

STATE OF TEXAS §

COUNTY OF TRAVIS §

Division/Org Code:	212	Program Name:	Student Assessment
Speed Chart:	multiple	Legal/Funding Authority:	TEC Ch. 39
Payee Name:	Educational Testing Service	Contract #:	3317
Payee ID ISAS	1210634479	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 Educational Testing Service ("ETS"), Contractor.

ARTICLE II. PERIOD OF CONTRACT

The contract start date is May 18, 2015 to coincide with the effective date of the Notice of Award which authorized the Contractor to commence the planning and implementation of the contract transition plan. Contractor shall assume responsibility for the STAAR assessments for the period beginning September 1, 2015 and ending August 31, 2019 unless extended or terminated as otherwise provided for in this contract. TEA shall pay Contractor for the reasonable and approved costs negotiated by both parties for services rendered after September 1, 2015. TEA, at its own discretion, may extend the contract awarded for up to one (1) additional fiscal year under the same or different terms subject to appropriation of funds by the Texas Legislature for this project. The renewal period shall be from September 1, 2019, through August 31, 2020.

ARTICLE III. PURPOSES OF CONTRACT

Contractor shall perform all of the functions and duties described herein and in the appendices to this Contract, which are attached hereto and incorporated by reference for contracted services for student assessment for the listed components comprising the Texas assessment program.

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) an estimated total in the amount of \$ 276,105,731.83 for the four year period. Payments in the first year of the Contract shall be \$ 70,387,863.86 for the performance, satisfactory to the TEA, of Contractor's functions and duties under this Contract. There are no funds allotted for this Contract prior to September 1, 2015. Payment to Contractor by TEA will be made in accordance with the Description of Services and Cost Proposal, which is attached hereto and incorporated herein by reference.

ARTICLE V. CONTRACT TERMS AND CONDITIONS AND SPECIAL PROVISIONS

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

- Special Provisions A, Program Specific
- Special Provisions B, Debarment (required if utilizing federal funds)
- Special Provisions C, Lobbying (required if utilizing federal funds & over \$100,000)
- Special Provisions D, Historically Underutilized Business Subcontracting Plan (HSP) (required for projects over \$100,000.00)

Pursuant to Section 2252.901 of the Texas Government Code, Contractor certifies that it is not a former employee of TEA or that Contractor has not been an employee of TEA for twenty four (24) 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 twenty four (24) 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.

By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of the Contract, the U.S. Department of Homeland Security's E-Verify system to determine eligibility of: 1. All persons employed to perform duties within Texas, during the term of the Contract; and 2. All persons (including subcontractors) assigned by the Proposer to perform work pursuant to the Contract, within the United States of America. Contractor shall provide, upon request of the TEA, an electronic or hardcopy screen shot of the confirmation number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor's subcontractors, as proof that this provision is being followed.

If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that the state must undertake to replace the terminated Contract

ARTICLE VI. ENTIRE CONTRACT

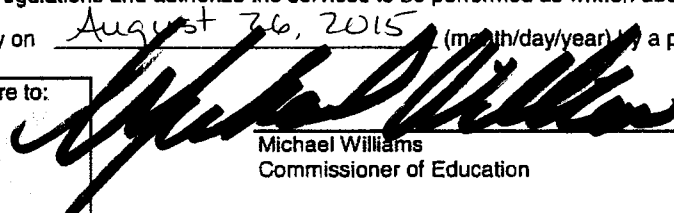
This contract together with the documents including but not limited to Appendices, Attachments, Exhibits, Proposal Responses, mentioned herein and incorporated by reference, contains the entire agreement between the parties relating to the rights granted and the obligations assumed in it. Any oral representations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

- Exhibit A, Description of Services
- Exhibit B, Budget
- Exhibit C, Schedule of Tasks
- Exhibit D, Pricing Proposal
- Exhibit E, Service Level Agreement
- Exhibit F, Transition Plan

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: John Oswald
Typed title: Vice President, ETS K-12 Assessments


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>August 26, 2015</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 Electronic version may be submitted to: TEAContracts@tea.state.tx.us	 Michael Williams Commissioner of Education

APPENDIX 1

- A. The definitions of terms in the Terms and Conditions are incorporated herein.
- B. The attached proposal which includes the terms and conditions, and requirements, entitled Request for Proposal #701-15-002, Contracted Services for Student Assessment, released September 26, 2014 with a closing date of December 17, 2014, is incorporated herein by reference, although in the event of conflict the Terms and Conditions to the Standard Contract shall control.
- C. If there is a conflict or ambiguity between or among the terms of the documents that constitute this Contract, and if that conflict or ambiguity cannot be resolved by construing the terms so as to harmonize all their terms, then the conflict or ambiguity shall be resolved with the following Contract documents prevailing in the following order of priority:

Terms and Conditions of the Standard Contract;
The Standard Contract, inclusive of all appendices;
Contractor's revised Pricing Proposal dated August 13, 2015;
Contractor's revised Pricing Proposal dated August 5, 2015;
Contractor's revised Pricing Proposal dated July 30, 2015;
Contractor's revised Pricing Proposal dated July 24, 2015;
Contractor's revised Pricing Proposal dated June 30, 2015;
Contractor's Best and Final Offer dated May 4, 2015;
Contractor's Best and Final Offer Clarification dated April 24, 2015;
Negotiations meeting dated April 20, 2015;
Contractor's Best and Final Offer Clarification dated April 15, 2015;
Contractor's Best and Final Offer dated April 13, 2015;
Contractor's Oral Presentation dated February 20, 2015;
Contractor's Proposal to the Texas Education Agency entitled RFP #701-15-002, Contracted Services for Student Assessment submitted December 17, 2014; and
The Request for Proposal entitled Contracted Services for Student Assessment.

- D. Overview of the Best and Final Offers:

April 13, price reductions were submitted to quantify the scope reductions requested by the agency.
APIP costs were reduced for STAAR 3-8 and EOC for a total of \$644,656 over the five year period.
Lexiles and Quantiles was costed separately for STAAR 3-8 and EOC for a total of \$4,754,176.
Item Number Reductions for STAAR 3-8 and EOC for a total of \$2,299,146.
Option pricing for Training Modules reflected a reduction in production and development for a new total of \$310,000.
No price increase for including tablet delivery with the online testing.
EOC Algebra II break out costs are \$1,250,641 or \$9.75 per student.
EOC English III break out costs are \$3,192,904 or \$38.91 per student.
Unified English Braille (UEB) can be provided at no additional costs.

April 15, error on cell F12 in the BAFO Pricing template was corrected which resulted in a price reduction of \$277,403.32.
BAFO Clarifications Spreadsheet reflects price reductions for a four year period rather than five years.

April 24, Clarification was provided for additional items at the Negotiations meeting on 4/21 to use a 4 year period rather than a five year period.
Requested the Accessible Portable Item Protocol (APIP) be applied to all STAAR items. This resulted in a total savings of \$780,000 for the four year period.
Added Lexiles for Grades 3-8 STAAR results in a reduction of \$1.1 million over the four year period and \$612,000 for EOC English 1, English II, English III, Algebra I, and Algebra II.
Item Number Reductions for STAAR 3-8 and EOC for a total of \$1,140,000 over 4 years.

May 4, previous price reductions were adjusted for APIP for STAAR 3-8 for a savings of \$651,737, and savings of \$226,003 for EOC.
Lexiles and Quantiles were priced separately as Options.
Per student test pricing was corrected for Algebra II at \$2.79 and \$11.00 for English III.
Under Program Integration the On-site test monitoring was removed for a savings of \$2.64 million over 4 years.

June 30, Contractor made changes to the allocation of non-grade/content related costs to reflect increased level of effort to support the development, administration, scoring, and reporting of the assessments for students with disabilities.

July 24, Pricing Proposal reduction of \$1,036,218 in year one or \$3,868,167 over the four year term to incorporate HB743 costs that eliminated one (1) written composition at both grades 4 and 7 beginning in spring 2017.

July 30, Pricing Proposal revised to include optional year 5 costs.

August 5, Pricing Proposal revised for year 1 and 2 to correct the reduction of HB743 in year 1 and 2. The exams were developed and will be administered in the 2016-2017 school year. The exams are eliminated in subsequent years.

August 13, Pricing Proposal revised to add Lexiles for grades 3-5.

E. Description of Services/Activities:

The Description of Services, labeled (Exhibit A) is attached. Contractor was awarded the following components. Program Integration, STAAR Item and Test Development, Administration, Scoring, and Reporting for Grades 3–8 Assessments, and STAAR Item and Test Development, Administration, Scoring, and Reporting for End-of-Course Assessments. Exhibit A identifies the deliverables at a high level and the detailed information including tasks and subtasks for each activity is provided in the Best and Final Offers, Clarification Documentations and the Proposal Response.

F. Contract Monitoring:

In monitoring performance the designated TEA contract manager will use a risk-based approach to monitor compliance with financial and performance requirements and ensure that all costs continue to be allowable, reasonable, and necessary to achieve the program objectives. The contract manager may perform either an on-site visit, desk review, or billing review throughout the term of the Contract.

G. Budget:

The Budget, labeled (Exhibit B) indicating the funding sources, is attached.

Food purchases must be in accordance with Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200, Subpart E, §200.432. Purchases must be necessary and reasonable for the successful performance of the Contract. This applies to both federally and state funded Contracts. Website to view the regulations:

http://www.ecfr.gov/cgi-bin/text-idx?SID=f61b41b94d57ed256eb46811a14j243d&mc=true&node=se2.1.200_1432&rgn=div8

Contractor will make a good faith effort to comply with the State of Texas Travel Guidelines. TEA may at its discretion approve requests for reimbursement of travel which exceed the State of Texas Travel Guidelines. Contractor shall maintain receipts in accordance with item H of the Terms and Conditions. The Comptroller's website for travel rules and regulations – textravel is available at:

<https://fmx.cpa.state.tx.us/fmx/travel/textravel/index.php>. Receipts must be made available for programmatic or financial audit, by TEA and by others authorized by law or regulation to make such an audit, for a period of not less than seven (7) years.

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

H. Invoicing:

Invoices shall be submitted monthly in the negotiated invoice format. Payment shall be monthly upon completion of designated tasks/activities, percentage of progress reported towards completion of the deliverables, meeting designated performance measures or milestones, etc. Invoices will be approved by the TEA Project Manager and the designated Contract Manager. Additional invoice guidelines may be found in the Contract Terms and Conditions, Paragraph VV. Invoice documents may be modified at TEA's discretion to enhance reporting requirements throughout the term of the Contract.

I. Master Schedule:

Contractor shall develop a Master Schedule that includes all the tasks and activities for the contract project as part of the overall assessment program schedule. The tasks shall be identified by TEA as critical or non-critical activities to ensure completion of the contract deliverables. Contractor shall be responsible for all activities for test administration beginning September 1, 2015. The first major test administration for which the Contractor shall be responsible is December 2015.

J. Transition Plan:

Contractor shall follow the agreed upon Transition Plan to ensure that the efforts of all contractors are integrated into a cohesive project plan, with all contractors understanding where their efforts fit into the overall program. The Transition Plan will also serve as the mechanism for defining the future coordinated delivery of the entire assessment program. By executing the implementation of the Transition Plan, the TEA project manager will be able to formally turn over program components to the new Contractor with as little disruption as possible. Once

the functionality and reliability of the data are shown to meet the acceptance criteria and the TEA project manager signs off that the totality of the assessment program components have been transferred, the Transition Plan shall be deemed completed.

K. Service Level Agreement:

The purpose of the Service Level Agreement ("SLA") is to provide a definition of online assessment service levels provided by Contractor in conjunction with the Online Assessment Activities covered under this Contract. The SLA also institutes general standards and expectations about the level of services to be delivered to the TEA. It allows TEA to ensure a higher level of confidence that services will be provided at a satisfactory level. It specifically addresses the project requirements identified in the integration components as well as the TEA contractual needs.

L. Test Administration Schedule:

Test Date(s)	2015 STAAR Assessments	Report Date(s)
December 7, 2015	English I	January, 21, 2016
December 8, 2015	English II	January 21, 2016
December 7-11, 2015	Algebra I, Biology, and U.S. History	January 21, 2016
March 29, 2016	Writing (Day 1) grades 4 and 7	June 15, 2016
March 29, 2016	Mathematics Grades 5 and 8	April 19, 2016
March 29, 2016	English I	June 3, 2016
March 30, 2016	Writing (Day 2) grades 4 and 7	June 15, 2016
March 30, 2016	Reading Grades 5 and 8	April 19, 2016
March 31, 2016	English II	June 3, 2016
May 2–May 6, 2016 Assessment Window	Algebra I, Biology, U.S. History	June 3, 2016
May 9, 2016	Mathematics for grades 3, 4, 6, and 7	June 15, 2016
	Mathematics retest for grades 5 and 8	May 31, 2016
May 10, 2016	Reading for grades 3, 4, 6, and 7	June 15, 2016
	English III	TBD
	Reading retest for grades 5 and 8	May 31, 2016
May 11, 2016	Science assessments for grades 5 and 8	June 15, 2016
	Algebra II	TBD
May 12, 2016	Social studies assessment for grade 8	June 15, 2016
May 10, 2016	English III Optional administration	TBD
May 11, 2016	Algebra II Optional administration	TBD
June 21, 2016	Mathematics retest for grades 5 and 8	July 8, 2016
June 22, 2016	Reading retest for grades 5 and 8	July 8, 2016
July 11, 2016	English I	August 19, 2016
July 13, 2016	English II	August 19, 2016
July 11- 15, 2016 Assessment Window	Algebra I, Biology, and U.S. History	August 19, 2016

CONTRACT TERMS AND CONDITIONS

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

- *Contract* means the entire document, and all of TEA's attachments, appendices, schedules (including but not limited to the Terms and Conditions and the Special Provisions), amendments and extensions of or to the Standard Contract;
- *Receiving Agency, Party, Owner or TEA* means the Texas Education Agency;
- *Proposer or Respondent* may be used interchangeably in the competitive solicitation. Contractor and Respondent infer pre RFP award status and Contractor infers to post RFP award status;
- *Contractor or Performing Agency* means the party or parties to this Contract other than TEA, including its or their officers, directors, employees, agents, representatives, consultants and subcontractors, and subcontractors' officers, directors, employees, agents, representatives and consultants;
- *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;
- *Major Contract* means any contract over \$10 million cumulative over the life of the contract.
- *Works* means all tangible or intangible material, products, ideas, documents or works of authorship prepared or created by Contractor for or on behalf of TEA at any time after the beginning date of the Contract ("Works" includes but is not limited to computer software, data, information, images, illustrations, designs, graphics, drawings, educational materials, assessment forms, testing materials, logos, trademarks, patentable materials, etc.) this does not include any pre-existing materials of Contractor, or any licensed third party materials provided by Contractor; 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, including any amendments, extensions or subsequent contracts are executed by TEA contingent upon the availability of appropriated funds by legislative act. Notwithstanding any other provision in this Contract or any other document, this Contract is void upon the insufficiency (in TEA's discretion) or unavailability of appropriated funds. In addition, this Contract may be terminated by TEA at any time for any reason upon notice to Contractor. Expenditures and/or activities for which Contractor may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from TEA.

C. Indemnification:

Acts or Omissions

Contractor shall indemnify and hold harmless the State of Texas and the Texas Education Agency, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Contractor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR AND TEA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Infringements

- 1) Contractor shall indemnify and hold harmless the State of Texas and the Texas Education Agency, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF CONTRACTOR PURSUANT TO THIS CONTRACT. CONTRACTOR AND TEA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND

CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

- 2) Contractor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Contractor's written approval, (iii) any modifications made to the product by the Contractor pursuant to TEA's specific instructions, (iv) any intellectual property right owned by or licensed to TEA, or (v) any use of the product or service by TEA that is not in conformity with the terms of any applicable license agreement.
- 3) If Contractor becomes aware of an actual or potential claim, or TEA provides Contractor with notice of an actual or potential claim, Contractor may (or in the case of an injunction against TEA, shall), at Contractor's sole option and expense; (i) procure for the TEA the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that TEA's use is non-infringing.

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

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

- 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 Terms and Conditions shall prevail in the event of conflict.
- H. **Records Retention and the Right to Audit:** Contractor shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Contractor in connection with the Contract Project. These records and accounts shall be retained by Contractor and made available for programmatic or financial audit by TEA and by others authorized by law or regulation to make such an audit for a period of not less than seven (7) years from the date of completion of the Contract Project or the date of the receipt by TEA of Contractor's final claim for payment or final expenditure report in connection with this Contract, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed.

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

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

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

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

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

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

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

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

- J. **Time Delays; Suspension; Sanctions for Failure to Perform; Noncompliance:** Time is of the Essence. Contractor's timely performance is essential to this Contract.

Suspension

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

Sanctions

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

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

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

- a. Date and time of sanitization/destruction;
- b. Description of the item(s) and serial number(s) if applicable;
- c. Inventory number(s); and
- d. Procedures and tools used for sanitization/destruction.

No later than sixty (60) days from contract expiration or termination or as otherwise specified in this Contract, Contractor must complete the sanitization and destruction of the data and provide to Comptroller all sanitization documentation.

Access to Internal TEA Network and Systems

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

Disclosure of Security Breach

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

- (1) Description of the nature of the Security Incident;
- (2) The type of TEA information involved;
- (3) Who may have obtained the information;

- (4) What steps Contractor has taken or will take to investigate the Security Incident;
- (5) What steps Contractor has taken or will take to mitigate any negative effect of the Security Incident; and
- (6) A point of contact for additional information.

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

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

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

- L. **Refunds Due to TEA:** If TEA determines that TEA is due a refund of money paid to Contractor pursuant to this Contract, Contractor shall pay the money due to TEA within thirty (30) days of Contractor's receipt of written notice that such money is due to TEA. If Contractor fails to make timely payment, TEA may obtain such money from Contractor by any means permitted by law, including but not limited to offset, counterclaim, cancellation, termination, suspension, total withholding, and/or disapproval of all or any subsequent applications for said funds.
- M. **Capital Outlay:** If Contractor purchases capital outlay (furniture and/or equipment) to accomplish the Contract Project, title will remain with Contractor for the period of the Contract. TEA reserves the right to transfer capital outlay items for Contract noncompliance during the Contract period or as needed after the ending date of the Contract. This provision applies to any and all furniture and/or equipment regardless of unit price and how the item is classified in Contractor's accounting record. This provision is applicable when federal funds are utilized for the Contract.
- N. **TEA Property (terms):** In the event of loss, damage or destruction of any property owned by or loaned by TEA while in the custody or control of Contractor, Contractor shall indemnify TEA and pay to TEA the full value of or the full cost of repair or replacement of such property, whichever is the greater, within thirty (30) days of Contractor's receipt of written notice of TEA's determination of the amount due. This applies whether the property is developed or purchased by Contractor pursuant to this Contract or is provided by TEA to Contractor for use in the Contract Project. If Contractor fails to make timely payment, TEA may obtain such money from Contractor by any means permitted by law, including but not limited to offset or counterclaim against any money otherwise due to Contractor by TEA.
- O. **State of Texas Laws:** In the conduct of the Contract Project, Contractor shall be subject to laws or rules of the State of Texas pertaining to and or governing this Contract and the Contract Project. This Contract constitutes the entire agreement between TEA and Contractor for the accomplishment of the Contract Project. This Contract shall be interpreted according to the laws of the State of Texas except as may be otherwise provided for in this Contract.
- P. **Federal Regulations Applicable to All Federally Funded Contracts:** The Code of Federal Regulations (CFR) annual edition is the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government produced by the Office of the Federal Register (OFR) and the Government Publishing Office. Website: http://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72df6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- Q. **Federal Rules, Laws, and Regulations That Apply to all Federal Programs:** Contractor shall be subject to and shall abide by all federal laws, rules, and regulations, pertaining to the Contract Project, including, but not limited to:

1. Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. sec. 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64;
2. Title VI of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 CFR Part 100;

3. Title IX of the Education Amendments 1972, as amended (prohibition of sex discrimination in educational institutions) and the regulations effectuating its provisions contained in 34 CFR Part 106, if Contractor is an educational institution;
 4. Section 504 of the Rehabilitation Act of 1973, as amended (nondiscrimination on the basis of handicapping condition), and the regulations effectuating its provisions contained in 34 CFR Parts 104 and 105.
 5. The Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age), and the implementing regulations contained in 34 CFR, Part 110;
 6. Family Educational Rights and Privacy Act of 1975, as amended, and the implementing regulations contained in 34 CFR, Part 99, if Contractor is an educational institution;
 7. Section 509 of H.R. 5233 as incorporated by reference in P.L. 99-500 and P.L. 99-591 (prohibition against the use of federal grant funds to influence legislation pending before Congress);
 8. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103-382, Title XIV, Terms and Conditions of the Elementary and Secondary Education Act, as amended; and
 9. General Education Provisions Act, as amended.
- R. Point of Contact and Escalation:** All notices, reports and correspondence required by this Contract shall be in writing and delivered to the TEA Project Manager listed below or their successors in office. Within thirty (30) days of execution of a contract, the respective Parties will designate the next level of personnel within each organization to address conflicts or ambiguity that cannot be resolved at the Project Manager level.

TEA

Gloria Zyskowski
 Director, Student Assessment
 Texas Education Agency
 William B. Travis Building
 1701 N. Congress Avenue
 Austin, Texas 78701

CONTRACTOR

George Powell
 Project Manager
 Educational Testing Service
 10999 Interstate Highway 10 West, Suite 400
 San Antonio, Texas 78230

- S. Forms, Assurances, and Reports:** Contractor shall make and file with the proper authorities all forms, assurances and reports required by federal laws and regulations in a timely manner. TEA shall be responsible for reporting to the proper authorities any failure by Contractor to comply with the foregoing laws and regulations coming to TEA's attention, and may deny payment or recover payments made by TEA to Contractor in the event of Contractor's failure so to comply. Contractor who is indebted or owes delinquent taxes to the state will have any payments under the Contract applied toward the debt or delinquent taxes owed the state until the account is paid in full, regardless of when the debt or delinquency was incurred. This provision does not apply if the warrant or transfer results in payments being made in whole or in part with money paid to the state by the Federal Government. Pursuant to 34 TAC 201.14 -18 and TGC 2161, Contractors shall maintain business records documenting compliance with the HUB subcontracting plan (HSP) and shall submit a compliance report to the contracting agency monthly, in the format required by the Agency. The compliance report submission shall be required as a condition for payment. If the Contractor subcontracts any part of the contract in a manner that is not consistent with its HUB subcontracting plan, the selected respondent must submit a revised HUB subcontracting plan before subcontracting any of the work under the contract.
- If the Contractor subcontracts any of the work without prior authorization and without complying with this section, the Contractor is deemed to have breached the contract and is subject to any remedial actions provided by Government Code, Chapter 2161, and other applicable state law.
- T. 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.
- U. 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.
- V. 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.

- W. 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.
- X. Interpretation:** In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, Appendices, Terms and Conditions, Special Provisions, Exhibits, and Attachments or other documents, the TEA Contract and its Terms and Conditions, Appendices and Special Provisions shall take precedence over all other documents which are a part of this Contract.
- Y. Education Service Center:** No funds transferred to Regional Education Service Centers or to school districts may be used to hire a registered lobbyist.
- Z. 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.
- AA. 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.
- Contractor is required to make any information created or exchanged with the state pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. The TEA Project Manager will provide the specific format by which the Contractor is required to make the information accessible by the public.
- BB. Gratuities:** By signing this Contract, Contractor represents and warrants that the Contractor has not given, offer to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.
- CC. 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.
- DD. Protests:** Any actual or prospective Bidder, Respondent, or Contractor who is aggrieved in connection with the solicitation, evaluation, or award of this or any other contract by the Texas Education Agency may submit a formal protest to the Director of the Agency's Contracts and Purchasing Division. This protest procedure shall be the exclusive method by which anyone may make a challenge to any aspect of the 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

- EE. 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.
- FF. 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.
- GG. Conformance:** The Contractor warrants that all goods and services furnished shall conform in all respects to the terms of this Contract, including any drawings, specifications or standards incorporated herein, and any defects in materials, workmanship, and free from such defects in design. In addition, contractor warrants that goods and services are suitable for and will perform in accordance with the purposes for which they are intended.
- HH. 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.
- II. 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.
- JJ. Assignment of Contract:** This Contract may not be assigned, sold, or transferred without the express written consent of the TEA Purchasing, Contracts, and Agency Services (PCAS) Division. An attempted assignment after Contract award without the TEA approval will constitute a material breach of contract.
- KK. 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.
- LL. Excluded Parties List System:** The Texas Education Agency and the Contractor must adhere to the directions provided in the President's Executive Order (EO) 13224, Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, which may be viewed at <http://www.whitehouse.gov/briefing-room/presidential-actions/executive-orders>. That Executive Order prohibits any transaction or dealing by United States persons, including but not limited to the making or receiving of any contribution of funds, goods, or services to or for the benefit of those persons listed in the General Services Administration's Excluded Parties List System (EPLS) which may be viewed on the System for Award Management (SAM) site at <http://www.sam.gov>.
- MM. Suspension and Debarment:** Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any federal, state or local government entity and that Contractor is in compliance with the State of Texas statutes and rules relating to procurement. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.
- NN. Electronic and Information Resources Accessibility Standards and Reporting:** State agencies shall procure products which comply with the State of Texas Accessibility requirements for Electronic Information Resources specified in 1TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

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

This refresh of 508 uses the WCAG 2.0 AA Accessibility Guidelines (also ISO/IEC standard 40500) as the new technical standard that Federal agencies are now required to meet when procuring products and services. With the adoption of 508 requirements being adopted, DIR will be modifying the TAC rules to synchronize with it.

