Subgrantee Progress/Expenditure Report Data	Output - Descriptives	04/30/15	\$ 2,360
156	C. TEA (PEIMS, AEIS, STAAR/EOC) Data – Phase 1	Output - Descriptives	12/31/14	\$ 4,718
157	D. TEA (PEIMS, AEIS, STAAR/EOC) Data – Phase 2	Output - Descriptives	04/30/15	\$ 4,718
158	E. TEA (PEIMS, AEIS, STAAR/EOC) Data – Phase 3	Output - Descriptives	08/31/15	\$ 4,718
159	F. National Standardized Tests Data	Output - Descriptives	08/31/15	\$ 2,360
160	G. Survey Data – Fall	Output - Descriptives	10/30/14	\$ 4,718
161	H. Survey Data – Spring	Output - Descriptives	06/30/15	\$ 4,718
162	I. Statewide Project Share Data	Output - Descriptives	07/30/15	\$ 2,360
	Subtask 3.2: Cost Data Management & Analysis			
163	A. TEA Planned/Actual Expenditures	Output - Descriptives	05/31/15	\$ 1,596
164	B. Subgrantee Planned/Actual Expenditures	Output - Descriptives	05/31/15	\$ 1,596
	Subtask 3.3: Qualitative Data Management & Analysis			
165	A. TEA/Partner Interview Data	Output - Descriptives	03/31/15	\$ 2,079
166	B. School Site Visit Data – Fall	Output - Descriptives	12/31/14	\$ 8,415
167	C. School Site Visit Data – Spring	Output - Descriptives	06/30/15	\$ 8,415
	Task 4: Reporting			\$ 92,528
	Subtask 4.1: Formative Memos/Semi-Formal Meetings			
168	A. TEA/Partner Interview Formative Memo	Memo	04/15/15	\$ 6,090
169	B. Fall Survey Formative Memo	Memo	12/30/14	\$ 8,585
170	C. Spring Survey Formative Memo	Memo	04/24/15	\$ 8,585
171	D. Fall Site Visit Formative Memo	Memo	11/30/14	\$ 8,585
172	E. Spring Site Visit Formative Memo	Memo	06/30/15	\$ 8,585
173	Subtask 4.2: Comprehensive Report (w/Spotlight Analysis)	Report + Presentation Slides	01/01/15	\$ 21,057
174	Subtask 4.3: Annual Implementation Report + Presentation	Report + Presentation Slides	08/15/15	\$ 21,057
175	Subtask 4.4: Annual APR Report	Report	04/08/15	\$ 9,984

TEA GEAR UP Evaluation Invoicing/Payment Schedule - P3

Deliverable Number	Task/Subtask/Subtask Items	Deliverable Type	Due Date	Budget FY2014
	Task 5: Communications & Project Management			\$ 9,721
	Subtask 5.1: Kickoff/Monthly Meetings			
176	C1. Monthly Meeting Agendas	Agendas	09/30/14	\$ 165
177	C2. Monthly Meeting Agendas	Agendas	10/31/14	\$ 165
178	C3. Monthly Meeting Agendas	Agendas	11/30/14	\$ 165
179	C4. Monthly Meeting Agendas	Agendas	12/31/14	\$ 165
180	C5. Monthly Meeting Agendas	Agendas	01/31/15	\$ 165
181	C6. Monthly Meeting Agendas	Agendas	02/28/15	\$ 165
182	C7. Monthly Meeting Agendas	Agendas	03/31/15	\$ 165
183	C8. Monthly Meeting Agendas	Agendas	04/30/15	\$ 165
184	C9. Monthly Meeting Agendas	Agendas	05/31/15	\$ 165
185	C10. Monthly Meeting Agendas	Agendas	06/30/15	\$ 165
186	C11. Monthly Meeting Agendas	Agendas	07/31/15	\$ 165
187	C12. Monthly Meeting Agendas	Agendas	08/31/15	\$ 165
188	D1. Monthly Meeting Notes	Notes	09/30/14	\$ 165
189	D2. Monthly Meeting Notes	Notes	10/31/14	\$ 165
190	D3. Monthly Meeting Notes	Notes	11/30/14	\$ 165
191	D4. Monthly Meeting Notes	Notes	12/31/14	\$ 165
192	D5. Monthly Meeting Notes	Notes	01/31/15	\$ 165
193	D6. Monthly Meeting Notes	Notes	02/28/15	\$ 165
194	D7. Monthly Meeting Notes	Notes	03/31/15	\$ 165
195	D8. Monthly Meeting Notes	Notes	04/30/15	\$ 165
196	D9. Monthly Meeting Notes	Notes	05/31/15	\$ 165
197	D10. Monthly Meeting Notes	Notes	06/30/15	\$ 165
198	D11. Monthly Meeting Notes	Notes	07/31/15	\$ 165
199	D12. Monthly Meeting Notes	Notes	08/31/15	\$ 166
	Subtask 5.2: Monthly Progress Reports & Invoices			
200	A. September Monthly Progress Report & Invoice	Progress Report/Invoice	09/30/13	\$ 480
201	B. October Monthly Progress Report & Invoice	Progress Report/Invoice	10/31/13	\$ 480
202	C. November Monthly Progress Report & Invoice	Progress Report/Invoice	11/30/13	\$ 480
203	D. December Monthly Progress Report & Invoice	Progress Report/Invoice	12/31/13	\$ 480
204	E. January Monthly Progress Report & Invoice	Progress Report/Invoice	01/31/14	\$ 480
205	F. February Monthly Progress Report & Invoice	Progress Report/Invoice	02/28/14	\$ 480
206	G. March Monthly Progress Report & Invoice	Progress Report/Invoice	03/31/14	\$ 480
207	H. April Monthly Progress Report & Invoice	Progress Report/Invoice	04/30/14	\$ 480
208	I. May Monthly Progress Report & Invoice	Progress Report/Invoice	05/31/14	\$ 480
209	J. June Monthly Progress Report & Invoice	Progress Report/Invoice	07/30/14	\$ 480
210	K. July Monthly Progress Report & Invoice	Progress Report/Invoice	07/31/14	\$ 480
211	L. August Monthly Progress Report & Invoice	Progress Report/Invoice	08/31/14	\$ 480
	TOTAL (September 2014 to August 2015)			\$ 250,000