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

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

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

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

[WCAG 2.0 at a glance](#)

[IBM Developer Guidelines Web Checklist](#)

[Webaim.org Accessibility Checklist](#)

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

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

- OO. Collusion:** Contractor certifies and represents that Contractor has not colluded with, nor received any assistance from, any person who was paid by TEA to prepare specifications or a solicitation on which a Contractor's bid or proposal is based and will not allow any person who prepared the respective specifications or solicitation to participate financially in any contract award.
- PP. Social Security Numbers Withheld:** TEA will not provide Social Security Numbers (SSNs) to any Contractor under this contract unless specifically specified as part of the project requirements. TEA, its Contractors and their subcontractors, will not require or request school districts to provide SSNs under this contract. Contractor agrees that in executing tasks on behalf of the TEA, they will not use any student-identifying information in any way that violates the provisions of FERPA, and will destroy or return all student-identifying information to TEA within thirty (30) days of project completion. An authorized officer of the company must certify that ALL records have either been properly destroyed or returned to the Agency in order to close out the contract.
- QQ. Proprietary; Confidential Information; Nondisclosure; Press Releases:** All information gathered, produced, derived, obtained, analyzed, controlled or Accessed by Contractor in connection with a contract resulting from this RFP ("Confidential Information") shall be and remain Confidential Information and shall not be released or disclosed by Contractor without the prior written consent of the TEA, which consent must specifically identify the Confidential Information to be disclosed by Contractor and the nature of the disclosure for which consent is sought. Contractor, its employees and subcontractors, agree that in executing tasks on behalf of the TEA, 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.
- Except when defined as part of the Work under this Contract, Contractor will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of TEA.
- RR. 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.
- SS. Contractor Performance:** All state agencies must report unsatisfactory Contractor performance on purchases over \$25,000. Contractors who are in default or otherwise not in good standing under any other current or prior contract with TEA at the time of selection will not be eligible for award of this contract. A Contractor's past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of §§2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Gov't Code. Contractor s may fail this selection criterion for any of the following conditions: A score of less than 90% in the Contractor Performance System,

currently under a Corrective Action Plan, having repeated negative Contractor performance reports for the same reason, having purchase orders that have been cancelled in the previous 12 months for non-performance (i.e. late delivery, etc.). TEA may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Contractor Performance Tracking System (as authorized by 34 Texas Administrative Code §20.108), TEA may examine other sources of Contractor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Any such investigations shall be at the sole discretion of TEA, and any negative findings, as determined by TEA, may result in non-award to the Contractor.

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

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

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

1. **Termination for Convenience:** TEA may terminate this Contract at any time, in whole or in part, without penalty, by providing fifteen (15) calendar days advance written notice to the other Party. In the event of such a termination, the Contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. TEA shall be liable for reimbursing only those expenses incurred by the Contractor that are permitted, properly performed under this Contract and were incurred prior to the effective termination date.

2. **Termination for Cause/Default:** If the Contractor fails to provide the goods or services contracted for according to the provisions of the Contract, or fails to comply with any of the terms or conditions of the Contract, TEA may, upon written notice of default to the Contractor, immediately terminate all or any part of the Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law or under the Contract.

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

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

3. **Termination Due to Changes in Law:** If federal or state laws or regulations or other federal or state requirements are amended or judicially interpreted so that either Party cannot reasonably fulfill this Contract and if the Parties cannot agree to an amendment that would enable substantial continuation of the Contract, the Parties shall be discharged from any further obligations under this Contract.

4. **Rights upon Termination or Expiration of Contract:** In the event that the Contract is terminated for any reason, or upon its expiration, TEA shall retain ownership of all associated work products and documentation obtained from the Contractor under the Contract.

5. **Survival of Terms:** Termination of the Contract for any reason shall not release the Contractor from any liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, and invoice and fees verification.

6. **Contract Transition:** In the event a subsequent competitive solicitation is awarded to a New Contractor, the Outgoing Contractor shall hand over to the New Contractor all "Works" including but not limited to the following: data, materials, database access, intellectual property, source code, training materials, access to websites, asset transfer, and maintenance of service commitments. The purpose of transition planning is to ensure a seamless and continuous service when changing from one contract to another. The Outgoing Contractor will begin shipping, transmitting or providing access to all appropriate materials and data to the New Contractor within 10 days of announcement of award at the New Contractor's expense for data processing and production, packing and shipping. The Outgoing Contractor will be responsible for providing the services identified in the Contract until all records have been completely transferred to the New Contractor. The Outgoing Contractor is responsible for performing due diligence to ensure that all the transition activities are identified and completed during the Contract Transition.

The Outgoing Contractor shall submit to TEA requested reports and data. TEA will not release the final invoice until all materials are returned to TEA or their designee. The TEA Project Manager shall approve

the Transition Plan prior to its implementation. The Transition Plan must minimize the impacts on continuity of operations and maintain communication with the TEA Project Manager and the New Contractor.

UU. Amendments: All Amendments to this Contract will be in a manner as prescribed by the Agency Contracting Process and are, subject to Paragraph B of the Terms and Conditions and will be made on AMENDMENT TO TEXAS EDUCATION AGENCY STANDARD CONTRACT form. All Amendments will be initiated by the TEA Contracts staff. An Amendment to this Contract will become effective on the date of signature of TEA or the effective date shown on the Amendment document whichever is first.

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

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

All Amendments must be signed by both parties.

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

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

Invoices must be submitted to TEAAccountsPayable@tea.texas.gov, the TEA Project Manager and when applicable the designated Contract Manager.

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

1. Payment for service(s) described in this Contract is contingent upon satisfactory completion of the **Deliverables and Services Review and Acceptance Process**. The Contractor must submit final deliverables to TEA for review and approval prior to invoicing. These include test items developed under the contract. "Final" deliverable means a deliverable that, in the belief and testimony of the Contractor, is in final completed form and in compliance with all required specifications as defined by project documentation and this contract. TEA will review each deliverable, including test items, submitted by the Contractor for quality and alignment to the deliverable definition agreed to under the "Deliverables and Services Definition Process". TEA will have fifteen (15) working days to approve a deliverable or request revisions to the deliverable. TEA must review and approve any deliverable before it may be invoiced by the Contractor. If TEA finds a submitted deliverable to be substandard or not in compliance with the deliverable definition agreed to under the "Deliverables and Services Definition Process", the Contractor will have ten (10) working days to address the quality or other compliance requirement and resubmit the deliverable. Additional costs incurred by the Contractor that result from repeated submissions and revising of substandard deliverables will be borne solely by the Contractor and not

charged against the contract or to TEA. This process will apply to all deliverables and requirements of the Contract, including test items developed. This does not preclude an arrangement that allows the Contractor to bill against a deliverable as progress is made toward completing that deliverable, so long as documentation of such progress in a form and nature satisfactory to TEA is provided and is approved by TEA. It is up to the Contractor to request incremental billing based on progress towards a deliverable, and such a request must be approved by TEA prior to submission of any invoice by the Contractor. TEA reserves the right to reject and not provide payment for deliverables found to be substandard or not in compliance with the deliverable definition agreed to under the "Deliverables and Services Definition Process", including test items developed under the Contract. The Contractor is strongly encouraged to collaborate with TEA on draft versions of any deliverables or services and request review(s) of such draft versions before submitting a final version.

2. Retainage: TEA may withhold 5% or less of each payment as retainage for certain projects. Retainage fees shall be documented in the Contract and may not be arbitrarily imposed after execution of the Contract. The release of retainage may be requested in the final invoice.
3. 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.
4. 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.
5. Contractor who is indebted or owes delinquent taxes to the State will have any payments under the Contract applied toward the debt or delinquent taxes owed the State until the amount is paid in full, regardless of when the debt or delinquency was incurred. TEA shall determine whether a payment law prohibits the Comptroller from issuing a warrant or initiating an electronic funds transfer to a person before TEA enters into a written contract with that person.

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

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

XX. Insurance: Contractor represents and warrants that it will, within five (5) business days of being requested by the TEA, provide TEA with current certificates of insurance or other proof acceptable to TEA of the following insurance coverage:

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

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

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

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

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

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

- YY. Force Majeure:** Neither Contractor nor Texas Education Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in any Contract resulting from this RFP caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.
- ZZ. Drug Free Workplace Policy:** The Contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place requirements under the Code of Federal Regulations incorporated by reference and the Contractor shall comply with the relevant provisions thereof, including any amendments or revisions that may hereafter be issued.
- AAA. Abandonment or Default:** If the Contractor defaults on the Contract, TEA reserves the right to cancel the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible Contractor. The defaulting Contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the Agency based on the seriousness of the default.

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

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

Any terms and conditions attached to a solicitation will not be considered unless specifically referred to on this solicitation and may result in disqualification.

SPECIAL PROVISIONS - A **Program Specific**

Confidential Information & Use of Social Security Numbers

Special Provision A, supersedes paragraph PP in the Contract Terms & Conditions.

To ensure compliance with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, including its implementing federal regulations at part 99 of title 34 of the Code of Federal Regulations, Contractor shall protect the privacy of paper and electronic student records

A student record is personally identifiable information relating directly to a student that is retained in any way (e.g., handwritten, printed, emailed, in data or other electronic media). Records retained must be appropriate, necessary, and relevant for official purposes related to the student. This applies to all components of the Texas assessment program (e.g. tests and scores).

To disclose means to release, transfer, or otherwise communicate information from student records, to anyone, by any means, including by talking about it, in writing, or electronically.

Personally Identifiable Student Information is any individual student data or other information containing the student's name, parent's name, student's address, parent's address, student's social security number (SSN) or student number (ID), date of birth, and any personal characteristics that would make the student's identity traceable. Personal characteristics of a student that could make the student's identity traceable include demographics, program area, and student indicators such as ethnicity, enrollment in special education, and economic status.

Contractor's security responsibilities under this Contract are governed by the Texas Administrative Code (TAC) Title 1, Part 10, Chapter 202, Subchapter B. Contractor will also be required to follow any TEA Information Systems Operating Procedures as applicable. Contractor will be provided with copies of the applicable Operating Procedures and associated forms for review.

Special Provisions - B

Certification Regarding Debarment, Ineligibility and Voluntary Exclusion
(Required for all federally-funded contracts)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). The regulations may be viewed and downloaded from the website: <http://www.sba.gov/sites/default/files/files/SBA%201624.pdf>

READ INSTRUCTIONS ON NEXT PAGE BEFORE COMPLETING CERTIFICATION

CERTIFYING STATEMENT

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

Educational Testing Service

August 24, 2015

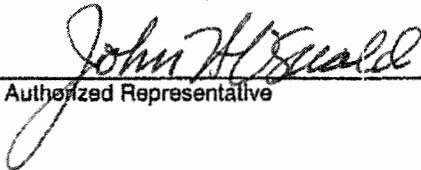
Business Name

Date

John H. Oswald

Name and Title of Authorized Representative

Signature of Authorized Representative



SPECIAL PROVISIONS - B INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. 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.
3. The prospective lower tier participant shall provide immediate written notice to the contracting director 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," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the agency's contracting office for assistance in obtaining a copy of those regulations (13CFR Part 145).
5. The prospective lower tier participant agrees by submitting this proposal 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 proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transactions," 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 is not aware that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
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 by this clause. 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 pursuant to 31 U.S.C. 1352. It is a prerequisite for making or entering into a contract or subcontract over \$100,000 with any entity. (See next page of this schedule for further instructions.)

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

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

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

Organization Name

Name and Title of Authorized Representative

Signature

Date

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 this disclosure form unless lobbying activities are being disclosed.

1. Type of Federal Action: <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement	2. Status of Federal Action <input type="checkbox"/> Bid/Offer/Application <input type="checkbox"/> Initial Award <input type="checkbox"/> Post-award	3. Report Type <input type="checkbox"/> Initial Filing <input type="checkbox"/> Material Change For Material Change Only: Year _____ Quarter _____ Date of Last Report: _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Texas Education Agency 1701 N. Congress Avenue Austin, Texas 78701 Congressional District: 10	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. A) Name and Address of Lobbying Entity <i>(If individual, Last name, First name, MI):</i>	B) Individuals Performing Services (include address, if different from 10 A) <i>(Last name, First name, MI):</i>	
11. Amount of Payment \$ _____ 12. Form of Payment _____ 13. Type of Payment <input type="checkbox"/> retainer <input type="checkbox"/> one-time fee <input type="checkbox"/> commission	14. Brief Description of Services Performed	
15. 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.		
Federal Use Only:		Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____
		Authorized for Local Reproduction Standard Form— LLL (Rev. 7-97)

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

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

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

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

- (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (b) A change in the organization(s) or individual(s) influencing or attempting to influence a covered Federal action; or
 - (c) A change in the officer(s), employee(s), or Member(s) of Congress contacted to influence or attempt to influence a covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards, include but are not limited to, subcontracts, subgrants and contract awards under grants.
 5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include congressional district, if known.
 6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-701-16-XXX."
 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).

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)
(insert HSP here)

- 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: Educational Testing Service (ETS) State of Texas VID #: 1210634479401
 Point of Contact: Beverle Beyer Phone #: 609-734-1318
 E-mail Address: BBeyer@ets.org Fax #: 609-734-5411
- b. Is your company a State of Texas certified HUB? - Yes - No
- c. Requisition #: 701-15-002 Bid Open Date: 12/17/2014
(mm/dd/yyyy)

Enter your company's name here: Educational Testing Service (ETS) Requisition #: 701-15-002

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 and SECTION 4.)

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

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1	Meeting Space & Catering	%	0.58 %	%
2	Freight & Transportation	%	0.61 %	%
3	Meeting Coordination	%	0.29 %	%
4	Cross Contractor QC	%	0.31 %	%
5	Assessment Data Portal & Other Services	%	1.92 %	%
6	Spanish Dev., Translation, Transadaptation	%	1.45 %	%
7	Focus Group on Rep. & Sub.Assess.Studies	%	0.20 %	%
8	Secure & Non-Secure Printing	%	0.11 %	%
9	Warehouse Staff Augmentation	%	2.42 %	%
10	Shipping Containers	%	0.08 %	%
11	Create Website and Hosting of Web Forms	%	0.02 %	%
12	Test Order Mgmt Sys. & Online Admin.	%	%	14.29 %
13	Braille Printing	%	%	0.59 %
14	Measure Reading Level & Text Complexity	%	%	0.43 %
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	8.00 %	15.31 %

(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 a continuous contract* 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.)

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

Enter your company's name here: Educational Testing Service (ETS) Requisition #: 701-15-002

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.)

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.

DocuSigned by:
Beverle Beyer Beverle Beyer Assoc Contract Mgr 08/14/2015
87c8f870f588445..Signature Printed Name Title Date (mm/dd/yyyy)

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

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: Educational Testing Service (ETS) Requisition #: 701-15-002

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

SECTION B-1 SUBCONTRACTING OPPORTUNITY

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

Item #: 1 Description: Meeting Space & Catering

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

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

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

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

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

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

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

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

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Norris Conference Centers	1455396868700	11/07/2014	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
RAC Conference Center, LLC	1271932412600	11/07/2014	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
Scenic Springs, LLC	1274155798200	11/07/2014	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No

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

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Southwest Minority Supplier Development	10/29/2014	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Women's Business Council - Southwest	10/29/2014	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) *Cont.*

Enter your company's name here: Educational Testing Service (ETS) Requisition #: 701-15-002

SECTION B-4 SUBCONTRACTOR SELECTION

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.
 Item #: 1 Description: Meeting Space & Catering
- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # <small>(Required if Texas certified HUB)</small>	Approximate Dollar Amount	Expected Percentage of Contract
Norris Conference Centers	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1455396868700	\$ 1,600,000.00	0.58 %
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (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.

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: Educational Testing Service (ETS) Requisition #: 701-15-002

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

SECTION B-1 SUBCONTRACTING OPPORTUNITY

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

Item #: 2 Description: Freight & Transportation

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

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

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

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

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

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

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

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

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Aim Over-the-Rd, LLC FKA Aim Global	1264815543500	10/31/2014	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Purpose Transportation LLC	1453551202500	10/31/2014	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Austin Warehouse and Distribution Inc	1743018841100	10/31/2014	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No

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

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Southwest Minority Supplier Development	10/29/2014	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Women's Business Council - Southwest	10/29/2014	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) *Cont.*

Enter your company's name here: Educational Testing Service (ETS) Requisition #: 701-15-002

SECTION B-4 SUBCONTRACTOR SELECTION

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item #: 2 Description: Freight & Transportation

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # <small>(Required if Texas certified HUB)</small>	Approximate Dollar Amount	Expected Percentage of Contract
Aim Over-the-Rd, LLC FKA Aim Global	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1264815543500	\$ 1,673,895.00	0.61 %
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (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.

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: Educational Testing Service (ETS) Requisition #: 701-15-002

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

SECTION B-1 SUBCONTRACTING OPPORTUNITY

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

Item #: 3 Description: Meeting Coordination

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

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

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

- Yes (if Yes, to continue to SECTION B-4.)

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

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

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

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

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Oak Hill Technology, Inc.	1742861021000	11/13/2014	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Swift Solutions	1522365019100	11/03/2014	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Strategic Meeting Solutions, Inc.	1450511969400	11/03/2014	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

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

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Southwest Minority Supplier Development	10/29/2014	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Women's Business Council - Southwest	10/29/2014	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: Educational Testing Service (ETS) Requisition #: 701-15-002

SECTION B-4 SUBCONTRACTOR SELECTION

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.
 Item #: 3 Description: Meeting Coordination
- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
Oak Hill Technology, Inc.	<input checked="checked" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742861021000	\$ 800,000.00	0.29 %
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (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.

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: Educational Testing Service (ETS) Requisition #: 701-15-002

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

SECTION B-1 SUBCONTRACTING OPPORTUNITY

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

Item #: 4 Description: Cross Contractor QC

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

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

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

- Yes (if Yes, to continue to SECTION B-4.)

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

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

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

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

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Oak Hill Technology, Inc.	1742861021000	11/13/2014	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
(Oak Hill Technology selected as a			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
strategic partner)			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

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

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
(Oak Hill Technology selected as a		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
strategic partner)		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) *Cont.*

Enter your company's name here: Educational Testing Service (ETS) Requisition #: 701-15-002

SECTION B-4 SUBCONTRACTOR SELECTION

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item #: 4 Description: Cross Contractor QC

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
Oak Hill Technology, Inc.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742861021000	\$ 866,050.00	0.31 %
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (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.

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: Educational Testing Service (ETS) Requisition #: 701-15-002

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

SECTION B-1 SUBCONTRACTING OPPORTUNITY

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

Item #: 5 Description: Assessment Data Portal & Other Services

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

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

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

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

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

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

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

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

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
eMetric LLC	1742958334100	10/31/2014	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
(eMetric selected as a strategic partner)			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

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

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
(eMetric selected as a strategic partner)		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: _____ Educational Testing Service (ETS) _____	Requisition #: _____ 701-15-002 _____
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SECTION B-4 SUBCONTRACTOR SELECTION

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item #: 5 Description: Assessment Data Portal & Other Services

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
eMetric LLC	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742958334100	\$ 5,310,570.00	1.92 %
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is **not** a Texas certified HUB, provide **written** justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (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.

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: Educational Testing Service (ETS) Requisition #: 701-15-002

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

SECTION B-1 SUBCONTRACTING OPPORTUNITY

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

Item #: 6 Description: Spanish Dev., Translation, Transadaptation

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

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

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

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

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

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

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

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

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Tri-Lin Integrated Services, Inc.	1900193787900	11/01/2014	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
(Tri-Lin Integrated Services selected as a strategic partner)			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

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

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
(Tri-Lin Integrated Services selected as a strategic partner)		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) *Cont.*

Enter your company's name here: Educational Testing Service (ETS) Requisition #: 701-15-002

SECTION B-4 SUBCONTRACTOR SELECTION

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item #: 6 Description: Spanish Dev., Translation, Transadaptation

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # <small>(Required if Texas certified HUB)</small>	Approximate Dollar Amount	Expected Percentage of Contract
Tri-Lin Integrated Services, LLC	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1900193787900	\$ 4,013,769.00	1.45 %
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (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.

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: Educational Testing Service (ETS) Requisition #: 701-15-002

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

SECTION B-1 SUBCONTRACTING OPPORTUNITY

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

Item #: 7 Description: Focus Group on Rep. & Sub.Assess.Studies

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

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

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

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

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

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

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

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Edvance Research, Inc.	1134307214300	11/14/2014	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
(Edvance Reseach selected as a strategic partner)			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

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

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
(Edvance Reseach selected as a strategic partner)		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: Educational Testing Service (ETS) Requisition #: 701-15-002

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

SECTION B-1 SUBCONTRACTING OPPORTUNITY

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

Item #: 8 Description: Secure & Non-Secure Printing

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

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

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

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

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

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

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

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

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Best Press, Inc.	1752470264800	10/31/2014	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Bayside Printing Company, Inc.	1741930264500	10/31/2014	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
AC Printing LLC	1453782172100	10/20/2014	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No

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

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Southwest Minority Supplier Development	10/29/2014	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Women's Business Council - Southwest	10/29/2014	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: Educational Testing Service (ETS) Requisition #: 701-15-002

SECTION B-4 SUBCONTRACTOR SELECTION

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item #: 8 Description: Secure & Non-Secure Printing

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
Best Press, Inc.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1752470264800	\$ 300,000.00	0.11 %
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (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.

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: Educational Testing Service (ETS) Requisition #: 701-15-002

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

SECTION B-1 SUBCONTRACTING OPPORTUNITY

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

Item #: 9 Description: Warehouse Staff Augmentation

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

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

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

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

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

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

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

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

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Partners Two, Inc., dba Adecco	1741675905202	10/01/2014	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
(Partners Two, dba Adecco selected as a			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
strategic partner)			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

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

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
(Partners Two, dba Adecco selected as a		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
strategic partner)		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) *Cont.*

Enter your company's name here: Educational Testing Service (ETS) Requisition #: 701-15-002

SECTION B-4 SUBCONTRACTOR SELECTION

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item #: 9 Description: Warehouse Staff Augmentation

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # <small>(Required if Texas certified HUB)</small>	Approximate Dollar Amount	Expected Percentage of Contract
Partners Two, Inc., dba Adecco	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1741675905202	\$ 6,688,632.00	2.42 %
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (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.

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: Educational Testing Service (ETS) Requisition #: 701-15-002

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

SECTION B-1 SUBCONTRACTING OPPORTUNITY

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

Item #: 10 Description: Shipping Containers

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

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

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

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

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

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

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

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

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Boxes 4 U, Inc.	1752681392200	11/13/2014	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
M-Pak, Inc.	1752956664200	10/29/2014	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
Your Box Lady	1371514509300	10/29/2014	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No

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

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Southwest Minority Supplier Development	10/29/2014	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Women's Business Council - Southwest	10/29/2014	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: Educational Testing Service (ETS) Requisition #: 701-15-002

SECTION B-4 SUBCONTRACTOR SELECTION

a. Enter the Item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item #: 10 Description: Shipping Containers

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # <small>(Required if Texas certified HUB)</small>	Approximate Dollar Amount	Expected Percentage of Contract
Boxes 4 U, Inc.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1752681392200	\$ 227,140.00	0.08 %
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (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.

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: Educational Testing Service (ETS) Requisition #: 701-15-002

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

SECTION B-1 SUBCONTRACTING OPPORTUNITY

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

Item #: 11 Description: Create Website and Hosting of Web Forms

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

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

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

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

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

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

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

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

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Skinny Cat Software LLC	1454981755000		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
(Skinny Cat was originally on a			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
component not awarded to ETS)			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

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

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
(Skinny Cat was originally on a		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
component not awarded to ETS)		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: Educational Testing Service (ETS) Requisition #: 701-15-002

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

SECTION B-1 SUBCONTRACTING OPPORTUNITY

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

Item #: 12 Description: Test Order Mgmt System & Online Admin.

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

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

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

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

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

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

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

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
See section B-4 c.			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

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

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
See section B-4 c.		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: Educational Testing Service (ETS) Requisition #: 701-15-002

SECTION B-4 SUBCONTRACTOR SELECTION

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item #: 12 Description: Test Order Mgmt System & Online Admin.

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
Computerized Assessments & Learning	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No		\$ 39,443,805.00	14.29 %
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

Computerized Assessment and Learning (CA&L) was selected because their test order management system is tied into ETS systems making them a necessary component of our bid.

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (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.

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: Educational Testing Service (ETS) Requisition #: 701-15-002

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

SECTION B-1 SUBCONTRACTING OPPORTUNITY

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

Item #: 13 Description: Braille Printing

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

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

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

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

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

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

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

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

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
See section B-4 c.			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

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

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
See section B-4 c.		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) *Cont.*

Enter your company's name here: Educational Testing Service (ETS) Requisition #: 701-15-002

SECTION B-4 SUBCONTRACTOR SELECTION

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item #: 13 Description: Braille Printing

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # <small>(Required if Texas certified HUB)</small>	Approximate Dollar Amount	Expected Percentage of Contract
Region IV	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No		\$ 1,639,884.00	0.59 %
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

Region IV currently provides braille services for the Texas Student Assessment System and has exhibited quality and efficiency in these efforts. ETS chose to sole source this work to Region IV to expedite the transition of the contract and ensure quality material for students with visual impairments. Maintaining this vendor for this effort also allows Texas state funds expended through the TEA contract to remain in the state.

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (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.

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: Educational Testing Service (ETS) Requisition #: 701-15-002

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

SECTION B-1 SUBCONTRACTING OPPORTUNITY

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

Item #: 14 Description: Measure Reading Level & Text Complexity

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

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

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

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

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

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

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

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
see section B-4 c.			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

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

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
see section B-4 c.		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) cont.

Enter your company's name here: Educational Testing Service (ETS) Requisition #: 701-15-002

SECTION B-4 SUBCONTRACTOR SELECTION

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item #: 14 Description: Measure Reading Level & Text Complexity

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
MetaMetrics	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No		\$ 1,200,000.00	0.43 %
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

MetaMetrics offers their proprietary, Lexile measurement tools which are widely accepted and respected in the testing industry.

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (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.

Exhibits

Exhibit A, Description of Services

Exhibit B, Budget

Exhibit C, Schedule of Tasks

Exhibit D, Pricing Proposal

Exhibit E, Service Level Agreement

Exhibit F, Transition Plan

Exhibit A – Description of Services

Contractor shall perform all duties, tasks, and activities identified in the RFP for the following awarded components: Program Integration; STAAR Item and Test Development, Administration, Scoring and Reporting for Grades 3–8; STAAR Item and Test Development; and Administration, Scoring, and Reporting for EOC Assessments.

This Exhibit is a narrative that identifies the general deliverables at a high level. The detailed information including tasks, activities, and subtasks for each deliverable is provided in the Best and Final Offers, Clarification Documentation and the Proposal Response.

Program Integration

Contractor shall provide a seamless integration component requiring cooperation between the various contractors and the agency. This includes but is not limited to:

- Contractor will license a cloud platform or install a file server capable of handling all requested data transfers to facilitate the secure storage and delivery of data between the agency and its assessment program contractors.
- Provide technical support to TEA in areas such as test construction, sampling, standard setting, equating, validity, and reliability.
- Implement and maintain an integrated assessment data portal to be accessible by agency staff, districts, campuses, teachers, parents, students, and the public to view assessment results.
- Implement methods to detect statistical irregularities on the state-developed assessments and reporting those results to appropriate agency personnel.
- Merge within an integrated assessment management system student-level test data from all the test programs into a single student-level history file that shall be used by the agency and its contractors.
- Create and deliver on an annual basis, student-level data sets to be used for purposes of accountability.
- Implement an online master schedule web application or service to facilitate the tracking of testing program activities.
- Provide the name and copies of all software licenses and service agreements that will be used.
- Contractor shall work with TEA to develop and track activities to ensure all awarded contractors are adhering to the program schedules. This includes tracking the progress of all listed joint projects and tasks and providing alerts if established deadlines are not met or are at risk of not being met.
- Responsible for security procedures for the awarded components.
- Provide a business continuity plan detailing disaster recovery processes for hardware and software used to store and/or deliver contracted products.
- Provide sufficient warehouse storage space to support the production and distribution of materials, and maintain storage of student records.
- Oversee a call center for the Grades 3-8 and EOC components that provides toll-free telephone support to districts and campuses throughout the school year for their deliverables. This call center must operate during regular business hours (8:00 AM–5:00 PM CST) twelve months each year, with extended hours prior to and during test administrations to provide assistance with last-minute shipments of test materials as needed to school districts. The call center staff will coordinate with staff at the Pearson call center to assure that issues regarding TEPLPAS, Alternate 2, and TAKS are properly handled.
- The Contractor is responsible for arrangements for annual training of personnel from education service centers and the 25 largest districts in the state to provide updates on the student assessment program and specifics on test administrations for each school year covered by the terms of the contract.

STAAR Item and Test Development, Administration, Scoring, and Reporting for Grades 3–8 Assessments

The development of the STAAR grades 3–8 assessments includes the item and test development, administration, scoring, and reporting functions. These four major functions are considered to be one component. This includes but is not limited to:

- Contractor shall be responsible for the development of all items needed for the STAAR 3–8 program. Items developed for the general STAAR 3–8 assessments will be used for STAAR L and STAAR A. Contractor shall also be responsible for developing artwork, reading selections, writing passages, and writing prompts as well as for obtaining copyright permission for any artwork or published reading selections that are used.
- Contractor shall provide sufficient annual development of items for STAAR 3–8, including reading selections, writing passages, and writing prompts. Contractor shall be prepared to adjust the quantity and types of items developed.
- Contractor shall conduct an annual inventory of the STAAR 3–8 item bank. Based on this inventory, the contractor is responsible for evaluating the overall status of the item bank.
- Contractor shall be responsible for annually developing all items for STAAR 3–8, with the exception of writing prompts for grade 4 (English and Spanish versions) and grade 7, which will be developed every three years and administered in a stand-alone prompt study.
- For the Spanish versions of STAAR, annual item-development quantities vary by grade and are largely dependent on the size of the tested population.
- Contractor shall arrange for and provide materials and resources for groups of Texas educators from across the state to meet in Austin, Texas as part of the STAAR test-development process and as special advisory committees are needed.
- Contractor shall conduct pilot testing to a small group of volunteer classrooms prior to a field test as appropriate. Pilot testing should assess the viability of item prototypes or item formats not previously used or to gather information on new accommodations or on testing innovations.
- Contractor shall provide a plan for any field testing necessary for the development and continuation of the STAAR EOC assessments administered. Contractor shall conduct embedded, stand-alone, online, and/or operational field tests for certain tests as required by TEA.
- After field-testing items, Contractor shall provide TEA with analyses of these items and copies of field-tested items no later than six weeks after the test administration. Contractor shall plan on one data-review meeting for each course assessed. The data review meeting shall involve TEA assessment and curriculum staff.
- Contractor shall be responsible for standard-setting activities for all new assessments as well as for activities associated with resetting and/or reevaluating standards as required by law or as needed based on substantial changes to the assessment program (e.g., curriculum revisions). This includes the implementation and reporting of a measure of annual improvement in student achievement.
- Contractor shall continue and/or enhance online initiatives already identified by the state and provide a secure online platform that is compatible with Windows OS (Windows 7 and above) and Mac OS (10.7 and above). Compatibility with current Linux and Chrome operating systems is preferred. Additionally, Contractor shall plan on the delivery of assessments on Apple IOS and Android tablets.
- All test booklets shall be labeled with unique numerical codes in sequential order to assist with test booklet security and inventory control.
- For each STAAR 3–8 administration, Contractor shall provide districts with an online system that enables districts to identify the mode in which they shall participate (online, paper, or both as appropriate) and to order sufficient numbers of test materials. This includes allowing districts to order additional materials just prior to the actual test administration.
- Contractor shall produce appropriate scorable answer documents for all STAAR 3–8 administrations. All scorable documents shall be designed to ensure that student responses or student-identification gridding cannot alter student responses marked on opposite or facing pages.

- Contractor shall provide all administration materials in a 508-compliant format to TEA for posting. Requirements for maintaining security and confidentiality, along with guidelines for the coordination of all state assessment programs, shall be organized into a manual (the *District and Campus Coordinator Manual*) specifically designed for district and campus coordinators.
- Contractor shall review and revise existing STAAR 3-8 test administrator manuals and develop new or additional manuals as necessary for the coordination and administration of the STAAR 3-8 program (including STAAR Spanish, STAAR L and STAAR A). All materials developed for websites must follow Federal 508 accessibility requirements and Web Content Accessibility Guidelines (WCAG) 2.0 AA standards and be tested for accessibility before acceptance by TEA. For sites developed outside of TEA, Contractor must contract with a third party with expertise and a proven track record in accessibility testing. This company must evaluate the site and produce a report that verifies the site is compliant to (WCAG) 2.0 AA. The production, printing, and distribution of the coordinator manual must be completed in time for production by December of each year.
- Contractor shall review and revise existing STAAR 3-8 (including STAAR Spanish, STAAR L, and STAAR A) ancillary materials related to test administrations, including but not limited to packing lists, identification sheets used for all scorable materials, standard and optional reports lists, and email notifications (including a calendar for delivery). These items shall be submitted to TEA for final review and approval. Contractor shall provide all administration materials in a 508-compliant format to TEA for posting.
- Contractor shall be responsible for shipping all test materials to and from school districts, with materials for each campus packaged as a unit. There shall be at least four major shipments of testing materials during each year. Contractor may provide multiple shipment of materials to school districts that shall include both non secure and secure materials. All testing materials necessary to conduct a test administration shall be shipped at one time for each test administration.
- Contractor shall provide online registration forms for districts to use to register out-of-district students as appropriate. The registration forms and instructions must include access to a test site directory. The directory shall include a list of test sites, test dates, and times that have been compiled from information supplied by the districts. This registration process shall be user-friendly and incorporate necessary safeguards to fully protect the confidentiality and privacy of users.
- Contractor shall provide a system for the assessment of private school students that shall ensure test security and provide the same quality of student performance data as the assessment of public school students.
- Contractor shall determine and document a per-test cost for the assessment of public school students. This per-test cost shall be provided to TEA annually.
- Contractor shall provide files of student-level assessment data and individual student responses in electronic format to TEA after each test administration. These files shall be the official record of the test administration and shall be used to verify the aggregated data. The data shall be formatted as fixed-width text files. The data files are to be provided to TEA as files transferred using a secure FTP.
- Contractor shall provide statewide, region, district, and campus level aggregations (summary reports) of performance and demographic data in hardcopy and/or electronic format as specified by TEA following each test administration. Other individual and summary reports of statewide and regional data may be required. The reports are to be provided in PDF or other format as specified by TEA, and shall be transferred to TEA using secure FTP. All statewide and regional reports shall be delivered to TEA after the end of each testing period by a date to be specified by TEA. Contractor shall provide preliminary statewide reports and data files to TEA at the same time the results are sent to districts.
- Contractor shall annually revise, print, and distribute a series of brochures designed to explain STAAR 3-8 results to parents. Brochures must be developed to provide meaningful information that can be easily understood by Texas's diverse population of parents. The brochures shall clearly and simply explain the meaning of test results and student-progress measures without the use of educational or test jargon.
- Contractor shall provide a brochure for the parent(s) or guardian(s) of every student who took one or more STAAR 3-8 assessments. The brochures shall be printed in two colors and shall be delivered on a schedule that allows districts to include them with the STAAR student results sent home.
- Contractor shall release all primary forms of the general STAAR 3-8 assessments, as well as STAAR L and STAAR A, answer keys, including reporting categories and student expectations, and scoring guides according to the published schedule. The spring 2016 tests are scheduled to be released, and then the tests shall be released every third year thereafter for the primary administration only. Released tests shall be provided online only and shall be provided in a 508-compliant format to TEA for posting.

STAAR Item and Test Development, Administration, Scoring, and Reporting for End-of-Course (EOC) Assessments

The development of the STAAR EOC assessments includes the item and test development, administration, scoring, and reporting functions. These four major functions are considered to be one component of the STAAR EOC program. This includes but is not limited to:

- The EOC assessments are designed to be administered both on paper and online. Contractor shall plan to administer approximately 2,700,000 STAAR assessments per year. Because EOC assessments are required for high school graduation, two additional STAAR administrations are made available. Standard reports shall be provided automatically to school districts after each STAAR administration, and information contained in standard reports shall satisfy mandatory reporting requirements.
- Contractor shall be responsible for the development of all items needed for STAAR EOC assessments. Items developed for the general STAAR EOC assessments will be used for STAAR L and STAAR A. Contractor is also responsible for developing artwork, reading selections, writing passages, and writing prompts as well as for obtaining copyright permission for any artwork or published reading selections that are used.
- Contractor shall conduct an annual inventory of the STAAR EOC item bank. Based on this inventory, Contractor is responsible for evaluating the overall status of the item bank.
- Contractor shall be responsible for annually developing all items for STAAR EOC assessments, with the exception of writing prompts for English I and English II, which will be developed every three years and administered in a stand-alone prompt study. Beginning in spring 2016, Texas districts have the option of administering STAAR English III and Algebra II to students as post-secondary readiness measures. The assessments will be offered only once a year with no retest opportunities, and TEA will use a series of shelf tests instead of developing new forms each year. To build the number of shelf tests needed, the Contractor will be responsible for a one time development of additional items for the English III and Algebra II.
- Contractor will provide sufficient items to construct three additional forms of each EOC assessment administered. These forms will be used for a variety of purposes: as source tests for STAAR L, STAAR A, and braille versions of STAAR and as an alternate test form in case of a breach in test security.
- Contractor shall arrange for and provide materials and resources for groups of Texas educators from across the state to meet in Austin, Texas as part of the STAAR test-development process and as special advisory committees are needed.
- Contractor shall conduct pilot testing to a small group of volunteer classrooms prior to a field test as appropriate. Pilot testing should assess the viability of item prototypes or item formats not previously used or to gather information on new accommodations or on testing innovations.
- Contractor shall provide a plan for any field testing necessary for the development and continuation of the STAAR EOC assessments administered. Contractor shall conduct embedded, stand-alone, online, and/or operational field tests for certain tests as required by TEA.
- After field-testing items, Contractor shall provide TEA with analyses of these items and copies of field-tested items no later than six weeks after the test administration. Contractor shall plan on one data-review meeting for each course assessed. The data review meeting shall involve TEA assessment and curriculum staff.
- Contractor shall be responsible for standard-setting activities for all new assessments as well as for activities associated with resetting and/or reevaluating standards as required by law or as needed based on substantial changes to the assessment program (e.g., curriculum revisions). This includes the implementation and reporting of a measure of annual improvement in student achievement.
- Contractor shall conduct the necessary feasibility and linking studies required to establish a link between STAAR EOC assessments and substitute assessments if new legislative mandates or changes to the TEKS curriculum necessitate revisions to the EOC assessments.
- TEA has a number of online activities in place in the state assessment program. Contractor shall plan to continue and/or enhance online initiatives already identified by the state. Contractor shall provide a secure online platform that is compatible with Windows OS (Windows 7 and above) and Mac OS (10.7 and above). Compatibility with current Linux and Chrome operating systems is preferred and Contractor shall develop a plan to also provide the assessments on Apple iOS and Android tablets. .

- Online interactive tutorials shall be provided to provide students with opportunities to learn how to use the testing platform for STAAR EOC online administrations.
- All test booklets shall be labeled with unique numerical codes in sequential order to assist with test booklet security and inventory control. A separate test booklet is required for each EOC assessment.
- For each STAAR EOC administration, Contractor shall provide districts with an online system that enables districts to identify the mode in which they shall participate (online, paper, or both) and to order sufficient numbers of test materials.
- Contractor shall produce appropriate scorable answer documents for all STAAR EOC administrations. All scorable documents shall be designed to ensure that student responses or student-identification gridding cannot alter student responses marked on opposite or facing pages. A separate answer document will be used for each EOC assessment, which will be administered three times per year.
- Contractor shall review and revise existing STAAR EOC test administrator manuals and develop new or additional manuals as necessary for the coordination and administration of the STAAR EOC program (including STAAR L and STAAR A). All websites must follow Federal 508 accessibility requirements and Web Content Accessibility Guidelines (WCAG) 2.0 AA standards and be tested for accessibility before acceptance by TEA. For sites developed outside of TEA, Contractor must contract with a third party with expertise and a proven track record in accessibility testing. This company must evaluate the site and produce a report that verifies the site is compliant to (WCAG) 2.0 AA.
- Requirements for maintaining security and confidentiality, along with guidelines for the coordination of all state assessment programs, shall be organized into a manual (the *District and Campus Coordinator Manual*) specifically designed for district and campus coordinators. Production is to be complete by December of each year.
- Contractor shall review and revise existing STAAR EOC (including STAAR L and STAAR A) ancillary materials related to test administrations, including but not limited to packing lists, identification sheets used for all scorable materials, standard and optional reports lists, and email notifications (including a calendar for delivery).
- Contractor shall be responsible for shipping all test materials to and from school districts, with materials for each campus packaged as a unit. There shall be at least eight major shipments of testing materials during each year. Contractor shall provide one shipment of materials to school districts that shall include both non-secure and secure materials. All testing materials necessary to conduct a test administration shall be shipped at one time for each test administration.
- Contractor shall provide online registration forms, instructions, and access to a test site directory for EOC online assessments. The directory shall include a list of test sites, test dates, and times that the contractor shall compile from information supplied by the districts. This registration process shall be user-friendly and incorporate necessary safeguards to fully protect the confidentiality and privacy of users.
- Contractor shall provide a system for the assessment of private school students that shall ensure test security and provide the same quality of student performance data as the assessment of public school students. Contractor shall determine and document a per-test cost for the assessment of private school students not to exceed the per-test cost for the assessment of public school students. This per-test cost shall be provided to TEA and is subject to annual approval by the State Board of Education.
- Contractor shall be responsible for scoring all STAAR English I and English II essays and short answer reading responses. Contractor shall also be responsible for scoring STAAR English III essays and short answer reading responses as needed. These performance components shall be scored as summative evaluations using a focused holistic scoring system. Contractor shall be required to use the STAAR writing and short answer reading rubrics.
- There will be three administrations of STAAR English I and English II each year. For each English EOC assessment, Contractor shall be responsible for hand-scoring one essay and two short answer reading responses. The scoring of essays represents a summative evaluation of students' writing proficiency for the specified writing purpose for each course, while the scoring of short answer reading responses represents a summative evaluation of the quality of the content of students' answers to specific questions about one or more reading selections.

- For English I and English II, writing prompts shall be field-tested in a stand-alone prompt study administered every three years. During the course of this Contract prompt study shall be administered in spring 2017. a. English I and English II short answer questions shall be embedded in the operational form of the test for the spring administration each year of the Contract. Contractor shall be responsible for hand-scoring all field-test essays and short answer reading responses.
- Contractor shall provide files of student-level assessment data and individual student responses in electronic format to TEA after each test administration. These files shall be the official record of the test administration and shall be used to verify the aggregated data. The data shall be formatted as fixed-width text files. The data files are to be provided to TEA as files transferred using a secure FTP.
- Contractor shall provide statewide, region, district, and campus level aggregations (summary reports) of performance and demographic data in hardcopy and/or electronic format as specified by TEA following each test administration. Other individual and summary reports of statewide and regional data may be required. The reports are to be provided in PDF or other format as specified by TEA, and shall be transferred to TEA using secure FTP. All statewide and regional reports shall be delivered to TEA after the end of each testing period by a date to be specified by TEA. Contractor shall provide preliminary statewide reports and data files to TEA at the same time the results are sent to districts.
- After each STAAR EOC test administration, Contractor shall provide TEA with a statewide and district-level cumulative report and data file for each cohort of students tested. A cohort consists of the students taking the test the first time it is given for a new graduation class. The cohort report shall present the cumulative passing rate for this class after each test administration and shall include a description of the matching and record-updating process used to calculate the passing rate.
- Contractor shall annually revise, print, and distribute a series of brochures designed to explain STAAR EOC results to parents. Brochures must be developed to provide meaningful information that can be easily understood by Texas's diverse population of parents. The brochures shall clearly and simply explain the meaning of test results and student-progress measures without the use of educational or test jargon.
- Contractor shall provide a brochure for the parent(s) or guardian(s) of every student who took one or more STAAR EOC assessments. The brochures shall be printed in two colors and shall be delivered on a schedule that allows districts to include them with the STAAR student results sent home.
- Contractor shall release all primary forms of the general STAAR EOC assessments, as well as STAAR L and STAAR A, answer keys, including reporting categories and student expectations, and scoring guides according to the published schedule. The spring 2016 tests are scheduled to be released, and then the tests shall be released every third year thereafter for the primary administration only. Released tests shall be provided online only and shall be provided in a 508-compliant format to TEA for posting.

Exhibit B – Budget

Funding Source	Fiscal Year 2016 Amount	Contract Total
State	\$ 49,414,242.00	
NCLB	\$ 12,276,051.86	
IDEA	\$ 8,697,570.00	
	\$ 70,387,863.86	\$ 70,387,863.86
	Fiscal Year 2017 Amount	
State	\$ 49,439,157.55	
NCLB	\$ 11,162,037.00	
IDEA	\$ 8,749,677.00	
	\$ 69,350,871.55	\$ 69,350,871.55
	Fiscal Year 2018 Amount	
State	\$ 48,375,395.00	
NCLB	\$ 9,967,772.00	
IDEA	\$ 9,464,583.00	
	\$ 67,807,750.00	\$ 67,807,750.00
	Fiscal Year 2019 Amount	
State	\$ 48,612,216.00	
NCLB	\$ 10,849,262.42	
IDEA	\$ 9,097,768.00	
	\$68,559,246.42	\$ 68,559,246.42
	Four Year Total	\$276,105,731.83
	Optional Five Year Amount	
State	\$ 50,070,778.52	
NCLB	\$ 11,388,176.56	
IDEA	\$ 9,282,010.29	
	\$ 70,740,965.37	\$ 70,740,965.37

Funding Source:

State – State Appropriated funds appropriated by the Texas Legislature

NCLB – No Child Left Behind federal funds

IDEA - Individuals with Disabilities Education Act federal funds

**Texas STAAR Program
Funding Analysis 8.13.15**

STATE

[INCL. HB 743]

Component 1 - Program	2016	2017	2018	2019	4 yr total	2020
Total Program Integratio	\$ 4,958,204.74	\$ 5,189,637.34	\$ 5,140,488.78	\$ 5,110,938.65	\$ 20,399,269.51	\$ 5,104,936.44

Component 2 - STAAR 3-8

STAAR 3-8						
Mathematics, Grade 3	\$ 1,439,969.62	\$ 1,437,738.97	\$ 1,490,634.87	\$ 1,502,561.12	\$ 5,870,904.57	\$ 1,455,907.31
Mathematics, Grade 4	\$ 1,481,434.64	\$ 1,477,533.02	\$ 1,537,082.33	\$ 1,544,976.33	\$ 6,041,026.33	\$ 1,496,982.19
Mathematics, Grade 5	\$ 2,304,859.56	\$ 2,280,775.28	\$ 2,378,424.87	\$ 2,385,372.81	\$ 9,349,432.52	\$ 2,309,028.73
Mathematics, Grade 6	\$ 1,504,764.32	\$ 1,486,673.01	\$ 1,551,501.33	\$ 1,553,772.36	\$ 6,096,711.02	\$ 1,505,339.31
Mathematics, Grade 7	\$ 1,564,553.68	\$ 1,541,319.36	\$ 1,603,515.50	\$ 1,611,124.07	\$ 6,320,512.60	\$ 1,560,565.36
Mathematics, Grade 8	\$ 2,275,486.75	\$ 2,242,156.82	\$ 2,328,518.17	\$ 2,344,737.72	\$ 9,190,899.46	\$ 2,269,224.12
Reading, Grade 3	\$ 633,048.39	\$ 632,925.29	\$ 656,288.68	\$ 653,575.01	\$ 2,575,837.36	\$ 629,290.85
Reading, Grade 4	\$ 541,211.08	\$ 450,817.07	\$ 464,749.87	\$ 465,121.38	\$ 1,921,899.39	\$ 447,771.16
Reading, Grade 5	\$ 802,569.08	\$ 646,317.95	\$ 672,863.62	\$ 674,200.21	\$ 2,795,950.86	\$ 647,768.44
Reading, Grade 6	\$ 512,566.42	\$ 416,216.30	\$ 429,759.04	\$ 428,494.56	\$ 1,787,036.31	\$ 411,522.85
Reading, Grade 7	\$ 548,161.26	\$ 444,814.00	\$ 458,249.11	\$ 458,205.53	\$ 1,909,429.91	\$ 440,330.94
Reading, Grade 8	\$ 823,382.81	\$ 659,059.95	\$ 668,409.34	\$ 680,118.31	\$ 2,830,970.41	\$ 653,623.70
Science, Grade 5	\$ 1,233,622.60	\$ 1,213,031.78	\$ 1,268,562.42	\$ 1,271,557.60	\$ 4,986,774.40	\$ 1,233,521.14
Science, Grade 8	\$ 2,127,326.74	\$ 2,172,505.90	\$ 2,265,353.60	\$ 2,280,536.52	\$ 8,845,722.76	\$ 2,213,660.18
Writing, Grade 4	\$ 3,610,118.19	\$ 3,949,217.01	\$ 3,208,799.07	\$ 3,222,188.96	\$ 13,990,323.23	\$ 4,112,813.34
Writing, Grade 7	\$ 3,782,430.85	\$ 3,922,370.10	\$ 3,364,124.04	\$ 3,385,852.52	\$ 14,454,777.51	\$ 4,064,054.32
Social Studies, Grade 8	\$ 410,444.63	\$ 330,902.23	\$ 342,084.87	\$ 346,502.63	\$ 1,429,934.35	\$ 329,394.90
Subtotal STAAR 3-8	\$ 25,595,950.60	\$ 25,304,374.04	\$ 24,688,920.72	\$ 24,808,897.64	\$ 100,398,143.00	\$ 25,780,798.84

STAAR 3-8 Spanish

Mathematics, Grade 3	\$ 51,367.55	\$ 53,353.18	\$ 54,432.13	\$ 55,721.88	\$ 214,874.74	\$ 57,282.77
Mathematics, Grade 4	\$ 50,989.50	\$ 52,821.00	\$ 53,881.38	\$ 55,150.09	\$ 212,841.97	\$ 56,686.77
Mathematics, Grade 5	\$ 129,118.73	\$ 138,435.58	\$ 141,259.06	\$ 144,597.16	\$ 553,410.54	\$ 148,610.00
Reading, Grade 3	\$ 134,101.82	\$ 140,423.84	\$ 143,228.37	\$ 146,580.50	\$ 564,334.54	\$ 150,588.92
Reading, Grade 4	\$ 124,872.82	\$ 130,346.04	\$ 132,943.82	\$ 136,046.23	\$ 524,208.90	\$ 139,813.74
Reading, Grade 5	\$ 126,069.77	\$ 132,563.88	\$ 135,211.54	\$ 138,373.55	\$ 532,218.73	\$ 142,213.01

Science, Grade 5	\$ 47,510.25	\$ 49,233.68	\$ 50,178.52	\$ 51,396.90	\$ 198,319.36	\$ 52,859.04
Writing, Grade 4	\$ 105,621.17	\$ 111,584.40	\$ 113,998.74	\$ 116,692.97	\$ 447,897.27	\$ 119,961.13
Subtotal STAAR 3-8 Spanish	\$ 769,651.61	\$ 808,761.60	\$ 825,133.57	\$ 844,559.28	\$ 3,236,723.11	\$ 868,015.39

STAAR-L 3-8

Mathematics, Grade 3	\$ 21,975.68	\$ 15,240.03	\$ 15,361.54	\$ 15,549.48	\$ 68,126.75	\$ 15,815.33
Mathematics, Grade 4	\$ 22,352.76	\$ 15,215.10	\$ 15,335.15	\$ 15,521.53	\$ 68,424.55	\$ 15,785.67
Mathematics, Grade 5	\$ 38,531.79	\$ 31,045.39	\$ 31,306.33	\$ 31,698.24	\$ 132,581.75	\$ 32,249.00
Mathematics, Grade 6	\$ 20,125.13	\$ 15,788.66	\$ 15,911.24	\$ 16,102.49	\$ 67,927.53	\$ 16,374.41
Mathematics, Grade 7	\$ 21,145.10	\$ 16,355.62	\$ 16,481.85	\$ 16,679.07	\$ 70,661.63	\$ 16,959.84
Mathematics, Grade 8	\$ 40,334.40	\$ 31,650.17	\$ 31,920.03	\$ 32,323.34	\$ 136,227.94	\$ 32,888.64
Science, Grade 5	\$ 21,787.01	\$ 15,400.78	\$ 15,525.23	\$ 15,716.76	\$ 68,429.77	\$ 15,987.05
Science, Grade 8	\$ 23,489.48	\$ 16,112.65	\$ 16,244.07	\$ 16,445.48	\$ 72,291.67	\$ 16,729.29
Social Studies, Grade 8	\$ 21,689.19	\$ 14,775.31	\$ 14,893.78	\$ 15,076.79	\$ 66,435.07	\$ 15,335.34
Subtotal STAAR-L 3-8	\$ 231,430.55	\$ 171,583.71	\$ 172,979.22	\$ 175,113.17	\$ 751,106.66	\$ 178,124.58

STAAR-A 3-8

Mathematics, Grade 3	\$ 39,180.63	\$ 35,522.43	\$ 35,497.98	\$ 35,619.94	\$ 145,820.98	\$ 35,922.26
Mathematics, Grade 4	\$ 40,377.57	\$ 36,610.39	\$ 36,585.56	\$ 36,711.24	\$ 150,284.77	\$ 37,022.81
Mathematics, Grade 5	\$ 75,491.90	\$ 81,526.28	\$ 81,518.29	\$ 81,822.92	\$ 320,359.39	\$ 82,541.50
Mathematics, Grade 6	\$ 30,591.57	\$ 28,602.81	\$ 28,573.50	\$ 28,658.45	\$ 116,426.32	\$ 28,888.70
Mathematics, Grade 7	\$ 31,642.15	\$ 29,373.33	\$ 29,341.54	\$ 29,426.95	\$ 119,783.97	\$ 29,661.58
Mathematics, Grade 8	\$ 54,150.06	\$ 58,535.09	\$ 58,512.07	\$ 58,715.62	\$ 229,912.85	\$ 59,216.43
Reading, Grade 3	\$ 24,131.39	\$ 15,461.10	\$ 15,423.23	\$ 15,450.41	\$ 70,466.12	\$ 15,352.05
Reading, Grade 4	\$ 25,020.50	\$ 15,685.49	\$ 15,646.07	\$ 15,672.58	\$ 72,024.64	\$ 15,778.85
Reading, Grade 5	\$ 45,319.31	\$ 38,891.37	\$ 38,841.97	\$ 38,945.84	\$ 161,998.50	\$ 39,247.36
Reading, Grade 6	\$ 17,613.26	\$ 11,105.31	\$ 11,059.97	\$ 11,063.45	\$ 50,841.99	\$ 11,123.48
Reading, Grade 7	\$ 18,639.53	\$ 11,525.27	\$ 11,477.03	\$ 11,479.25	\$ 53,121.08	\$ 11,540.16
Reading, Grade 8	\$ 30,174.96	\$ 25,520.08	\$ 25,450.38	\$ 25,484.11	\$ 106,629.53	\$ 25,647.67
Science, Grade 5	\$ 38,689.73	\$ 35,342.04	\$ 35,329.41	\$ 35,456.03	\$ 144,817.21	\$ 35,762.09
Science, Grade 8	\$ 27,798.88	\$ 25,224.85	\$ 25,197.39	\$ 25,271.45	\$ 103,492.57	\$ 25,473.67
Writing, Grade 4	\$ 34,310.45	\$ 31,241.55	\$ 31,225.40	\$ 31,333.16	\$ 128,110.56	\$ 31,599.56
Writing, Grade 7	\$ 26,655.65	\$ 24,825.77	\$ 24,799.76	\$ 24,873.74	\$ 101,154.92	\$ 25,073.84
Social Studies, Grade 8	\$ 16,949.18	\$ 10,575.75	\$ 10,534.06	\$ 10,539.14	\$ 48,598.12	\$ 10,598.04
Subtotal STAAR-A 3-8	\$ 576,736.72	\$ 515,568.91	\$ 515,013.59	\$ 516,524.29	\$ 2,123,843.52	\$ 520,450.05

Total Component 2 - STAAR 3-8	\$ 27,173,769.48	\$ 26,800,288.26	\$ 26,202,047.11	\$ 26,345,094.38	\$ 106,521,199.23	\$ 27,347,388.87
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Component 3 - STAAR EOC

STAAR EOC						
Algebra I	\$ 1,529,073.70	\$ 1,357,914.51	\$ 1,423,211.51	\$ 1,445,685.45	\$ 5,755,885.17	\$ 1,441,878.27
Algebra II	\$ 231,961.65	\$ 187,249.56	\$ 185,476.21	\$ 184,410.00	\$ 789,097.42	\$ 184,193.43
English I	\$ 6,164,551.45	\$ 6,482,114.84	\$ 6,261,552.41	\$ 6,253,023.17	\$ 25,161,241.88	\$ 6,661,201.21
English II	\$ 5,531,873.28	\$ 5,745,210.46	\$ 5,657,278.37	\$ 5,725,243.36	\$ 22,659,605.46	\$ 5,792,455.76
English III	\$ 1,191,271.75	\$ 1,159,783.66	\$ 1,148,799.90	\$ 1,142,196.02	\$ 4,642,051.33	\$ 1,140,854.64
Biology	\$ 1,167,524.66	\$ 991,618.83	\$ 1,050,429.90	\$ 1,071,170.28	\$ 4,280,743.66	\$ 1,068,346.81
U.S. History	\$ 1,136,031.20	\$ 1,217,993.57	\$ 996,283.03	\$ 1,017,164.52	\$ 4,367,472.32	\$ 1,013,573.55
Subtotal STAAR EOC	\$ 16,952,287.68	\$ 17,141,885.43	\$ 16,723,031.33	\$ 16,838,892.80	\$ 67,656,097.24	\$ 17,302,503.67

STAAR-L EOC

Algebra I	\$ 45,058.04	\$ 42,367.82	\$ 42,847.44	\$ 43,329.63	\$ 173,602.93	\$ 44,830.57
Algebra II	\$ 6,835.34	\$ 5,517.78	\$ 5,465.53	\$ 5,434.11	\$ 23,252.76	\$ 5,427.73
Biology	\$ 42,037.23	\$ 38,978.89	\$ 39,412.02	\$ 40,366.71	\$ 160,794.85	\$ 40,730.13
U.S. History	\$ 53,220.63	\$ 49,004.99	\$ 49,550.58	\$ 50,710.52	\$ 202,486.73	\$ 51,209.85
Subtotal STAAR-L EOC	\$ 147,151.24	\$ 135,869.49	\$ 137,275.57	\$ 139,840.97	\$ 560,137.27	\$ 142,198.27

STAAR-A EOC

Algebra I	\$ 36,716.24	\$ 35,143.83	\$ 35,404.20	\$ 36,494.73	\$ 143,759.00	\$ 35,685.02
Algebra II	\$ 5,569.88	\$ 4,496.25	\$ 4,453.67	\$ 4,428.07	\$ 18,947.87	\$ 4,422.87
English I	\$ 30,761.84	\$ 29,562.53	\$ 29,779.24	\$ 30,694.25	\$ 120,797.86	\$ 30,011.09
English II	\$ 32,572.58	\$ 31,686.32	\$ 31,921.86	\$ 32,901.88	\$ 129,082.64	\$ 32,181.15
English III	\$ 7,014.40	\$ 6,829.00	\$ 6,764.32	\$ 6,725.44	\$ 27,333.16	\$ 6,717.54
Biology	\$ 35,653.27	\$ 33,885.21	\$ 34,135.92	\$ 35,187.10	\$ 138,861.50	\$ 34,406.14
U.S. History	\$ 34,540.65	\$ 29,873.90	\$ 30,092.99	\$ 31,017.73	\$ 125,525.28	\$ 30,327.46
Subtotal STAAR-A EOC	\$ 182,828.86	\$ 171,477.04	\$ 172,552.20	\$ 177,449.20	\$ 704,307.30	\$ 173,751.27

Total Component 3 - STA	\$ 17,282,267.78	\$ 17,449,231.95	\$ 17,032,859.11	\$ 17,156,182.97	\$ 68,920,541.81	\$ 17,618,453.21
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Grand Total Components	\$ 49,414,242.00	\$ 49,439,157.55	\$ 48,375,395.00	\$ 48,612,216.00	\$ 195,841,010.55	\$ 50,070,778.52
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NCLB

[INCL. LEXILE GR 3,4,5]

Component 1 - Program Int:	2016	2017	2018	2019	4 yr total	2020
Total Program Integration	\$ 1,201,672.14	\$ 1,118,827.29	\$ 1,007,658.16	\$ 1,087,989.74	\$ 4,416,147.33	\$ 1,109,569.79

Component 2 - STAAR 3-8

STAAR 3-8						
Mathematics, Grade 3	\$ 502,039.63	\$ 475,734.05	\$ 421,400.31	\$ 461,357.90	\$ 1,860,531.89	\$ 489,559.84
Mathematics, Grade 4	\$ 516,496.24	\$ 488,901.52	\$ 434,530.94	\$ 474,381.40	\$ 1,914,310.10	\$ 503,371.58
Mathematics, Grade 5	\$ 803,580.04	\$ 754,686.69	\$ 672,377.25	\$ 732,423.18	\$ 2,963,067.15	\$ 776,428.36
Mathematics, Grade 6	\$ 524,630.04	\$ 491,925.86	\$ 438,607.17	\$ 477,082.19	\$ 1,932,245.26	\$ 506,181.72
Mathematics, Grade 7	\$ 545,475.36	\$ 510,007.81	\$ 453,311.50	\$ 494,691.90	\$ 2,003,486.57	\$ 524,751.90
Mathematics, Grade 8	\$ 793,339.32	\$ 741,908.21	\$ 658,268.70	\$ 719,946.27	\$ 2,913,462.50	\$ 763,043.76
Reading, Grade 3	\$ 320,709.78	\$ 309,428.92	\$ 285,531.85	\$ 300,678.69	\$ 1,216,349.24	\$ 311,603.80
Reading, Grade 4	\$ 288,691.07	\$ 249,171.05	\$ 231,384.11	\$ 242,814.44	\$ 1,012,060.67	\$ 250,566.44
Reading, Grade 5	\$ 379,812.49	\$ 313,860.42	\$ 290,217.56	\$ 307,011.61	\$ 1,290,902.08	\$ 317,817.03
Reading, Grade 6	\$ 178,704.22	\$ 137,721.98	\$ 121,492.26	\$ 131,568.26	\$ 569,486.72	\$ 138,377.67
Reading, Grade 7	\$ 191,114.23	\$ 147,184.69	\$ 129,546.36	\$ 140,690.95	\$ 608,536.22	\$ 148,064.61
Reading, Grade 8	\$ 287,069.11	\$ 218,076.62	\$ 188,958.35	\$ 208,828.75	\$ 902,932.83	\$ 219,785.91
Science, Grade 5	\$ 430,097.57	\$ 401,380.59	\$ 358,620.75	\$ 390,428.81	\$ 1,580,527.72	\$ 414,780.81
Science, Grade 8	\$ 741,683.93	\$ 718,861.39	\$ 640,412.16	\$ 700,233.44	\$ 2,801,190.93	\$ 744,359.97
Writing, Grade 4						
Writing, Grade 7						
Social Studies, Grade 8						
Subtotal STAAR 3-8	\$ 6,503,443.04	\$ 5,958,849.80	\$ 5,324,659.25	\$ 5,782,137.78	\$ 23,569,089.87	\$ 6,108,693.42

16%

STAAR 3-8 Spanish						
Mathematics, Grade 3	\$ 14,429.68	\$ 13,343.31	\$ 12,380.45	\$ 13,763.48	\$ 53,916.93	\$ 14,447.17
Mathematics, Grade 4	\$ 14,323.48	\$ 13,210.22	\$ 12,255.18	\$ 13,622.25	\$ 53,411.13	\$ 14,296.85
Mathematics, Grade 5	\$ 36,270.79	\$ 34,621.92	\$ 32,129.02	\$ 35,715.97	\$ 138,737.69	\$ 37,480.61
Reading, Grade 3	\$ 37,670.59	\$ 35,119.17	\$ 32,576.93	\$ 36,205.86	\$ 141,572.55	\$ 37,979.71
Reading, Grade 4	\$ 35,078.07	\$ 32,598.77	\$ 30,237.74	\$ 33,603.86	\$ 131,518.43	\$ 35,262.12
Reading, Grade 5	\$ 35,414.30	\$ 33,153.44	\$ 30,753.52	\$ 34,178.71	\$ 133,499.98	\$ 35,867.24

Science, Grade 5	\$ 13,346.12	\$ 12,313.05	\$ 11,412.98	\$ 12,695.20	\$ 49,767.35	\$ 13,331.46
Writing, Grade 4						
Subtotal STAAR 3-8 Spanish	\$ 186,533.02	\$ 174,359.88	\$ 161,745.82	\$ 179,785.34	\$ 702,424.06	\$ 188,665.16

16%

STAAR-L 3-8

Mathematics, Grade 3	\$ 5,876.80	\$ 3,595.16	\$ 3,294.93	\$ 3,621.93	\$ 16,388.82	\$ 3,761.32
Mathematics, Grade 4	\$ 5,977.63	\$ 3,589.28	\$ 3,289.27	\$ 3,615.42	\$ 16,471.60	\$ 3,754.27
Mathematics, Grade 5	\$ 10,304.27	\$ 7,323.69	\$ 6,714.95	\$ 7,383.45	\$ 31,726.37	\$ 7,669.71
Mathematics, Grade 6	\$ 5,381.92	\$ 3,724.59	\$ 3,412.83	\$ 3,750.74	\$ 16,270.08	\$ 3,894.29
Mathematics, Grade 7	\$ 5,654.68	\$ 3,858.33	\$ 3,535.22	\$ 3,885.04	\$ 16,933.28	\$ 4,033.52
Mathematics, Grade 8	\$ 10,786.33	\$ 7,466.36	\$ 6,846.59	\$ 7,529.05	\$ 32,628.33	\$ 7,821.83
Science, Grade 5	\$ 5,826.34	\$ 3,633.08	\$ 3,330.04	\$ 3,660.90	\$ 16,450.35	\$ 3,802.16
Science, Grade 8	\$ 6,281.62	\$ 3,801.02	\$ 3,484.22	\$ 3,830.63	\$ 17,397.49	\$ 3,978.69
Social Studies, Grade 8						
Subtotal STAAR-L 3-8	\$ 56,089.58	\$ 36,991.51	\$ 33,908.05	\$ 37,277.17	\$ 164,266.31	\$ 38,715.79

16%

STAAR-A 3-8

Mathematics, Grade 3	\$ 10,979.07	\$ 8,795.10	\$ 7,991.22	\$ 8,707.82	\$ 36,473.21	\$ 8,966.80
Mathematics, Grade 4	\$ 11,314.47	\$ 9,064.47	\$ 8,236.05	\$ 8,974.61	\$ 37,589.60	\$ 9,241.52
Mathematics, Grade 5	\$ 21,154.09	\$ 20,185.33	\$ 18,351.19	\$ 20,002.83	\$ 79,693.44	\$ 20,603.75
Mathematics, Grade 6	\$ 8,572.27	\$ 7,081.85	\$ 6,432.39	\$ 7,005.98	\$ 29,092.50	\$ 7,211.11
Mathematics, Grade 7	\$ 8,866.66	\$ 7,272.63	\$ 6,605.29	\$ 7,193.85	\$ 29,938.44	\$ 7,404.03
Mathematics, Grade 8	\$ 15,173.75	\$ 14,492.87	\$ 13,172.09	\$ 14,353.91	\$ 57,192.62	\$ 14,781.42
Reading, Grade 3	\$ 6,762.02	\$ 3,828.06	\$ 3,472.04	\$ 3,777.08	\$ 17,839.19	\$ 3,832.13
Reading, Grade 4	\$ 7,011.16	\$ 3,883.62	\$ 3,522.20	\$ 3,831.39	\$ 18,248.38	\$ 3,938.67
Reading, Grade 5	\$ 12,699.23	\$ 9,629.23	\$ 8,744.01	\$ 9,520.89	\$ 40,593.35	\$ 9,796.80
Reading, Grade 6	\$ 4,935.53	\$ 2,749.60	\$ 2,489.79	\$ 2,704.63	\$ 12,879.54	\$ 2,776.61
Reading, Grade 7	\$ 5,223.11	\$ 2,853.57	\$ 2,583.68	\$ 2,806.27	\$ 13,466.64	\$ 2,880.62
Reading, Grade 8	\$ 8,455.53	\$ 6,318.59	\$ 5,729.32	\$ 6,229.97	\$ 26,733.41	\$ 6,402.09
Science, Grade 5	\$ 10,841.51	\$ 8,750.44	\$ 7,953.27	\$ 8,667.75	\$ 36,212.97	\$ 8,926.82
Science, Grade 8	\$ 7,789.71	\$ 6,245.49	\$ 5,672.37	\$ 6,177.98	\$ 25,885.56	\$ 6,358.66
Writing, Grade 4						
Writing, Grade 7						
Social Studies, Grade 8						
Subtotal STAAR-A 3-8	\$ 139,778.10	\$ 111,150.84	\$ 100,954.92	\$ 109,954.97	\$ 461,838.84	\$ 113,121.03

Total Component 2 - STAAR	\$ 6,885,843.74	\$ 6,281,352.04	\$ 5,621,268.04	\$ 6,109,155.26	\$ 24,897,619.08	\$ 6,449,195.40
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Component 3 - STAAR EOC

STAAR EOC						
Algebra I	\$ 426,805.11	\$ 333,119.95	\$ 315,341.08	\$ 347,006.15	\$ 1,422,272.29	\$ 353,430.46
Algebra II	\$ -	\$ -	\$ -	\$ -	\$ -	
English I	\$ 1,646,209.81	\$ 1,530,023.48	\$ 1,345,717.89	\$ 1,458,039.68	\$ 5,979,990.86	\$ 1,580,460.15
English II	\$ 1,477,256.56	\$ 1,356,086.26	\$ 1,215,848.76	\$ 1,334,975.38	\$ 5,384,166.96	\$ 1,374,338.53
English III	\$ -	\$ -	\$ -	\$ -	\$ -	
Biology	\$ 558,290.56	\$ 476,367.52	\$ 401,204.45	\$ 444,553.73	\$ 1,880,416.25	\$ 452,510.23
U.S. History						
Subtotal STAAR EOC	\$ 4,108,562.04	\$ 3,695,597.21	\$ 3,278,112.19	\$ 3,584,574.93	\$ 14,666,846.37	\$ 3,760,739.37

STAAR-L EOC

Algebra I	\$ 12,576.90	\$ 10,323.60	\$ 9,470.49	\$ 10,380.57	\$ 42,751.55	\$ 10,923.76
Algebra II	\$ -	\$ -	\$ -	\$ -	\$ -	
Biology	\$ 23,086.73	\$ 18,968.33	\$ 17,438.79	\$ 19,388.04	\$ 78,881.89	\$ 19,983.37
U.S. History						
Subtotal STAAR-L EOC	\$ 35,663.62	\$ 29,291.93	\$ 26,909.28	\$ 29,768.61	\$ 121,633.44	\$ 30,907.13

STAAR-A EOC

Algebra I	\$ 10,248.48	\$ 8,545.97	\$ 7,813.09	\$ 8,711.43	\$ 35,318.96	\$ 8,717.54
Algebra II	\$ -	\$ -	\$ -	\$ -	\$ -	
English I	\$ 8,281.01	\$ 7,083.95	\$ 6,477.40	\$ 7,225.02	\$ 29,067.38	\$ 7,227.18
English II	\$ 8,768.61	\$ 7,592.87	\$ 6,943.45	\$ 7,744.09	\$ 31,049.02	\$ 7,750.16
English III	\$ -	\$ -	\$ -	\$ -	\$ -	
Biology	\$ 17,012.22	\$ 13,745.75	\$ 12,590.40	\$ 14,093.34	\$ 57,441.70	\$ 14,070.00
U.S. History						
Subtotal STAAR-A EOC	\$ 44,310.32	\$ 36,968.53	\$ 33,824.34	\$ 37,773.88	\$ 152,877.06	\$ 37,764.88

Total Component 3 - STAAR	\$ 4,188,535.98	\$ 3,761,857.66	\$ 3,338,845.81	\$ 3,652,117.42	\$ 14,941,356.87	\$ 3,829,411.37
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Grand Total Components 1-	\$ 12,276,051.86	\$ 11,162,037.00	\$ 9,967,772.00	\$ 10,849,262.42	\$ 44,255,123.28	\$ 11,388,176.56
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IDEA

Component 1 - Program Inte	2016	2017	2018	2019	4 yr total	2020
Total Program Integration	\$ 872,710.60	\$ 901,246.92	\$ 986,480.06	\$ 938,290.97	\$ 3,698,728.55	\$ 928,830.62

Component 2 - STAAR 3-8

STAAR 3-8

Mathematics, Grade 3	\$ 128,440.96	\$ 132,984.34	\$ 130,703.22	\$ 132,618.07	\$ 524,746.60	\$ 143,435.19
Mathematics, Grade 4	\$ 132,139.52	\$ 136,665.11	\$ 134,775.87	\$ 136,361.70	\$ 539,942.20	\$ 147,481.87
Mathematics, Grade 5	\$ 205,586.55	\$ 210,961.39	\$ 208,547.24	\$ 210,536.23	\$ 835,631.40	\$ 227,484.25
Mathematics, Grade 6	\$ 134,220.46	\$ 137,510.52	\$ 136,040.17	\$ 137,138.05	\$ 544,909.19	\$ 148,305.21
Mathematics, Grade 7	\$ 139,553.49	\$ 142,565.06	\$ 140,600.92	\$ 142,199.99	\$ 564,919.46	\$ 153,746.05
Mathematics, Grade 8	\$ 202,966.58	\$ 207,389.35	\$ 204,171.27	\$ 206,949.72	\$ 821,476.93	\$ 223,562.72
Reading, Grade 3	\$ 56,466.01	\$ 58,542.72	\$ 57,545.31	\$ 57,685.41	\$ 230,239.46	\$ 61,997.39
Reading, Grade 4	\$ 48,274.40	\$ 41,698.54	\$ 40,750.63	\$ 41,052.24	\$ 171,775.81	\$ 44,114.17
Reading, Grade 5	\$ 71,586.75	\$ 59,781.48	\$ 58,998.65	\$ 59,505.82	\$ 249,872.70	\$ 63,817.79
Reading, Grade 6	\$ 45,719.38	\$ 38,498.12	\$ 37,682.53	\$ 37,819.51	\$ 159,719.54	\$ 40,543.01
Reading, Grade 7	\$ 48,894.34	\$ 41,143.28	\$ 40,180.62	\$ 40,441.84	\$ 170,660.08	\$ 43,381.16
Reading, Grade 8	\$ 73,443.27	\$ 60,960.06	\$ 58,608.08	\$ 60,028.16	\$ 253,039.58	\$ 64,394.65
Science, Grade 5	\$ 110,035.43	\$ 112,199.95	\$ 111,231.26	\$ 112,229.39	\$ 445,696.03	\$ 121,525.83
Science, Grade 8	\$ 189,751.15	\$ 200,946.96	\$ 198,632.82	\$ 201,283.23	\$ 790,614.17	\$ 218,088.59
Writing, Grade 4						
Writing, Grade 7						
Social Studies, Grade 8						
Subtotal STAAR 3-8	\$ 1,587,078.30	\$ 1,581,846.90	\$ 1,558,468.58	\$ 1,575,849.35	\$ 6,303,243.13	\$ 1,701,877.90

4%

STAAR 3-8 Spanish

Mathematics, Grade 3	\$ 56,543.14	\$ 62,345.58	\$ 70,891.42	\$ 67,395.15	\$ 257,175.29	\$ 58,242.68
Mathematics, Grade 4	\$ 56,126.99	\$ 61,723.71	\$ 70,174.13	\$ 66,703.58	\$ 254,728.41	\$ 57,636.69
Mathematics, Grade 5	\$ 142,128.22	\$ 161,768.17	\$ 183,973.23	\$ 174,889.08	\$ 662,758.71	\$ 151,100.29
Reading, Grade 3	\$ 147,613.39	\$ 164,091.54	\$ 186,538.02	\$ 177,287.91	\$ 675,530.86	\$ 153,112.37
Reading, Grade 4	\$ 137,454.51	\$ 152,315.18	\$ 173,143.61	\$ 164,546.79	\$ 627,460.09	\$ 142,156.63
Reading, Grade 5	\$ 138,772.06	\$ 154,906.83	\$ 176,097.05	\$ 167,361.67	\$ 637,137.60	\$ 144,596.11

Science, Grade 5	\$ 52,297.19	\$ 57,531.76	\$ 65,351.60	\$ 62,164.13	\$ 237,344.68	\$ 53,744.81
Writing, Grade 4	\$ 116,263.14	\$ 130,391.36	\$ 148,469.89	\$ 141,139.18	\$ 536,263.57	\$ 121,971.35
Subtotal STAAR 3-8 Spanish	\$ 847,198.64	\$ 945,074.12	\$ 1,074,638.93	\$ 1,021,487.51	\$ 3,888,399.20	\$ 882,560.92

86%

STAAR-L 3-8

Mathematics, Grade 3	\$ 44,511.72	\$ 32,970.69	\$ 37,065.25	\$ 34,759.30	\$ 149,306.96	\$ 32,160.71
Mathematics, Grade 4	\$ 45,275.48	\$ 32,916.76	\$ 37,001.57	\$ 34,696.81	\$ 149,890.62	\$ 32,100.39
Mathematics, Grade 5	\$ 78,046.09	\$ 67,164.43	\$ 75,537.78	\$ 70,858.19	\$ 291,606.49	\$ 65,578.81
Mathematics, Grade 6	\$ 40,763.43	\$ 34,157.61	\$ 38,391.59	\$ 35,995.49	\$ 149,308.12	\$ 33,297.61
Mathematics, Grade 7	\$ 42,829.36	\$ 35,384.18	\$ 39,768.39	\$ 37,284.37	\$ 155,266.30	\$ 34,488.08
Mathematics, Grade 8	\$ 81,697.28	\$ 68,472.82	\$ 77,018.55	\$ 72,255.54	\$ 299,444.19	\$ 66,879.53
Science, Grade 5	\$ 44,129.55	\$ 33,318.46	\$ 37,460.19	\$ 35,133.23	\$ 150,041.43	\$ 32,509.89
Science, Grade 8	\$ 47,577.92	\$ 34,858.53	\$ 39,194.65	\$ 36,762.19	\$ 158,393.30	\$ 34,019.26
Social Studies, Grade 8	\$ 43,931.43	\$ 31,965.30	\$ 35,936.61	\$ 33,702.64	\$ 145,535.97	\$ 31,184.64
Subtotal STAAR-L 3-8	\$ 468,762.26	\$ 371,208.78	\$ 417,374.59	\$ 391,447.75	\$ 1,648,793.38	\$ 362,218.92

STAAR-A 3-8

Mathematics, Grade 3	\$ 147,660.08	\$ 151,926.43	\$ 170,894.29	\$ 160,058.09	\$ 630,538.89	\$ 174,458.53
Mathematics, Grade 4	\$ 152,171.01	\$ 156,579.54	\$ 176,130.13	\$ 164,961.83	\$ 649,842.51	\$ 179,803.37
Mathematics, Grade 5	\$ 284,506.44	\$ 348,681.02	\$ 392,445.14	\$ 367,671.00	\$ 1,393,303.60	\$ 400,867.49
Mathematics, Grade 6	\$ 115,290.49	\$ 122,331.78	\$ 137,558.48	\$ 128,776.63	\$ 503,957.39	\$ 140,299.64
Mathematics, Grade 7	\$ 119,249.82	\$ 125,627.26	\$ 141,255.99	\$ 132,229.88	\$ 518,362.95	\$ 144,053.16
Mathematics, Grade 8	\$ 204,075.42	\$ 250,349.64	\$ 281,688.69	\$ 263,838.42	\$ 999,952.18	\$ 287,587.97
Reading, Grade 3	\$ 90,943.99	\$ 66,125.80	\$ 74,250.46	\$ 69,426.36	\$ 300,746.61	\$ 74,558.11
Reading, Grade 4	\$ 94,294.81	\$ 67,085.50	\$ 75,323.28	\$ 70,424.68	\$ 307,128.27	\$ 76,630.87
Reading, Grade 5	\$ 170,794.95	\$ 166,335.10	\$ 186,992.92	\$ 175,003.01	\$ 699,125.99	\$ 190,607.03
Reading, Grade 6	\$ 66,379.13	\$ 47,496.47	\$ 53,244.86	\$ 49,713.59	\$ 216,834.05	\$ 54,021.79
Reading, Grade 7	\$ 70,246.82	\$ 49,292.60	\$ 55,252.69	\$ 51,581.99	\$ 226,374.09	\$ 56,045.44
Reading, Grade 8	\$ 113,720.41	\$ 109,147.24	\$ 122,523.14	\$ 114,512.74	\$ 459,903.54	\$ 124,559.39
Science, Grade 5	\$ 145,810.04	\$ 151,154.93	\$ 170,082.76	\$ 159,321.53	\$ 626,369.25	\$ 173,680.65
Science, Grade 8	\$ 104,765.66	\$ 107,884.55	\$ 121,305.21	\$ 113,557.19	\$ 447,512.60	\$ 123,714.32
Writing, Grade 4						
Writing, Grade 7						
Social Studies, Grade 8						
Subtotal STAAR-A 3-8	\$ 1,879,909.05	\$ 1,920,017.88	\$ 2,158,948.05	\$ 2,021,076.92	\$ 7,979,951.91	\$ 2,200,887.74

Total Component 2 - STAAR	\$ 4,782,948.25	\$ 4,818,147.68	\$ 5,209,430.16	\$ 5,009,861.53	\$ 19,820,387.62	\$ 5,147,545.47
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Component 3 - STAAR EOC

STAAR EOC

Algebra I	\$ 104,605.91	\$ 91,385.06	\$ 94,520.26	\$ 96,688.39	\$ 387,199.61	\$ 95,420.01
Algebra II	\$ 15,868.80	\$ 12,601.54	\$ 12,318.10	\$ 12,333.46	\$ 53,121.89	\$ 12,189.48
English I	\$ 421,724.95	\$ 436,233.97	\$ 415,850.72	\$ 418,206.27	\$ 1,692,015.91	\$ 440,822.17
English II	\$ 378,442.62	\$ 386,641.71	\$ 375,718.85	\$ 382,908.01	\$ 1,523,711.19	\$ 383,330.70
English III	\$ 81,496.44	\$ 78,051.23	\$ 76,295.66	\$ 76,390.82	\$ 312,234.15	\$ 75,499.00
Biology	\$ 79,871.87	\$ 66,734.06	\$ 69,762.58	\$ 71,640.57	\$ 288,009.08	\$ 70,700.61
U.S. History					\$ -	
Subtotal STAAR EOC	\$ 1,082,010.60	\$ 1,071,647.57	\$ 1,044,466.16	\$ 1,058,167.51	\$ 4,256,291.83	\$ 1,077,961.97

STAAR-L EOC

Algebra I	\$ 137,775.40	\$ 138,678.08	\$ 157,908.93	\$ 146,783.01	\$ 581,145.42	\$ 142,356.31
Algebra II	\$ 20,900.63	\$ 18,060.77	\$ 20,142.52	\$ 18,408.53	\$ 77,512.46	\$ 17,235.36
Biology	\$ 128,538.59	\$ 127,585.43	\$ 145,248.12	\$ 136,745.83	\$ 538,117.98	\$ 129,335.64
U.S. History	\$ 162,734.44	\$ 160,402.81	\$ 182,612.54	\$ 171,786.42	\$ 677,536.21	\$ 162,613.24
Subtotal STAAR-L EOC	\$ 449,949.06	\$ 444,727.09	\$ 505,912.12	\$ 473,723.79	\$ 1,874,312.07	\$ 451,540.56

STAAR-A EOC

Algebra I	\$ 373,864.79	\$ 375,730.20	\$ 427,033.40	\$ 403,181.15	\$ 1,579,809.53	\$ 417,035.34
Algebra II	\$ 56,715.57	\$ 48,070.31	\$ 53,718.65	\$ 48,919.76	\$ 207,424.29	\$ 51,688.13
English I	\$ 313,233.83	\$ 316,058.83	\$ 359,187.09	\$ 339,099.44	\$ 1,327,579.19	\$ 350,726.53
English II	\$ 331,671.77	\$ 338,764.74	\$ 385,030.56	\$ 363,488.62	\$ 1,418,955.69	\$ 376,087.16
English III	\$ 71,424.49	\$ 73,010.15	\$ 81,588.95	\$ 74,300.31	\$ 300,323.91	\$ 78,504.96
Biology	\$ 363,041.04	\$ 362,273.50	\$ 411,735.86	\$ 388,734.92	\$ 1,525,785.32	\$ 402,089.55
U.S. History						
Subtotal STAAR-A EOC	\$ 1,509,951.49	\$ 1,513,907.73	\$ 1,718,294.51	\$ 1,617,724.20	\$ 6,359,877.93	\$ 1,676,131.67

Total Component 3 - STAAR	\$ 3,041,911.15	\$ 3,030,282.39	\$ 3,268,672.79	\$ 3,149,615.50	\$ 12,490,481.83	\$ 3,205,634.20
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Grand Total Components 1-3	\$ 8,697,570.00	\$ 8,749,677.00	\$ 9,464,583.00	\$ 9,097,768.00	\$ 36,009,598.00	\$ 9,282,010.29
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Total

[INCL. HB 743 & Lexiles]

Component 1 - Program Int	2016	2017	2018	2019	4 yr total	2020
Total Program Integration	\$ 7,032,587.48	\$ 7,209,711.55	\$ 7,134,626.99	\$ 7,137,219.36	\$ 28,514,145.39	\$ 7,143,336.85

Component 2 - STAAR 3-8**STAAR 3-8**

Mathematics, Grade 3	\$ 2,070,450.21	\$ 2,046,457.37	\$ 2,042,738.39	\$ 2,096,537.10	\$ 8,256,183.06	\$ 2,088,902.34
Mathematics, Grade 4	\$ 2,130,070.40	\$ 2,103,099.66	\$ 2,106,389.14	\$ 2,155,719.43	\$ 8,495,278.62	\$ 2,147,835.64
Mathematics, Grade 5	\$ 3,314,026.14	\$ 3,246,423.36	\$ 3,259,349.35	\$ 3,328,332.22	\$ 13,148,131.07	\$ 3,312,941.34
Mathematics, Grade 6	\$ 2,163,614.82	\$ 2,116,109.39	\$ 2,126,148.67	\$ 2,167,992.60	\$ 8,573,865.47	\$ 2,159,826.25
Mathematics, Grade 7	\$ 2,249,582.53	\$ 2,193,892.23	\$ 2,197,427.91	\$ 2,248,015.96	\$ 8,888,918.63	\$ 2,239,063.31
Mathematics, Grade 8	\$ 3,271,792.65	\$ 3,191,454.38	\$ 3,190,958.15	\$ 3,271,633.70	\$ 12,925,838.88	\$ 3,255,830.60
Reading, Grade 3	\$ 1,010,224.18	\$ 1,000,896.93	\$ 999,365.84	\$ 1,011,939.11	\$ 4,022,426.06	\$ 1,002,892.04
Reading, Grade 4	\$ 878,176.55	\$ 741,686.66	\$ 736,884.60	\$ 748,988.06	\$ 3,105,735.87	\$ 742,451.77
Reading, Grade 5	\$ 1,253,968.32	\$ 1,019,959.86	\$ 1,022,079.83	\$ 1,040,717.64	\$ 4,336,725.64	\$ 1,029,403.27
Reading, Grade 6	\$ 736,990.02	\$ 592,436.40	\$ 588,933.83	\$ 597,882.33	\$ 2,516,242.58	\$ 590,443.53
Reading, Grade 7	\$ 788,169.83	\$ 633,141.97	\$ 627,976.08	\$ 639,338.32	\$ 2,688,626.21	\$ 631,776.72
Reading, Grade 8	\$ 1,183,895.20	\$ 938,096.64	\$ 915,975.77	\$ 948,975.21	\$ 3,986,942.82	\$ 937,804.26
Science, Grade 5	\$ 1,773,755.60	\$ 1,726,612.31	\$ 1,738,414.43	\$ 1,774,215.79	\$ 7,012,998.14	\$ 1,769,827.78
Science, Grade 8	\$ 3,058,761.82	\$ 3,092,314.25	\$ 3,104,398.59	\$ 3,182,053.19	\$ 12,437,527.85	\$ 3,176,108.74
Writing, Grade 4	\$ 3,610,118.19	\$ 3,949,217.01	\$ 3,208,799.07	\$ 3,222,188.96	\$ 13,990,323.23	\$ 4,112,813.34
Writing, Grade 7	\$ 3,782,430.85	\$ 3,922,370.10	\$ 3,364,124.04	\$ 3,385,852.52	\$ 14,454,777.51	\$ 4,064,054.32
Social Studies, Grade 8	\$ 410,444.63	\$ 330,902.23	\$ 342,084.87	\$ 346,502.63	\$ 1,429,934.35	\$ 329,394.90
Subtotal STAAR 3-8	\$ 33,686,471.93	\$ 32,845,070.74	\$ 31,572,048.56	\$ 32,166,884.77	\$ 130,270,476.00	\$ 33,591,370.16

STAAR 3-8 Spanish

Mathematics, Grade 3	\$ 122,340.37	\$ 129,042.07	\$ 137,704.00	\$ 136,880.52	\$ 525,966.96	\$ 129,972.62
Mathematics, Grade 4	\$ 121,439.97	\$ 127,754.93	\$ 136,310.69	\$ 135,475.93	\$ 520,981.51	\$ 128,620.31
Mathematics, Grade 5	\$ 307,517.74	\$ 334,825.68	\$ 357,361.31	\$ 355,202.21	\$ 1,354,906.94	\$ 337,190.89
Reading, Grade 3	\$ 319,385.80	\$ 339,634.55	\$ 362,343.32	\$ 360,074.28	\$ 1,381,437.95	\$ 341,681.00
Reading, Grade 4	\$ 297,405.39	\$ 315,259.99	\$ 336,325.16	\$ 334,196.88	\$ 1,283,187.42	\$ 317,232.49
Reading, Grade 5	\$ 300,256.12	\$ 320,624.15	\$ 342,062.11	\$ 339,913.92	\$ 1,302,856.31	\$ 322,676.36

Science, Grade 5	\$ 113,153.56	\$ 119,078.49	\$ 126,943.10	\$ 126,256.24	\$ 485,431.39	\$ 119,935.31
Writing, Grade 4	\$ 221,884.31	\$ 241,975.76	\$ 262,468.63	\$ 257,832.15	\$ 984,160.84	\$ 241,932.48
Subtotal STAAR 3-8 Spanish	\$ 1,803,383.27	\$ 1,928,195.60	\$ 2,061,518.33	\$ 2,045,832.13	\$ 7,838,929.32	\$ 1,939,241.47

STAAR-L 3-8

Mathematics, Grade 3	\$ 72,364.20	\$ 51,805.89	\$ 55,721.72	\$ 53,930.71	\$ 233,822.52	\$ 51,737.37
Mathematics, Grade 4	\$ 73,605.87	\$ 51,721.15	\$ 55,625.99	\$ 53,833.76	\$ 234,786.77	\$ 51,640.33
Mathematics, Grade 5	\$ 126,882.15	\$ 105,533.51	\$ 113,559.06	\$ 109,939.88	\$ 455,914.60	\$ 105,497.51
Mathematics, Grade 6	\$ 66,270.48	\$ 53,670.86	\$ 57,715.67	\$ 55,848.73	\$ 233,505.73	\$ 53,566.31
Mathematics, Grade 7	\$ 69,629.14	\$ 55,598.13	\$ 59,785.46	\$ 57,848.48	\$ 242,861.21	\$ 55,481.44
Mathematics, Grade 8	\$ 132,818.01	\$ 107,589.34	\$ 115,785.17	\$ 112,107.93	\$ 468,300.46	\$ 107,590.00
Science, Grade 5	\$ 71,742.90	\$ 52,352.32	\$ 56,315.46	\$ 54,510.88	\$ 234,921.56	\$ 52,299.11
Science, Grade 8	\$ 77,349.02	\$ 54,772.20	\$ 58,922.94	\$ 57,038.30	\$ 248,082.46	\$ 54,727.25
Social Studies, Grade 8	\$ 65,620.62	\$ 46,740.60	\$ 50,830.39	\$ 48,779.43	\$ 211,971.04	\$ 46,519.98
Subtotal STAAR-L 3-8	\$ 756,282.40	\$ 579,784.01	\$ 624,261.85	\$ 603,838.10	\$ 2,564,166.35	\$ 579,059.29

STAAR-A 3-8

Mathematics, Grade 3	\$ 197,819.77	\$ 196,243.97	\$ 214,383.49	\$ 204,385.85	\$ 812,833.08	\$ 219,347.59
Mathematics, Grade 4	\$ 203,863.06	\$ 202,254.40	\$ 220,951.74	\$ 210,647.68	\$ 837,716.88	\$ 226,067.69
Mathematics, Grade 5	\$ 381,152.44	\$ 450,392.63	\$ 492,314.62	\$ 469,496.76	\$ 1,793,356.44	\$ 504,012.74
Mathematics, Grade 6	\$ 154,454.33	\$ 158,016.44	\$ 172,564.38	\$ 164,441.07	\$ 649,476.21	\$ 176,399.45
Mathematics, Grade 7	\$ 159,758.63	\$ 162,273.22	\$ 177,202.82	\$ 168,850.68	\$ 668,085.36	\$ 181,118.77
Mathematics, Grade 8	\$ 273,399.24	\$ 323,377.61	\$ 353,372.86	\$ 336,907.95	\$ 1,287,057.65	\$ 361,585.82
Reading, Grade 3	\$ 121,837.39	\$ 85,414.95	\$ 93,145.73	\$ 88,653.85	\$ 389,051.92	\$ 93,742.29
Reading, Grade 4	\$ 126,326.47	\$ 86,654.61	\$ 94,491.56	\$ 89,928.65	\$ 397,401.29	\$ 96,348.39
Reading, Grade 5	\$ 228,813.49	\$ 214,855.70	\$ 234,578.90	\$ 223,469.75	\$ 901,717.84	\$ 239,651.19
Reading, Grade 6	\$ 88,927.92	\$ 61,351.38	\$ 66,794.62	\$ 63,481.67	\$ 280,555.59	\$ 67,921.87
Reading, Grade 7	\$ 94,109.45	\$ 63,671.44	\$ 69,313.39	\$ 65,867.52	\$ 292,961.80	\$ 70,466.22
Reading, Grade 8	\$ 152,350.90	\$ 140,985.92	\$ 153,702.85	\$ 146,226.81	\$ 593,266.48	\$ 156,609.16
Science, Grade 5	\$ 195,341.27	\$ 195,247.41	\$ 213,365.44	\$ 203,445.31	\$ 807,399.42	\$ 218,369.57
Science, Grade 8	\$ 140,354.24	\$ 139,354.90	\$ 152,174.97	\$ 145,006.62	\$ 576,890.73	\$ 155,546.64
Writing, Grade 4	\$ 34,310.45	\$ 31,241.55	\$ 31,225.40	\$ 31,333.16	\$ 128,110.56	\$ 31,599.56
Writing, Grade 7	\$ 26,655.65	\$ 24,825.77	\$ 24,799.76	\$ 24,873.74	\$ 101,154.92	\$ 25,073.84
Social Studies, Grade 8	\$ 16,949.18	\$ 10,575.75	\$ 10,534.06	\$ 10,539.14	\$ 48,598.12	\$ 10,598.04
Subtotal STAAR-A 3-8	\$ 2,596,423.88	\$ 2,546,737.64	\$ 2,774,916.57	\$ 2,647,556.18	\$ 10,565,634.26	\$ 2,834,458.82

Total Component 2 - STAAR	\$ 38,842,561.47	\$ 37,899,787.99	\$ 37,032,745.31	\$ 37,464,111.17	\$ 151,239,205.93	\$ 38,944,129.74
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Component 3 - STAAR EOC

STAAR EOC

Algebra I	\$ 2,060,484.72	\$ 1,782,419.52	\$ 1,833,072.85	\$ 1,889,379.99	\$ 7,565,357.07	\$ 1,890,728.75
Algebra II	\$ 247,830.45	\$ 199,851.10	\$ 197,794.31	\$ 196,743.46	\$ 842,219.31	\$ 196,382.90
English I	\$ 8,232,486.22	\$ 8,448,372.28	\$ 8,023,121.03	\$ 8,129,269.12	\$ 32,833,248.65	\$ 8,682,483.54
English II	\$ 7,387,572.45	\$ 7,487,938.44	\$ 7,248,845.98	\$ 7,443,126.75	\$ 29,567,483.62	\$ 7,550,124.99
English III	\$ 1,272,768.20	\$ 1,237,834.89	\$ 1,225,095.56	\$ 1,218,586.84	\$ 4,954,285.48	\$ 1,216,353.64
Biology	\$ 1,805,687.09	\$ 1,534,720.40	\$ 1,521,396.93	\$ 1,587,364.57	\$ 6,449,168.99	\$ 1,591,557.64
U.S. History	\$ 1,136,031.20	\$ 1,217,993.57	\$ 996,283.03	\$ 1,017,164.52	\$ 4,367,472.32	\$ 1,013,573.55
Subtotal STAAR EOC	\$ 22,142,860.31	\$ 21,909,130.20	\$ 21,045,609.68	\$ 21,481,635.25	\$ 86,579,235.44	\$ 22,141,205.01

STAAR-L EOC

Algebra I	\$ 195,410.33	\$ 191,369.50	\$ 210,226.87	\$ 200,493.21	\$ 797,499.91	\$ 198,110.64
Algebra II	\$ 27,735.97	\$ 23,578.55	\$ 25,608.05	\$ 23,842.64	\$ 100,765.21	\$ 22,663.09
Biology	\$ 193,662.55	\$ 185,532.66	\$ 202,098.93	\$ 196,500.58	\$ 777,794.72	\$ 190,049.14
U.S. History	\$ 215,955.07	\$ 209,407.80	\$ 232,163.12	\$ 222,496.94	\$ 880,022.94	\$ 213,823.09
Subtotal STAAR-L EOC	\$ 632,763.93	\$ 609,888.51	\$ 670,096.97	\$ 643,333.37	\$ 2,556,082.78	\$ 624,645.96

STAAR-A EOC

Algebra I	\$ 420,829.51	\$ 419,420.00	\$ 470,250.68	\$ 448,387.31	\$ 1,758,887.49	\$ 461,437.90
Algebra II	\$ 62,285.46	\$ 52,566.56	\$ 58,172.31	\$ 53,347.83	\$ 226,372.16	\$ 56,110.99
English I	\$ 352,276.68	\$ 352,705.30	\$ 395,443.73	\$ 377,018.71	\$ 1,477,444.43	\$ 387,964.80
English II	\$ 373,012.96	\$ 378,043.93	\$ 423,895.87	\$ 404,134.59	\$ 1,579,087.34	\$ 416,018.47
English III	\$ 78,438.89	\$ 79,839.15	\$ 88,353.28	\$ 81,025.75	\$ 327,657.07	\$ 85,222.50
Biology	\$ 415,706.53	\$ 409,904.46	\$ 458,462.18	\$ 438,015.36	\$ 1,722,088.52	\$ 450,565.69
U.S. History	\$ 34,540.65	\$ 29,873.90	\$ 30,092.99	\$ 31,017.73	\$ 125,525.28	\$ 30,327.46
Subtotal STAAR-A EOC	\$ 1,737,090.67	\$ 1,722,353.30	\$ 1,924,671.05	\$ 1,832,947.27	\$ 7,217,062.29	\$ 1,887,647.82

Total Component 3 - STAAR	\$ 24,512,714.91	\$ 24,241,372.01	\$ 23,640,377.70	\$ 23,957,915.89	\$ 96,352,380.51	\$ 24,653,498.78
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Grand Total Components 1-	\$ 70,387,863.86	\$ 69,350,871.55	\$ 67,807,750.00	\$ 68,559,246.42	\$ 276,105,731.83	\$ 70,740,965.37
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Exhibit C
Schedule of Tasks
2015 - 2019

**Exhibit D
Texas STAAR Program
Pricing Proposal**

Fiscal Year	Proposal Amount
2016	\$ 70,387,863.86
2017	\$ 69,350,871.55
2018	\$ 67,807,750.00
2019	\$ 68,559,246.42
Total	\$276,105,731.83
2020	\$ 70,740,965.37

Exhibit E

Service Level Agreement (SLA)

**Student Assessment Contract
2016-2019**

RFP #701-15-002

1. Project Overview

The purpose of this Service Level Agreement ("SLA") is to provide a definition of online assessment service levels, security requirements, and the associated liquidated damages under the Contracted Services Student Assessment Contract, TEA RFP # 701-15-002. This document will also institute general standards and expectations about the level of services to be delivered to the TEA. It allows TEA to obtain a higher level of confidence that services will be provided at a satisfactory level. It specifically addresses TEA contractual needs and requirements for the following:

- Provision for verification that necessary steps will be taken prior to Online Assessment Activities to provide delivery of services and assessments while reducing the risk of interruptions.
- Monitoring of Assessment Services Activities.
- Evaluation of Services and Products.
- Critical and Non-Critical Deliverables.
- Breach of Security for Test Items and Student Records
- Service Interruptions of Online Testing.
- Delivery of Functional Testing Reports, including a summary of the results of such testing.
- Delivery of Performance and Load Testing Reports, including a summary of the results of such Testing.
- A Service Level Agreement specifying the availability of systems and customer service, and specifying consequences in the form of liquidated damages a reduction in contract price for unplanned system failures and outages based on well-defined categories of severity level,

Additionally, more details covering Contractor's risk mitigation, quality control, and system capabilities is covered in the *Proposal for Contracted Services for Student Assessment 2016-2019*, found in the following sections and pages:

Ownership and Maintenance

This document and the content contained within is managed by both the Contractor, the TEA Program staff and the designated TEA Contract Manager. The terms and conditions set out within this agreement will be reviewed yearly at a minimum, and as otherwise needed, to update and document the evolving commitments to services. Any adjustments to this agreement will be mutually reviewed and approved by Contractor and TEA in a signed addendum to this agreement.

Effective Date

This agreement will be effective during the service period identified in the Contract (9/1/15 – 8/31/19).

2. Services

Support (RFP item 7, page 13)

Contractor shall provide toll-free telephone support to districts and campuses throughout the school year for their deliverables. This call center must operate during regular business hours (8:00 AM–5:00 PM CST) twelve months each year, with extended hours prior to and during test administrations to provide assistance with last-minute shipments of test materials as needed to school districts. Contractor must provide an adequate number of telephone lines and make available the number of toll-free lines. Contractor(s) shall provide an annual report to TEA analyzing use of customer support services. Contractor must notify the TEA Project Manager of any functional or technical issues that resulted in a direct or indirect impact to the test administration.

Monitoring of Assessment Services Activities (RFP item 8, page 13)

TEA shall be granted access to any online tools that the Contractor has installed or is using for monitoring and reporting service levels related to the contracted work for the agency's assessment program. If monitoring tools do not exist, TEA shall have the right to place monitoring tools on the production servers and components supporting those systems related to the deliverables for the assessment program. Key TEA staff, as specified by the director of the Student Assessment Division, shall also be granted administrative user IDs on all production systems used for the delivery of services or products to the agency's assessment program. Using these systems as well as any other required material associated with contracted work for the assessment program, the agency reserves the right to audit its contractors for all aspects pertaining to the development and delivery of the contracted services and products, including the timely electronic transfer of data as necessary to the agency's other assessment contractors in a time frame specified by the agency in production status reports or master calendars. Based on any findings from agency monitoring or audits, the agency reserves the right to specify liquidated damages for an agency assessment contractor for failure to deliver contracted products or services in agency-specified time frames spelled out in the master schedule.

Evaluation of Services and Products RFP item 9, page 13)

Contractor shall provide all the services and deliverables in accordance with deadlines established by TEA and the Contractor as outlined in the master schedule. All services and deliverables shall be acceptable to TEA according to the contract deliverables, the production status reports, or the master calendar. Services and products deemed unacceptable by TEA as a result of failure to meet deadlines or because of poor quality may cause the Contractor to owe liquidated damages. Contractor shall provide internal evaluation procedures for ensuring the overall quality of the services and products provided under this Contract. TEA reserves the right to audit all services and products of the contractor at any time, including (but not limited to) all records, invoices, warehouse operations, shipping, call center operations, and scoring operations at the contractors' expense.

Liquidated Damages (RFP item 10, page 13)

In the event of a breach of contract (failure to deliver products or services), the contractor waives all claims to consequential damages, and the liquidated damages clause shall be TEA's exclusive remedy. Though the damages to TEA for breach of contract may be difficult to ascertain, the contractor agrees that the liquidated damages will not be assessed as a penalty, but rather as an estimate by the agency of the damages incurred by TEA. TEA shall not duplicate or overlap any liquidated damages assessed against a contractor per instance. The cumulative total of liquidated damages related to breach of security for test items or student records for which a contractor may be liable shall not exceed, Annually 10% of the total contract amount at the time of assessment of liquidated damages. To the extent any late delivery or untimely performance is caused by or contributed to by the acts or failures to act by TEA or a third party outside the control of the contractor or TEA, liquidated damages shall not be assessed.

Critical and Non-critical Deliverables (RFP item 11, page 14)

It is understood and agreed by the contractor(s) that a timely delivery of services and products, including the transfer of data between the assessment program's contractors, is critical in development and administration of all tests and the publication and delivery of all reports to fulfill all contractual requirements of this contract. In the event any deliverable or product is not received and accepted by the dates specified by TEA in the master schedule, liquidated damages shall be deducted from the amounts due to the contractor as determined by TEA. For every occurrence or failure of the contractor to deliver an acceptable service or product, the contractor shall be liable to TEA for liquidated damages as follows.

- a. Non-critical deliverables within defined limits, can take longer to complete than is planned without affecting the contract project. Non-critical will be identified in the assessment program's master schedule. It is agreed for each day work remains undelivered and accepted (as determined by TEA) beyond the time set for its completion or delivery, the responsible contractor shall be liable to TEA for the sum of \$5,000 (Five Thousand US Dollars) per calendar day as liquidated damages. Liquidated damages shall be assessed from the date of notice by TEA until the product or service has been delivered and accepted by TEA.
- b. Critical deliverables are defined as those that must be performed and failure to do so result in tests not being administered on time and on schedule. Critical deliverables will be identified in the assessment program's master schedule. It is agreed for each day work remains undelivered and accepted (as determined by TEA) beyond the time specified for its completion or delivery, the responsible contractor shall be liable for the amount specified in the Liquidated Damages Chart for Critical Deliverables. Liquidated damages shall be assessed per calendar day from the date of notice by TEA until successful delivery of the product or service. The specified liquidated damages amounts for critical deliverables designated in the assessment program's master schedule are listed below in the Liquidated Damages Chart for Critical Deliverables.

Liquidated Damages Chart for Critical Deliverables (RFP item 12, page 14).

Number of Business Days Elapsed After Due Date Listed in the Master Schedule	Liquidated Damages in US Dollars (USD)
First	\$10,000 (Ten Thousand USD)
Second	\$15,000 (Fifteen Thousand USD)
Third	\$30,000 (Thirty Thousand USD)
Fourth	\$60,000 (Sixty Thousand USD)
Fifth	\$120,000 (One Hundred Twenty Thousand USD)
Sixth	\$240,000 (Two Hundred Forty Thousand USD)
Seventh and Each Subsequent Day	\$250,000 per day (Two Hundred Fifty Thousand USD)

Contractors will not be held responsible if a delivery is delayed by an act, negligence, or default on the part of the Texas Education Agency, public enemy, war, embargo, fire, or explosion not caused by the negligence or intentional act of the contractor or contractor's supplier(s), or by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond the control or fault of the contractor or the contractor's supplier(s). A reasonable extension of time for the delivery of a product or service as TEA deems appropriate may be granted upon receipt of a written request and justification for any extension from the contractor. TEA may also extend the time for performance of the contract or delivery of goods therein specified, at TEA's sole discretion, for good cause shown.

Breach of Security for Test Items and Student Records (RFP item 13, page 15)

It is understood and agreed by the contractor that security and proprietary use of test items and forms must be maintained at all times and is of paramount concern. It is also understood and agreed upon by the contractor that security of student-level data must be ensured and a security standard such as ISO 27001 be adhered to and enforced at all times. A contractor shall be liable to TEA for liquidated damages related to the security of test items and student-level data as follows.

- a. For each breach of security resulting from any failure or negligence on the part of the contractor, a sum determined by the agency will be deducted, not as a penalty, but as liquidated damages. The liquidated damages will be calculated based on the number of compromised test items and the nature and severity of the breach in security.
- b. If a breach of student data occurs due to failure or negligence on the part of the contractor, a sum of \$10 (Ten US Dollars) per compromised student record will be deducted from amounts due the contractor as liquidated damages.

Service Interruptions of Online Testing (RFP item 14, page 15)

A service interruption is defined as a failure on the part of the contractor to provide access for students to log in and/or begin taking any test available through a contractor's online test system during regularly scheduled school hours within established testing windows, or as failure on the part of the contractor to provide access for designated school personnel to perform administrative functions within the online test system at any time. The selected contractor shall not be held liable for service interruptions due to issues caused or contributed to by any acts or omissions of a local education agency (LEA) or a third party, including but not limited to an LEA's technology infrastructure or an LEA's lack of implementation of provided procedures for online testing. For each service interruption that prevents students from taking tests for more than 10 minutes and up to 60 minutes, TEA may assess liquidated damages of \$10,000 (Ten Thousand US Dollars). Liquidated damages for a service interruption greater than one hour will be prorated in ten-minute increments based on the actual duration of the interruption at a rate equivalent to \$10,000 (Ten Thousand US Dollars) per hour as determined by TEA. Total liquidated damages for service interruptions to students on any given day between 0800 CT and 1600 CT will not exceed \$50,000 (Fifty Thousand US Dollars).

Liquidated damages will be assessed for each service interruption that prevents LEA and/or school personnel from accessing administrative functions for more than one day (between 8:00 AM and 5:00 PM CST) outside of a test window at a rate of \$5,000 (Five Thousand US Dollars) for each interrupted day; and for more than 2 hours from March through the end of May during scheduled windows at a rate of \$5,000 (Five Thousand US Dollars) for each full interrupted hour, inclusive.

3. Online Services

Contractor is responsible for the following Online Assessment Activities which are delivered using Contractor Systems:

- Test Operations Management System (TOMS)
- Assessment data portal that includes *The Parent/Student Site, The District/Campus Site, and The Public Site*
- IBIS item banking system
- Online Network for Evaluation (ONE)
- CA&L computer based testing platform
- Accessible Portable Item Profile (APIP)
- eMetric systems
- Online Training (or other systems for online training modules)
- Customer Support Services
- Customer Support /Help Desk
- District- and Site-based Confirmation Visits

Contractor Systems: The Contractor hardware, software, and network environments, to the extent used to deliver the Application Services and Customer Support Services. Contractor systems include.

- Contractor hardware and system software
- Contractor production application software
- Network connections from data center(s) hosting the Contractor systems to the Internet
- Third-party hardware, software, and services by companies subcontracted by Contractor expressly for the delivery of services covered under the contract with TEA for RFP # 701-15-002

Exclusions

This agreement does not apply to:

- Services maintained or provided by TEA, regional service centers, school districts or charter schools
- Infrastructure provided by TEA
- Network connections from the TEA location to the Internet
- Infrastructure provided by school districts, campuses, charter schools, etc.
- Network connections from school districts, campuses, charter schools, etc. to the Internet
- Network infrastructure comprising the Internet
- Contractor non-production environments employed for the delivery of testing services and/or online training

Following each Online Assessment Activity, Contractor will provide TEA with a detailed summary of the calls tracked by the Incident Tracking System, including year-over-year comparisons (where applicable) and a summary of the top categories of calls during the period of the Online Assessment Activity.

4 Quality Assurance

Reports

Under this agreement, Contractor will provide the following reports as verification that necessary steps have been taken prior to the start of any testing program that includes Online Assessments in order to provide delivery of online services and assessments while reducing the risk of interruptions:

- *A Report of Functional Testing Results* demonstrating Contractor 's efforts to verify that Contractor Systems are functional across the entire range of platforms, operating systems, and browsers as specified by the published minimum technical requirements.
- *A Report of Load and Performance Testing Results* demonstrating Contractor's efforts to verify that Application Services perform acceptably under anticipated levels of normal and peak load. Included within this report will be forecasts of anticipated student and/or district usage and performance characteristics during the scheduled time of availability for the Application Services. The forecasted loads will be based on the assumptions regarding online participation and usage contained within Contractor's *Proposal for Contracted Services for Student Assessment 2016-2019*, or on updated information as provided by TEA and/or individual districts and schools.
- *A Report on District- and Site-Based Confirmation Visits* demonstrating Contractor 's efforts to confirm that Contractor Systems will be sufficient to provide the Application Services that deliver Online Assessment Activities specified within the scope of this contract. These site visits will be conducted according to schedules and site selections mutually agreed to by Contractor and TEA. TEA will participate in the on-site visits whenever practical.

These reports will be provided to TEA no later than two (2) business days prior to the launch of an Online Assessment Activity provided by Contractor under the Contract to which this agreement is attached. With TEA approval, verification activities and reports may be combined for multiple Online Assessment Activities.

Availability

Availability of Application Services, will be determined by TEA with monitoring systems provided by the contractor for use by TEA staff. TEA staff, as specified by the director of the Student Assessment division, will be granted administrative user privileges on any necessary Contractor-provided monitoring system. The monitoring systems will be configured to check each Application Service independently. Each Application Service will be considered available provided that the monitoring systems can indicate to TEA staff the availability of the Application Service during the required times as agreed up by the TEA and Contractor. An application will be considered unavailable when the monitoring systems or an independent third party report a failure for a given service and that failure can be confirmed by TEA staff using Contractor monitoring systems or other methods deemed appropriate by TEA, an independent third party, Contractor staff, or through correlating incident records.

Application Services may be adversely impacted due to functional issues that are not detectable through systems monitoring tools provided to TEA by Contractor. Such cases will need to be reviewed by the TEA and Contractor to determine the extent of the impact.

Independent Verification

In the event that the parties do not mutually agree on the question of whether a particular issue constitutes a statewide or system problem covered by Contractor Application Services vs. a local or district-specific problem not covered by this agreement, Contractor will perform the following steps to verify:

- In conjunction with TEA, analyze all available systems monitoring data to determine where a given fault is presenting.
- In conjunction with TEA, collect and consider any information reported in the incident(s) to determine the most likely point of service disruption or breach of test item/student record security. This may require the participation of the customer and/or third-party service providers before a

conclusion can be reached. If so required, TEA will ensure access to TEA customer representatives and TEA third party vendors.

- Provide a report to TEA detailing analysis and providing probable root cause.

In the event that unresolved issues remain after the above steps are performed, Contractor and TEA will bring in an independent third party, mutually agreeable to both parties, to address resolution of the remaining issues.

TEA and Contractor shall mutually approve the service provider responsible for the independent verification and of the methods and procedures that will be used to conduct the independent verification.

Contractor will make Contractor Systems available to the third party for independent testing and verification provided that:

- Specific testing schedules (times and dates) are mutually agreed upon by Contractor, TEA, and the third party.
- Contractor first confirms that it believes the methods and procedures of such independent verification would not pose a risk to Contractor's ability to provide on-going services to TEA or other customers.
- Any third party performing independent verification first executes a non-disclosure agreement providing for the protection of confidential and/or proprietary information of TEA and Contractor.

5. Definitions

Actual Time	The aggregate number of minutes in any month during which the applicable resource is actually available for use by the end users with full functionality.
Excusable Downtime	The number of minutes in any month during which a measured resource is down during scheduled hours due to a scheduled outage
Incident	Any event which is not part of the standard operation of a service and which causes an interruption to, or a reduction in, the quality of that service.
Customer Support (Help Desk)	Call center staff engaged in customer support for Online Assessment Activity.
Maintenance Window	Contractor must notify the TEA of all routine maintenance, upgrades, and patches occurring five business days in advance of the work. Work must be completed between 6:00 pm and 6:00 am CST so it does not interfere with regular business hours. Maintenance windows are considered to be pre-authorized scheduled outages.
Scheduled Outage	Scheduled outages where the online resource is unavailable for use by end users due to such things as routine maintenance, upgrades, or patches.
Online Assessment Activity/ies	Activities that are delivered through the Online Application Services, and occurring within a published calendar, which are required in order for Texas school district personnel or students to complete essential components of the services provided by Contractor as part of the Texas Assessment Program.
Statewide Impact	Any incident or event which affects every district in the state that is using, or would otherwise be using, the Online Application Services covered under this contract.

Critical Deliverables and Schedules	Contractual deliverables which are delivered under this Contract and which are listed within a schedule covered by the published calendar.
Application Service(s)	Services provided using Contractor Systems to deliver the Assessment Activities identified in the Contract. .
Contractor Systems	Contractor hardware, software, and network environments used to deliver the Assessment Activities identified in the Contract.

6. Consequences for Interruption of Services

TEA reserves the right to deduct from the contract price the assessed liquidated damages in accordance with this document and the Contract Terms and Conditions. TEA and Contractor therefore agree that the categories set out herein as liquidated damages shall be a reasonable approximation of the damages that resulted in the interruption of services. Accordingly, in the event of such damages, at the written direction of TEA, TEA will deduct the indicated amount from the contract price through a written amendment.

TEA and Contractor further agree that any reduction in contract price will determined based on the liquidated damages under this agreement. Contractor further agrees to develop and submit a Corrective Action Plan to TEA that identifies and implements preventive measures to ensure the interruptions or breach of test item/student record security are not recurring issues.

Exhibit F, Transition Plan



Texas Student Assessment Program

Contract Transition and 2015–2016 Implementation Plan

David M. Clark

Vice President, State Services, Texas
Pearson

George D. Powell

Texas Program Director
Educational Testing Service

July 27, 2015

Original Draft: June 12, 2015

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Contract Transition and 2015–2016 Implementation Plan

Introduction

The purpose of this Contract Transition and 2015–2016 Implementation Plan is to provide the Texas Education Agency (TEA) with detailed information regarding:

- the end-of-contract activities that will occur between Pearson and Educational Testing Service (ETS) prior to the start of the 2015–2016 contract year in order to facilitate a seamless transition of the State of Texas Assessments of Academic Readiness (STAAR®) Grades 3–8 and End-of-Course assessment programs, and
- the coordinated delivery of the Texas student assessment program between ETS and Pearson in 2015–2019, with an emphasis on 2015–2016 contract activities in the areas of assessment management, item development, and test construction where responsibilities for program requirements overlap.

For decades, both Pearson and ETS have demonstrated a long-standing commitment to serving the educational needs of the state of Texas, TEA, and the more than 5.1 million students in the state. During the contract transition phase, and in implementing the 2015–2019 Texas student assessment program, both companies will continue to work together, as we have done for more than a decade in Texas, to deliver each of our respective components of the program.



Contract Transition Plan

To facilitate the seamless transition of the STAAR Grades 3–8 and End-of-Course assessment programs from Pearson to ETS prior to the start of the 2015–2016 contract year, both companies met on June 1, 2015, to collaborate on a Contract Transition Plan for TEA's approval that would accomplish each of the following items:

- Identify transition team members from both companies
- Implement clear lines of communication and processes for escalating risks
- Establish a list of electronic and paper-based materials that need to be transferred to ETS during the contract transition phase
- Create a master transition schedule with delivery dates, format, and responsible individuals identified for all transferrable materials, with key milestones in the 2015–2016 schedule taken into consideration

Though Pearson and ETS were comprehensive in their initial drafts of materials for this Contract Transition Plan, as the transition has progressed, the documents have been reorganized, refined, and updated considerably since their inception.

Transition Team

Both Pearson and ETS have identified exceptional key staff to collaborate on the successful transition of the STAAR Grades 3–8 and End-of-Course assessment programs (see **Appendix A**).

The selected individuals from Pearson have 90 years of combined experience working directly with the Texas student assessment program and include key staff who will continue to serve TEA in the delivery of the STAAR Alternate 2, Texas English Language Proficiency Assessment System (TELPAS), and Texas Assessment of Knowledge and Skills (TAKS) assessment programs in 2015–2019.

The ETS transition team comprises program managers and specialists who have extensive experience working on assessment development for the Texas student assessment program and all aspects of state assessment programs in California, Maryland, and/or Virginia. The ETS team will be the management team responsible for the implementation of Program Integration, STAAR Grades 3-8, and STAAR End-of-Course components of the Texas state assessment contract for the 2015–2019 contract period.

Following the initial review of this plan with senior TEA staff on June 12, 2015, the Agency identified Dr. Gloria Zyskowski and Mariana Vassileva to serve on the Transition Team moving forward.

Project Kick-Off, Communication, and Risk Management

Pearson and ETS held a contract transition kick-off meeting on June 1, 2015. At that meeting, transition team members were identified, contact information was exchanged, and a method for transferring electronic program-related data was established.

Given the critical, time-sensitive nature of the transition phase in ensuring successful implementation of the program in the 2015–2016 contract year, Pearson and ETS have had daily calls, beginning on June 4, 2015, and planned through August 31, 2015 (or as needed), with transition team members to:

- Provide updates on the status of the project both to TEA and within our respective organizations;
- Prioritize efforts, taking the 2015–2016 Master Schedule and all associated interdependencies into consideration;
- Escalate any issues or risks; and
- Allow for the general transfer of knowledge between vendors.

Updates regarding transition activities discussed on each call are provided to members of the Transition Team on a daily basis.

TEA staff serving on the transition team monitor and participate in the daily progress of the transition effort. In addition, TEA senior staff have been formally updated on the status on the Contract Transition Plan on June 12th, June 26th, July 2nd, and July 28th. These updates have included the status of all electronic and paper-based materials that are scheduled to be transferred and have detailed issues and risks that have arisen during the process. Additional formal updates to TEA senior staff are planned for August 7th, August 21st, and August 31st.

Transition Plan Deliverables

Prior to the June 1, 2015, kick-off meeting, Pearson identified 36 specific sets of electronic and paper-based materials to be transferred to ETS during the contract transition phase across the following eight areas:

- Program management

- Content support services
- Psychometrics
- Performance scoring
- Administration materials
- Meetings
- Warehouse
- Reporting

This materials list has since been reorganized, refined, and updated based on subsequent meetings among transition team members. Following the kick-off meeting, a secure FTP site, with an appropriate folder structure, was established to facilitate the transfer of materials between Pearson and ETS.

The most recent list of all identified materials to be transferred—along with the status and due date associated with each item—can be found in **Appendix B**.

Contract Transition Plan Schedule

Since the Intent to Award notifications from TEA were received by ETS and Pearson, the following key activities have occurred, or are scheduled to occur, in regard to the contract transition phase of the 2015–2019 Texas student assessment program and the deliverables associated with it.

Description of Activity	Date
Contract transition meeting between TEA, ETS, and Pearson	May 29, 2015
TEA authorization for Pearson to transfer confidential student data to ETS	May 29, 2015
Contract Transition Plan kick-off meeting between ETS and Pearson	June 1, 2015
Secure File Transfer Protocol (sftp) site set up to facilitate transfer of electronic materials	June 1, 2015
Pearson initial transmission of sample content-related materials to ETS to review	June 3, 2015
Pearson initial transmission of sample student assessment files to ETS to review	June 3, 2015
Daily status calls begin between ETS and Pearson	June 4, 2015

Description of Activity	Date
Non-Disclosure Agreement executed between Pearson and ETS for proprietary Pearson applications and information that Pearson will make available to ETS to assist them during the contract transition phase	June 9, 2015
Contract Transition Plan reviewed by TEA	June 12, 2015
Continuing transfer of all electronic and paper-based materials identified as part of the contract transition phase to ETS from Pearson according to specifications detailed on the <i>Transition Items for the Program Integration, STAAR Grades 3–8, and STAAR End-of-Course Components of 2015–2019 Texas Student Assessment Program</i> document (Appendix B)	June 4, 2015, until transition completed
Daily status calls between ETS and Pearson	June 4, 2015, until transition completed or as needed
Contract Transition Plan presented Dr. Criss Cloudt, Dr. Gloria Zyskowski, and Al Dillard from TEA	June 12, 2015
Dr. Gloria Zyskowski and Mariana Vassileva join the Transition Team representing TEA	June 15, 2015
ETS attendance at various internal and external review meetings, to learn TEA's expectation for both operational logistics and internal management of content review and committee participants	June thru August
Snapshot of Texas Assessment Management System (TAMS) student directory and student assessment data delivered to ETS	July 13, 2015
Complete 2011-2014 STAAR EOC, STAAR Grades 3–8, and STAAR Spanish item bank delivered to ETS	July 24, 2015
Contract Transition Plan updates to TEA	June 21, 2015 June 26, 2015 July 2, 2015 July 28, 2015 August 7, 2015 August 21, 2015 August 31, 2015

Description of Activity	Date
Contract Transition Plan approved by TEA	TBD
Final transfer of 'frozen' TAMS student directory and student assessment portal data to ETS	September 19, 2015
Sign-off from ETS that all Contract Transition Plan materials have been received	September 22, 2015
Sign-off from TEA that the contract transition phase is complete*	September 22, 2015

* TEA has legal ownership of all electronic and paper-based materials developed for the STAAR 3–8 and EOC programs. This sign-off does not release Pearson from its current contractual obligation to transfer all STAAR materials to ETS identified as necessary for a seamless transition to deliver products contracted for by the TEA (see Section 5 of the current contract, Risk Mitigation and Business Continuity Planning), even if they are identified after the contract transition phase is complete.



2015–2016 Implementation Plan

To facilitate the coordinated delivery of the Texas student assessment program between ETS and Pearson in the 2015–2016 contract year and beyond, both companies met on June 1, 2015, to collaborate on a 2015–2016 Implementation Plan for TEA's approval that would accomplish each of the following activities:

- Define each company's role in the delivery of the 2015–2019 Texas student assessment program in regard to management meetings and interactions involving TEA; production, test administration, and reporting schedules; proposed test management and delivery platforms; customer support and training; administration materials, and the Technical Digest
- Identify Pearson's contractual obligations that extend beyond August 31, 2015, and develop a transition plan for electronic and paper-based materials that result from those activities
- Determine overlaps in service that affect school districts and TEA staff in the 2015–2016 contract year and develop a plan to minimize the potential impact
- Emphasize the immediate need of both companies to coordinate with TEA on a communication plan to inform the field about changes to the assessment program in a clear and timely fashion

Coordinated Delivery of the 2015–2019 Texas Student Assessment Program

At the 2015–2016 Implementation Planning meeting between ETS and Pearson held on June 1, 2015, both companies agreed to the following regarding the delivery of the program:

- The 2015–2019 Texas student assessment program will be delivered by ETS and Pearson according to their proposals, oral presentations, and BAFO responses for the requirements contained in RFP #701-15-002, with limited exceptions at the beginning of the 2015–2016 contract year in regard to 2015 item development, 2015–2016 test construction, and certain functions in the Texas Assessment Management System (TAMS) in September.
- With the limited exceptions detailed above, all responsibilities related to the Program Integration, STAAR 3–8 and STAAR End-of-Course components of the 2015–2019 contract will transition to ETS on September 1, 2015.

ETS's Role as Program Integrator

The purpose of the Program Integration component of the Texas student assessment program is to coordinate actions between ETS and Pearson, in collaboration with TEA, in a way that standardizes procedures and communications across all components of the program. In addition, the Program Integrator is responsible for compilation and final hand-off of several key deliverables that involve inputs from each testing program.

In preparation to assume the Program Integration role on September 1, 2015, ETS will take the following actions during the contract transition phase:

RFP Requirement	Transition Action	Date
Install a file server capable of handling all requested data transfers to facilitate the secure storage and delivery of data between the agency and its assessment program contractors	ETS has established a temporary secure FTP site to transfer data from Pearson to ETS during the transition period.	ETS/Pearson SFTP site set up – Jun 1, 2015
	A separate secure FTP site will be set up to transfer data between TEA, ETS, and Pearson for the 2015-2019 contract period, including item and test build information as well as student level information	TEA/ETS/PEARSON SFTP set up – Jul 17, 2015
Provide technical support as needed to TEA in areas such as test construction, sampling, standard setting, equating, validity, and reliability	Pearson is providing ETS the necessary files and documentation for ETS to provide TEA with this support. ETS psychometricians will work with Pearson psychometricians to assure that sufficient information is available for ETS processes to produce comparable results to those produced in the past.	Jul 18, 2015
	ETS will train TEA staff in the use of the Item Banking Information System (IBIS) for spring 2016 test construction as specified in the 2015-2016 Implementation Plan below.	IBIS Training Aug 19 & 21, 2015
Implement and maintain an assessment data portal to be accessible by agency staff, districts, campuses, teachers, parents, students, and the public to view assessment results	ETS and its subcontractor eMetric will ensure that historical student data including, historical data from TELPAS, STAAR Alternate and TAKS are migrated to the eMetric data portal. <ul style="list-style-type: none"> - ETS will provide TEA with a proof of concept of the assessment data portal with a sampling of historical data received to date. - ETS will provide TEA with test extracts to validate the data available. 	Aug 21, 2015

RFP Requirement	Transition Action	Date
Implement methods to detect statistical irregularities on the state-developed assessments and reporting those results to appropriate agency personnel	ETS psychometricians, working with historical student assessment results, will demonstrate to TEA statistical irregularity processes that we will use during the contract period.	Aug 14, 2015
Merge student-level test data from all the test programs into a single student-level history file that shall be used by the agency and its contractors	ETS is currently receiving student-level data from Pearson as a part of the contract transition phase. ETS will demonstrate to TEA in the following ways that the history file records are intact, readable, and retrievable: <ul style="list-style-type: none"> • Provide TEA a list of all the data received from Pearson • Provide TEA high level process by which we are gathering and compiling the data for the student-level history file • Provide an opportunity for TEA to preview our layout and sample data 	Aug 21, 2015
Create and deliver, on an annual basis, student-level data sets to be used for purposes of accountability	Using data received from Pearson, ETS will work with TEA to validate the rules used to create the Consolidated Accountability File and data file format.	Aug 28, 2015
Create District and Campus Coordinators' Manual	ETS will receive the 2015 DCCM from Pearson and participate in the planning meetings for the creation of the spring 2016 DCCM.	First meeting for DCCM – Jun 18, 2015
Coordination of online activities	ETS will work with Pearson to develop a uniform set of minimum system requirements that districts need to operate both ETS and Pearson online testing platforms.	Jul 17, 2015

In clarifying our roles moving forward, Pearson will coordinate our delivery of the STAAR Alternate 2, TELPAS, and TAKS programs with ETS as the Program Integrator as described below.

Management Meetings and Interactions with TEA

In regard to management meetings and daily interactions with TEA, Pearson will coordinate with ETS on the following:

- Attendance at all Texas Technical Advisory Committee (TTAC) meetings and presentation of topics related to STAAR Alternate 2, TELPAS, and TAKS

- Attendance at all planning meetings and presentation of topics related to STAAR Alternate 2, TELPAS, and TAKS
- Attendance at weekly TEA/ETS management meetings when requested by TEA to present topics related to STAAR Alternate 2, TELPAS, and TAKS

Pearson will continue to conduct weekly meetings with TEA directors involved in the development and delivery of the STAAR Alternate 2, TELPAS, and TAKS programs. In addition, Pearson will continue to conduct Special Education and English Language Learner planning meetings that may involve the Associate Commissioner of Education and the Director of Student Assessment. ETS will be invited to attend these planning meetings in their role as Program Integrator. Finally, Pearson will continue to have frequent informal interactions with TEA staff for the programs they are delivering.

As the Program Integrator, ETS will conduct regular update meetings with Pearson regarding the STAAR Alternate 2, TELPAS, and TAKS programs to ensure that work in terms of the Master Schedule, administration materials, district communications, and the data portals is synchronized across the entire program.

In addition, as the Program Integrator, ETS will work in close collaboration with both TEA and Pearson through monthly planning meetings, weekly management meetings, and daily interactions to ensure that all decisions, directives, and proposals are communicated clearly to all necessary stakeholders in a timely manner. Finally, ETS will work with TEA and Pearson to standardize process and procedures across the entire program, where appropriate, with the goal of promoting efficiency across all organizations.

Production, Test Administration, and Reporting Schedules

Per the requirements of the RFP, Pearson will work directly with TEA on production, test administration, and reporting schedules for the STAAR Alternate 2, TELPAS, and TAKS programs. Upon approval from TEA, Pearson will deliver these schedules to ETS in a mutually agreed format for inclusion in the Master Schedule.

Given the nature of the three programs for which Pearson is responsible, particularly in regard to current test administration windows and early timelines for reporting, Pearson and ETS were able to identify only one interdependency in the schedules between the two vendors with respect to production, test administration, and reporting schedules: the ELL Progress Measure.

The ELL Progress Measure is currently reported on STAAR Confidential Student Reports (CSRs) and in the STAAR Grades 3–8 and End-of-Course data files. However, the requirements of RFP #701-15-002 directed the proposing TELPAS vendor to calculate the student indicator.

On July 23, 2015, in a meeting between TEA, ETS, and Pearson, ETS indicated their preference for calculating the ELL Progress Measure prior to reporting. To assist ETS in this endeavour, Pearson agreed to modify the TELPAS data file to include current plan information for ELL students. TEA approved the change on July 23, 2015.

Proposed Test Management and Delivery Platforms

For the STAAR Alternate 2, TELPAS, and TAKS programs, Pearson will use their next generation test management system, PearsonAccess Next, to manage test administrations and report assessment results and TestNav 8.0 to deliver online assessments. Pearson will work with TEA, in conjunction with a concurrent effort by ETS for their platforms, to communicate the transition to new technologies and to provide training and tutorials on those new systems prior to use in the 2015–2016 contract year.

Pearson will additionally work with ETS on uniform minimum system requirements, procedures for evaluating districts infrastructure and capacity for online test activities, and a schedule for technology upgrades and updates relative to each company's respective technology.

Customer Support and Training

Per the requirements of the RFP, Pearson will maintain a call center and full customer support for the STAAR Alternate 2, TELPAS, and TAKS programs. ETS will maintain a call center and full customer support for the STAAR Grades 3-8 and End-of-Course programs, coordinating with TEA and Pearson to optimize call center procedures and communications to minimize the burden on districts.

In addition, Pearson and ETS will engage in all of the following activities for their respective programs:

- Education Service Center Training
- Texas Assessment Conference
- Texas Education Telecommunications Network (TETN) Meetings
- Other trainings as necessary
- T-SNAP Fall Academy (not contractual)
- On-site district coordinator trainings (not contractual)

For all contractual meetings, Pearson and ETS will coordinate on presentations and materials once TEA has established dates for these events.

In addition, Pearson will make online training modules available to districts for PearsonAccess Next, TestNav 8.0, proctor caching, and system checks. In like manner, ETS will make available online training modules associated with the ETS Test Operation Management System (TOMS), the ETS online testing program, and related online offerings.

Administration Materials

Pearson will collaborate with TEA and ETS on the creation of the STAAR Alternate 2 and TELPAS sections of the *District and Campus Coordinator Manual (DCCM)*. Pearson will work directly with TEA on updates and edits to these two sections and will collaborate with ETS on the schedule for the handoff of those materials. Pearson's sections of the DCCM will be provided to ETS according to the schedule. In addition, Pearson will provide ETS with edits to the Migrant Manual regarding the TAKS program. Because ETS will be responsible for the production of the DCCM and the Migrant Manual, ETS and Pearson will consult on the appropriate format for the handoffs.

Pearson will be solely responsible for all test administration and ancillary materials related specifically to the STAAR Alternate 2, TELPAS, and TAKS programs. Likewise, ETS will be solely responsible for all test administration and ancillary materials specifically related to STAAR Grade 3-8 and End-of-Course programs. Pearson and ETS will coordinate with TEA on the production and design of test administration and ancillary materials to minimize the confusion in the school districts.

Technical Digest

Pearson will provide data to ETS as may be required for the production of the Technical Digest. ETS will then produce the Technical Digest. Again, ETS and Pearson will consult on the appropriate format for deliverables associated with the Technical Digest.

Pearson's 2014–2015 Contractual Obligations Beyond August 31, 2015, and Transition of Materials to ETS

In closing out the 2014–2015 Texas student assessment program, Pearson has identified the following contractual obligations to TEA that extend beyond August 31, 2015:

- Update STAAR Grades 3–8 assessment reports with new mathematics standards
- Complete 2015 item development cycle
- Complete 2014–2015 Technical Digest
- Complete 2014–2015 End-of-Year Report

Pearson will complete each of the items above according to the current 2014–2015 schedule established with TEA. For transition purposes, the updated STAAR Grades 3–8 reports, the 2014–2015 Technical Digest, and the 2014–2015 End-of-Year Report will be delivered by Pearson to ETS electronically at the same time they are delivered to TEA.

For the 2015 item development cycle, Pearson will begin transferring batches of items to ETS, signed-off by TEA, as early as July. Batches of 2015 items will continue to flow to ETS throughout the summer as external meetings are concluded and TEA approves the content. Beginning September 1, 2015 and continuing through November 4, 2015, Pearson will continue to attend all scheduled external item review meetings. ETS will be sent all materials related to these meetings before they occur and will be invited to attend each session. At the conclusion of each external review meeting, Pearson will update the content, obtain TEA sign-off, and send production the item files to ETS.

See **Appendix C** for a complete list of all external meetings scheduled to occur after September 1, 2015.

See **Appendix D** for a complete list of scheduled TEA sign-off dates for the 2015 item development cycle by course/subject and grade.

2015–2016 Overlap in Services Between ETS and Pearson

At the June 1, 2015 Transition Planning meeting, Pearson and ETS identified three areas where an overlap of services occurs at the beginning of the 2015–2016 contract year:

- 1) Test construction
- 2) Participation collection for the 2015 December STAAR End-of-Course test administration, and
- 3) Retrieval of the reposted STAAR Grades 3–8 assessment results in September

Test Construction

The test construction cycle for the 2015–2016 contract year is already underway, with TEA staff using the Item Builder/Test Tracker (ITTB) application to build assessments according to the current test development schedule.

To minimize disruptions in the test development process, Pearson and ETS propose that TEA staff continue to construct all STAAR Grades 3–8 primary forms in ITTB, with an end date in

September, according to the current schedule. At the end of September, all other tests would be constructed by TEA using the Item Banking Information System (IBIS), ETS's test construction platform (see **Appendix E** for a complete list of tests to be constructed for 2016 and the responsible vendor).

During initial contract transition planning meetings between ETS and Pearson, assets in the STAAR item bank were grouped by program and year, and transfer schedules were developed that would best facilitate the test construction plan detailed above. More specifically, STAAR End-of-Course assets were prioritized over STAAR Grades 3–8 assets because Pearson had offered to handle the construction of primary forms for STAAR Grades 3–8 in ITTB.

TEA, ETS, and Pearson agree that **Appendix E**, the 2016 Test Construction Schedule, is an appropriately base-lined schedule on which to plan this transition. All three organizations are aware of the ongoing adjustments typically made to schedules over the course of the development cycle. This schedule is predicated upon the timely review and sign off by TEA for tests currently being built in the Pearson system, and sign off by TEA for the 2015 items to be used for the 2016 forms build. The ETS system, IBIS, will not be ready for TEA operational use until September 15.

Transition Milestones Related to Test Construction Activities

The transfer of STAAR End-of-Course content to ETS began on June 23, 2015, and was completed on July 13, 2015.

The transfer of STAAR Grades 3–8 content to ETS began on July 7, 2015, and was completed on July 23, 2015.

If TEA should require more extensive services of Pearson during the 2015–2016 test construction process, Pearson is prepared to discuss the need with TEA, detail a scope of work, and price the effort for the Agency in a manner consistent with costs in previous years for similar services. In the event that extended test construction services are required from Pearson due to ETS's inability to have their test construction platform operational according the dates detailed in this plan, ETS will incur the costs for these services via written agreement.

Continued Use of TAMS in September

In September of the 2015–2016 contract year, participation collection for the 2015 December STAAR End-of-Course assessments and retrieval of the reposted STAAR Grades 3–8 reports with new mathematics standards could be confusing to school districts if TAMS is no longer available for these programs. The participation collection actually begins on August 17, 2015, before ETS's assessment management system is scheduled to go online. In addition, districts will

expect to get their updated STAAR Grades 3–8 reports in early September using the system they have always used.

To minimize confusion in the school districts, Pearson and ETS propose leaving TAMS operational for school districts for the STAAR Grades 3–8 and End-of-Course programs until September 18, 2015. Pearson will be responsible for the 2015 December STAAR End-of-Course participation collection, including district outreach for data clean up following the initial submission, and will transfer the results to ETS on September 14, 2015. In addition, Pearson will process our final weekly reports and problem logs for the STAAR Grade 3–8 and End-of-Course programs on September 18, 2015, and will transfer the student directory in TAMS to ETS by September 19, 2015. ETS's test management system (TOMS) will then be available to districts on September 28, 2015. Finally, school districts will be able to retrieve their reposted STAAR Grades 3–8 reports in TAMS on September 10, 2015. These reports will be available to districts until Pearson transfers the student directory to ETS on September 19, 2015.

This plan for the continued use of TAMS in September means that there will be a period of time when school districts will be unable to edit student records—between the time when Pearson transfers the student directory to ETS (September 19, 2015) and ETS's system goes online (September 28, 2015). This will need to be communicated to districts well in advance.

The ETS Test Operation Management System (TOMS) will incorporate the information provided from TAMS and be available for district use by September 28.

Transition Milestones Related to TAMS

The transfer of final student data files to ETS for all programs (STAAR End-of-Course, STAAR Grades 3–8, STAAR Alternate, TELPAS, and TAKS) for the 2007–2008 school year through the 2014–2015 school year began on June 5, 2015, and was completed on July 1, 2015. The transfer of all Consolidated Accountability Files and statewide data files for all programs for the 2007–2008 school year through the 2014–2015 school year was completed on July 8, 2015.

The transfer of all data used in the Pearson Data Portals to ETS for all programs going back to the 2002–2003 school year began on July 2, 2015, and was completed on July 10, 2015.

A snapshot of the Student Directory in TAMS (date stamped July 13, 2015) was delivered to ETS on July 13, 2015.

ETS is currently reviewing the files outlined in the previous paragraphs and contacting Pearson and TEA if there are questions or concerns.

The transfer of the final “frozen” Student Directory in TAMS is scheduled to occur on September 19, 2015. This data will be in the same format as the Student Directory delivered on July 13, 2015.

If TEA should require that TAMS remain active for the STAAR End-of-Course and STAAR Grades 3–8 programs past September 19, 2015, Pearson is prepared to discuss the need with TEA, detail a scope of work, and price the effort for the Agency in a manner consistent with costs in previous years for similar services. If the extended use of TAMS is required from Pearson due to ETS’s inability to have TOMS operational according to the dates detailed in this plan, ETS will incur the costs for the extension of services via written agreement.

Field Communication Plan

Communication of the upcoming operational changes to the program in the 2015–2016 school year is one of the most critical components to successful implementation moving forward. If information is not conveyed to the field in a clear and timely fashion, significant confusion and disruptions leading up to test administrations will occur.

On July 2, 2015, a Planning Meeting was held with TEA, ETS, and Pearson transition staff in attendance. At that meeting, an overall communication strategy for August 2015 was discussed that would include the following elements:

- An initial communication to district and region staff in early to mid August outlining changes to the Texas student assessment program as a result of the recent award
- Solicitation of district feedback at the District Advisory Committee meeting on August 5, 2015
- Scheduling a TETN at the end of August to communicate upcoming changes
- Scheduling a series of Webinars and face-to-face trainings between September and November to familiarize district and region staff with the two new test management platforms
- Ensuring that online training modules for each respective test management platform and online test delivery platform are in place when the systems are scheduled to go online (see 2015–2016 Implementation Schedule below)

Additional 2015–2016 Implementation Plan Items

In addition to the requirements outlined in the RFP, ETS and Pearson have collaborated on a series of implementation initiatives designed to reduce the burden on school districts as the STAAR End-of-Course and STAAR Grades 3–8 programs transition to a new vendor. Each of these initiatives are detailed in the sections that follow.

Texas Assessment Program Landing Page

To minimize the burden on district and region staff during the 2015–2016 school year and beyond, ETS and Pearson propose launching a “Texas Assessment Management System” landing page at www.texasassessment.com, maintained by ETS, that would contain links to the five main platforms that will be used by districts during the 2015–2016 school year:

- 1) ETS's Test Operation Management System
- 2) Pearson's PearsonAccess Next
- 3) Pearson's PearsonAccess (currently known as TAMS)
- 4) eMetric's Data Integration
- 5) Pearson's Perspective

The landing page would go live on September 28, 2015, and links to the respective systems would be rolled out according to the schedule detailed in the following section. In addition, the landing would contain links to the most commonly accessed resources for each respective platform (e.g. test registration, training, user guides, etc.).

Both ETS and Pearson have had numerous discussions about implementing single sign-on for the five platforms listed above. Single sign-on would allow the end user to navigate across all systems after a single successful login. It has been determined that implementing single sign-on across all systems will not be possible in the fall of 2015. ETS and Pearson will continue to explore the possibility of moving in this direction after all of systems have been successfully implemented. In the interim, districts may choose to use the same sign in information (User ID and password) to access both ETS and Pearson systems.

Redesigning Reports for the Texas Program

As indicated in the RFP, the state would like to redesign the reports of the Texas student assessment program to make the information contained in them comprehensive, concise, relevant, and easily understandable for Texas educators, parents, and the general public.

On July 9, 2015, ETS and Pearson held an implementation meeting to discuss the redesign of reports for the program. At that meeting, ETS and Pearson outlined the following plan:

- 1) As the Program Integrator, ETS will work directly with TEA on the overall shell design for all Texas program reports (except TAKS) moving forward (e.g. font, color pallet, logo placement, etc.)
- 2) Given the differences between the programs that ETS and Pearson are responsible for, each contractor will conduct separate focus group meetings beginning in August to solicit input from key stakeholders
- 3) The TTAC will be consulted on the report redesign on August 13–14, 2015
- 4) In collaboration with TEA, each contractor will redesign reports for their respective programs adhering to the style guidelines established by TEA and ETS
- 5) The final versions of all reports will be collectively reviewed to ensure consistency, where appropriate, across the entire program
- 6) TELPAS reports will be redesigned for the 2016–2017 school year, taking the new standardized speaking and listening assessments into consideration

2015–2016 Implementation Plan Schedule

The following activities have occurred, or are scheduled to occur, as part of the 2015–2016 Implementation Plan.

Description of Activity	Date
2015–2016 Implementation Plan reviewed by TEA	June 12, 2105
TEA/ETS/Pearson Planning Meeting to discuss August 2015 communication plan	July 2, 2015
Pearson manages 2015 December STAAR End-of-Course participation collection, including district outreach for data clean up following the initial submission	August 17, 2015 to September 11, 2015
Pearson surveys districts for test site information for Out-of-School/Out-of-District (OOS/OOD) students for the 2015 December STAAR End-of-Course test administration	August 24, 2015 to September 11, 2015

Description of Activity	Date
Pearson transfers 2015 December STAAR End-of-Course participation collection and OOS/OOD test site data to ETS	September 14, 2015
Updated STAAR Grades 3–8 assessment reports with new mathematics standards available to school districts on TAMS	September 10, 2015 to September 19, 2015
Pearson transfers “frozen” Student Directory to ETS	September 19, 2015
TAMS no longer available to school districts for the STAAR 3–8 and End-of-Course programs	September 19, 2015
Updates to student information unavailable to school districts while student directory is frozen and transferred to ETS	September 19, 2015 to September 27, 2015
TOMS goes online for school districts for the STAAR Grades 3–8 and End-of-Course programs	September 28, 2015
Single landing page goes online for “Texas Assessment Management System”	September 28, 2015
Test construction in ITTB for all primary forms of the STAAR Grades 3–8 program with an end date in September according to the current schedule (see Appendix E)	Current thru September 30, 2015
Test construction in IBIS for all forms with an end date in October and beyond according to the current schedule (see Appendix E)	September 15, 2015
Data portal for Texas student assessment program goes online for school districts <ul style="list-style-type: none"> • Student portal including the PDFs of historical reports • District analytical portal 	September 28, 2015 for Student Data Portal November 15, 2015 for Analytical Reporting Portal
Deliver 2014–2015 Technical Digest	September/October 2015

Description of Activity	Date
PearsonAccess Next goes online for school districts for the STAAR Alternate 2, TELPAS, and TAKS programs	October 12, 2015
ETS and Pearson attend all remaining 2015 external item review meetings (See Appendix C for a complete list.)	September 1, 2015, Through November 4, 2015
Deliver 2014–2015 End-of-Year Report	November 2015
Completion of 2015 item development cycle and transfer to ETS	June through November
Perspective goes online for school districts for TELPAS teacher rater training	January 1, 2015

Summary

As stated earlier, both Pearson and ETS have demonstrated a long-standing commitment to serving the educational needs of the state of Texas and TEA. Our companies have collaborated numerous times on multiple state projects, and we are both confident that the transition and implementation plans detailed in this document afford us, and the Agency, the best opportunity for a smooth, successful, and seamless transition into the 2015–2016 contract year.

Acknowledgement

The Texas Education Agency, Educational Testing Service, and Pearson acknowledge that the information contained in this *Contract Transition and 2015–2016 Implementation Plan* is a comprehensive accounting of the activities required to ensure a smooth, successful, and seamless transition of the State of Texas Assessments of Academic Readiness (STAAR®) Grades 3–8 and End-of-Course programs for the 2015–2019 Texas student assessment program.

Texas Education Agency

Criss Cloudt 8/13/15
Date

Dr. Criss Cloudt
Associate Commissioner, Assessment
and Accountability

Gloria Zyskowski 8-13-15
Date

Dr. Gloria Zyskowski
Director, Student Assessment

Educational Testing Service

George Powell 8/12/15
Date

George Powell
Texas Program Director

Pearson

David Clark 8/13/15
Date

Dr. David Clark
Vice President, State Services

Final Sign-off

As of the date signed below, the Texas Education Agency, Educational Testing Service, and Pearson agree that all activities covered by this *Contract Transition and 2015–2016 Implementation Plan* have been completed.

Texas Education Agency

Date
Dr. Criss Cloudt
Associate Commissioner, Assessment
and Accountability

Date
Dr. Gloria Zyskowski
Director, Student Assessment

Educational Testing Service

Date
George Powell
Texas Program Director

Pearson

Date
Dr. David Clark
Vice President, State Services



**Contract Transition and
2015–2016 Implementation Plan**

Appendix A

Pearson and ETS Transition Teams

Pearson Transition Team

June 1, 2015

<p>David M. Clark Vice President, State Services [o] 512.989.5447 [c] 210.213.6429 [e] david.m.clark@pearson.com</p>	<p>Patricia "Tish" Denny Director, Asset Creation and Support [o] 512.989.5342 [c] 512.294.6614 [e] patricia.denny@pearson.com</p>
<p>Sandi Cowes Director, Implementation [o] 512.989.5307 [c] 512.784.8079 [e] sandra.cowes@pearson.com</p>	<p>Paul Matzen Director, Reporting [o] 512.989.5350 [c] 512.784.7691 [e] paul.matzen@pearson.com</p>
<p>Natasha Williams Director, Psychometric Services [o] 512.989.5050 ext 4006 [c] 512.680.2013 [e] natasha.williams@pearson.com</p>	<p>Renee Ihlenfeldt Program Technology Manager [o] 512.989.5284 [c] 512.364.5305 [e] renee.ihlenfeldt@pearson.com</p>
<p>Greg Tucker Test Development Manager [o] 512.989.5300 ext 4014 [e] greg.tucker@pearson.com</p>	

ETS Transition Team

June 1, 2015

<p>George Powell ETS Texas Program Executive [c] 510.301.1526 [e] gpowell@ets.org</p>	<p>Gray Williams Director of STAAR Grades 3-8 and End-of-Course [o] 210.558.5853 [c] 210.382.9963 [e] hwilliams@ets.org</p>
<p>Sarah López Rhame Director of Program Integration [o] 540.657.5951 [c] 703.470.8527 [e] srhame@ets.org</p>	<p>Todd Walker Texas Assessment Development Director [o] 210.558.5781 [e] twalker@ets.org</p>
<p>Olga Salinas Lead Coordinator for Texas Assessment Development [o] 210.558.2708 [e] osalinas@ets.org</p>	<p>Narmeen Makhani Information Technology Liaison [o] 609.734.5279 [e] nmakhani@ets.org</p>
<p>Neil Gandhi Portal Manager for eMetric [o] 210.957.8826 [e] neil@emetric.net</p>	<p>Wendy Nucci Director of Scoring and Reporting [o] 609.243.6530</p>



**Contract Transition and
2015–2016 Implementation Plan**

Appendix B

Transition Items for the Program Integration,
STAAR Grades 3–8, and STAAR End-of-Course Components
of 2015–2019 Texas Student Assessment Program

State of Texas Assessments of Academic Readiness (STAAR®)
 Transition Items for the Program Integration, STAAR Grades 3–8, and STAAR End-of-Course Components
 of 2015–2019 Texas Student Assessment Program

Item	Area	Description	Due Date		
1	Program Materials	2014-2015 Production Status Report	Delivered June 06 via SFTP		
		All 2014-2015 schedules (program, psychometrics, test construction, test administration, administration materials, technology, and training)	Delivered June 06 via SFTP		
		2015 Calendar of Events	Delivered June 06 via SFTP		
		2014-2015 customer support center volumes	Delivered June 11 via SFTP		
		Sample campus and district packing lists	Delivered June 11 via SFTP		
		Password and user account specifications in the Texas Assessment Management System	Delivered June 12 via SFTP		
		Roles and permissions information for the Texas Assessment Management System	Delivered June 12 via SFTP		
		2014-2015 test processing counts by day for scorable and non-scorable materials	Delivered June 16 via SFTP		
		Description for locating scorable and non-scorable materials in the warehouse	Delivered June 17 via SFTP		
		All ESC training materials	Delivered June 24 via SFTP		
		Top ten call center drivers from January 2015 to June 2015 by month	Delivered June 25 via SFTP		
2	Content	Sample STAAR items for ETS review	Delivered June 03 via SFTP		
		STAAR Grades 3-8: Items developed in 2013 and prior years along with associated field-test and operational statistics – ITTB Files (XML for STAT load files, CSV for ITEM load files, and PDF for Images)	Delivered July 16-23 via SFTP		
		STAAR Grades 3-8: Items developed in 2013 and prior years along with associated field-test and operational statistics – Production Files (Quark files, art EPS files, mathtype EPS files)	Delivered June 12 via Hard Drive		
		STAAR EOC: Items developed in 2013 and prior years along with associated field-test and operational statistics – ITTB Files (XML for STAT load files, CSV for ITEM load files, and PDF for Images)	Delivered June 26 via SFTP		
		STAAR EOC: Items developed in 2013 and prior years along with associated field-test and operational statistics – Production Files (XML files, InDesign files (optional for EOC), art EPS files, mathtype EPS files)	Delivered July 09 via SFTP		
		3	Content	STAAR Grades 3-8: Items developed in 2014 and field tested in 2015 with associated statistics – ITTB Files (XML for STAT load files, CSV for ITEM load files, and PDF for Images)	Delivered July 16-23 via SFTP
				STAAR Grades 3-8: Items developed in 2014 and field tested in 2015 with associated statistics – Production Files (Quark files, art EPS files, mathtype EPS files)	Delivered June 12 via Hard Drive
STAAR EOC: Items developed in 2014 and field tested in 2015 with associated statistics – ITTB Files (XML for STAT load files, CSV for ITEM load files, and PDF for Images)	Delivered July 13 via SFTP				
STAAR EOC: Items developed in 2014 and field tested in 2015 with associated statistics – Production Files (XML files, InDesign files (optional for EOC), art EPS files, mathtype EPS files)	Delivered July 02 via SFTP				
4	Content			STAAR Grades 3-8: 2015 STAAR item development – Production Files (Quark files, art EPS files, mathtype EPS files)	Upon conclusion of external review meetings and after TEA sign-off
		STAAR EOC: 2015 STAAR item development – Production Files (XML files, InDesign files (optional for EOC), art EPS files, mathtype EPS files)	Upon conclusion of external review meetings and after TEA sign-off		
5	Content	Sample STAAR A and L Accommodations	Delivered June 02 via SFTP		
		STAAR Grades 3-8: Accommodations for items included on STAAR A and L Forms (administered in 2015 and years prior) – XML, art, and mp3 file: STAAR Grades EOC: Accommodations for items included on STAAR A and L Forms (administered in 2015 and years prior) – XML, art, and mp3 file:	July 31		
6	Content	Samples of archived electronic test forms	Delivered June 02 via SFTP		
		STAAR Grades 3-8 archived electronic test booklet files	Delivered June 12 via Hard Drive		
		STAAR EOC archived electronic test booklet files	August 31		
7	Content	Sample permissions documentation	Delivered June 17 via SFTP		
		Permissions documentation for passages and items developed in 2014 and prior year	Delivered July 01 via SFTP		
8	Content	Permissions documentation for passages and items developed in 2015	Upon conclusion of external review meetings and after TEA sign-off		
9	Content	List of items to be accommodated for December 2015 STAAR A and STAAR L Algebra I forms	Delivered June 12 via SFTP		
10	Content	STAAR Braille tracking sheets for forms administered in 2015 and years prior	Delivered June 17 via SFTP		
11	Content	Draft STAAR 2015-2016 test construction schedule	Delivered June 01 via email and June 12 via SFTP		

State of Texas Assessments of Academic Readiness (STAAR®)
 Transition Items for the Program Integration, STAAR Grades 3–8, and STAAR End-of-Course Components
 of 2015–2019 Texas Student Assessment Program

Item	Area	Description	Due Date
12	Content	English language item development guide	Delivered June 17 via SFTP
		Spanish item development guide	Delivered June 25 via SFTP
		STAAR vendor packet	Delivered June 19 via SFTP
13	Content	STAAR A and STAAR L accommodations guidelines	Delivered June 12 via SFTP
14	Content	Text-to-speech specifications for STAAR A, STAAR L, and Standardized Oral Administration (SOA)	Delivered June 12 via SFTP
15	Content	Current 2010–2015 Braille plan	Delivered June 17 via SFTP
17	Performance Scoring	Operational training materials, field-test scores, and narratives for STAAR prompts	Delivered July 01 via SFTP
18	Psychometrics	Analysis specifications for equating, vertical scaling, security analysis, STAAR progress measures, and ELL progress measures	Delivered June 10 via SFTP
19	Psychometrics	Grade correlation study	Delivered June 10 via SFTP
20	Psychometrics	STAAR EOC 100 point scale information	Delivered June 10 via SFTP
21	Psychometrics	List of current Texas Technical Advisory Committee Members and contact information	Delivered June 10 via SFTP
22	Administration Materials	Source files from the 2014-2015 test administration manuals and ancillary materials (DCCM, TAMs, SSI Manual, District Coordinator Packets, Answer Document Packing Lists, etc.)	Delivered June 12 via Hard Drive and June 23 via SFTP
23	Administration Materials	All 2014-2015 district communications sent by Pearson on behalf of TEA	Delivered June 23 via SFTP
24	Administration Materials	Inventory of DCCMs and STAAR EOC TAMs	September 1
25	Meetings Center	Current educator database	Delivered June 24 via SFTP
26	Warehouse	Processed answer documents (STAAR 3–8 retained for 1 year after reports, STAAR EOC retained for 10 years after reports)	September 1
27	Warehouse	Processed voided answer documents (retained for 1 year after reports)	September 1
28	Warehouse	Unused and secure returned materials from administrations (retained for 7 months after reports)	September 1
29	Warehouse	Archived raw materials (retained for 10 years after administration)	September 1
30	Reporting	STAAR Grades 3-8, STAAR EOC, STAAR Alternate 2, TELPAS, and TAKS: Final student data files from 2007-2008 through July 2015	Delivered June 05 thru July 01 via SFTP
		STAAR Grades 3-8 and STAAR EOC summer administration final student data files	August 31
		STAAR Grades 3-8 reposted final student data files	September 10
		2013-2015 Consolidated Accountability File data format	Delivered June 05 via SFTP
		Consolidated Accountability File requirements	Delivered June 08 via SFTP
		District and campus master files from TEA	Delivered June 05 via SFTP
		District and campus mater file explanations	Delivered June 15 via SFTP
		Student data file formats for all programs	Delivered June 05-08 via SFTP
		STAAR cumulative history file format	Delivered June 05 via SFTP
		STAAR answer document editing specifications	Delivered June 08 via SFTP
		2014-2015 PEIMS file information	Delivered June 10 via SFTP
		STAAR EOC and STAAR Grades 3-8 reporting students data file format source files	Delivered June 16 via SFTP
		2015 STAAR released test answer keys	Delivered June 17 via SFTP
		2015 STAAR student expectation files	Delivered June 17 via SFTP
STAAR EOC scoring, aggregation, and reporting requirements	Delivered June 17 via SFTP		
Texas organization global load and global extract layout	Delivered June 24 via SFTP		
31	Reporting	All past accountability files for STAAR program	Delivered July 01 via SFTP
		All past statewide files for STAAR program	Delivered July 01 via SFTP
		All past region files for STAAR program	July 31
		All past district files for STAAR program	July 31
		All state, region, and district files for summer 2015 test administrations and STAAR Grades 3-8 reposted data	Rolling Thru September 10
32	Reporting	Current Student Directory from Texas Data Warehouse (PEIMS ID, LN, FN, DOB, Demographics, Program Information) and data portal assessment data matched to PEIMS ID back to 2003	Delivered July 13 via SFTP
		Final transfer of Student Directory from Texas Data Warehouse (PEIMS ID, LN, FN, DOB, Demographics, Program Information) and data portal assessment data matched to PEIMS ID back to 2003	September 19
33	Reporting	Online student responses (STAAR 3-8 retained for 1 year after reports, STAAR EOC retained for 10 years after reports)	Delivered July 23 via SFTP
34	Reporting	Non-master files for STAAR EOC from spring and summer 2015 administrations	August 16
35	Reporting	Erasure analysis reports from previous test administrations	Delivered July 01 via SFTP
36	Reporting	PDF files of all STAAR administrations that have been posted	July 31



**Contract Transition and
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Appendix C

External Item Review Meetings Beyond August 31, 2015

External Item Review Meetings Beyond August 31, 2015

Program	Grade/Subject or Course	External Meeting	Item Sign-off
STAAR 3-8	6 Math	Sep 16-17	Oct 01
	7 Math	Sep 23-24	Oct 08
	7 Reading	Sep 10-11	Sep 28
STAAR Spanish	Span 3 Math*	Oct 05	Oct 19
	Span 4 Math*	Oct 06	Oct 20
	Span 5 Math A*	Sep 09	Sep 23
	Span 5 Math B**	Nov 04	Nov 18
	Span 5 Science*	Oct 07	Oct 21
	Span 3 Reading	Sep 02-03	Sep 17
STAAR EOC	Algebra II	Oct 05-06	Oct 20
	Biology A/B	Sep 29-30/Oct 1-2	Oct 16
	English II Reading A/B	Sep 8-9/Sep 10-11	Sep 25
	English III Reading	Sep 21-23	Oct 7
	English III Writing	Sep 29-30	Oct 14
	US History A/B	Sep 22-23/Sep 24-25	Oct 9

*Spanish transadaptations of the 2016 operational forms



**Contract Transition and
2015–2016 Implementation Plan**

Appendix D

2015 Item Development Closeout Schedule

State of Texas Assessments of Academic Readiness (STAAR®)
2015 Item Development Closeout Schedule

Assessment	External Review	TEA Item Signoff	Transferred to ETS
STAAR 3 Math	May 18-19, 2015	Jun 03, 2015	
STAAR 5 Science	Jun 09-10, 2015	Jun 24, 2015	Jul 23, 2015
STAAR 8 Math - A	Jun 09-10, 2015 (A)	Jun 26, 2015	
STAAR 8 Math - B	Jun 11-12, 2015 (B)	Jun 26, 2015	
STAAR 5 Reading - A	Jun 09-10, 2015 (A)	Jun 26, 2015	Jul 23, 2015
STAAR 5 Reading - B	Jun 11-12, 2015 (B)	Jun 26, 2015	Jul 23, 2015
STAAR 5 Math - A	Jun 16-17, 2015 (A)	Jul 06, 2015	
STAAR 5 Math - B	Jun 18-19, 2015 (B)	Jul 06, 2015	
STAAR 8 Social Studies	Jun 18-19, 2015	Jul 10, 2015	Jul 23, 2015
STAAR 3 Reading	Jun 25-26, 2015	Jul 13, 2015	Jul 23, 2015
STAAR 4 Math	Jul 01-02, 2015	Jul 16, 2015	
STAAR EOC English I Writing	Jul 23-24, 2015	Aug 07, 2015	
STAAR 8 Science	Jul 27-28, 2015	Aug 11, 2015	
STAAR Spanish 4 Writing	Jul 28-29, 2015	Aug 12, 2015	
STAAR EOC English I Reading - A	Jul 28-29, 2015 (A)	Aug 14, 2015	
STAAR EOC English I Reading - B	Jul 30-31, 2015 (B)	Aug 14, 2015	
STAAR EOC English II Writing	Aug 04-05, 2015	Aug 19, 2015	
STAAR 7 Writing	Aug 06-07, 2015	Aug 21, 2015	
STAAR 8 Reading - A	Aug 04-05, 2015 (A)	Aug 24, 2015	
STAAR 8 Reading - B	Aug 06-07, 2015 (B)	Aug 24, 2015	
STAAR 6 Reading	Aug 11-12, 2015	Aug 26, 2015	
STAAR 4 Writing	Aug 11-12, 2015	Aug 26, 2015	
STAAR EOC Algebra I - A	Aug 11-12, 2015 (A)	Aug 28, 2015	
STAAR EOC Algebra I - B	Aug 13-14, 2015 (B)	Aug 28, 2015	
STAAR 4 Reading	Aug 13-14, 2015	Aug 28, 2015	
STAAR Spanish 5 Reading	Aug 13-14, 2015	Aug 28, 2015	

State of Texas Assessments of Academic Readiness (STAAR®)
2015 Item Development Closeout Schedule

Assessment	External Review	TEA Item Signoff	Transferred to ETS
STAAR Spanish 3 Reading	Sep 02-03, 2015	Sep 17, 2015	
STAAR Spanish 5 Math - A	Sep 09, 2015	Sep 23, 2015	
STAAR Spanish 4 Reading	Sep 09-10, 2015	Sep 24, 2015	
STAAR EOC English II Reading - A	Sep 08-09, 2015 (A)	Sep 25, 2015	
STAAR EOC English II Reading - B	Sep 10-11, 2015 (B)	Sep 25, 2015	
STAAR 7 Reading	Sep 10-11, 2015	Sep 28, 2015	
STAAR 6 Math	Sep 16-17, 2015	Oct 01, 2015	
STAAR EOC English III Reading	Sep 21-23, 2015	Oct 07, 2015	
STAAR 7 Math	Sep 23-24, 2015	Oct 08, 2015	
STAAR EOC US History - A	Sep 22-23, 2015 (A)	Oct 09, 2015	
STAAR EOC US History - B	Sep 24-25, 2015 (B)	Oct 09, 2015	
STAAR EOC English III Writing	Sep 29-30, 2015	Oct 14, 2015	
STAAR EOC Biology - A	Sep 29-30, 2015 (A)	Oct 16, 2015	
STAAR EOC Biology - B	Oct 01-02, 2015 (B)	Oct 16, 2015	
STAAR Spanish 3 Math	Oct 05, 2015	Oct 19, 2015	
STAAR EOC Algebra II	Oct 05-06, 2015	Oct 20, 2015	
STAAR Spanish 4 Math	Oct 06, 2015	Oct 20, 2015	
STAAR Spanish 5 Science	Oct 07, 2015	Oct 21, 2015	
STAAR Spanish 5 Math - B	Nov 04, 2015	Nov 18, 2015	



**Contract Transition and
2015–2016 Implementation Plan**

Appendix E

2016 Test Construction Schedule

State of Texas Assessments of Academic Readiness (STAAR®)

2016 Test Construction Schedule

Program	Subject	Lang	Grade/ Course	Admin Month	Build Type	Owner	TEA Test Construction Start Date	Test to Forms Due by	Transferred to ETS
STAAR 3-8	Reading	E	5	3	New	Pearson	29-May	4-Sep	
STAAR 3-8	Reading	E	8	3	New	Pearson	4-Jun	4-Sep	
STAAR 3-8	Reading	S	5	3	New	Pearson	4-Jun	4-Sep	
STAAR 3-8	Mathematics	E	5	3	Refresh	Pearson	29-Jun	4-Sep	
STAAR 3-8	Mathematics	E	3	5	Refresh	Pearson	1-Jul	8-Sep	
STAAR 3-8	Science	E	5	5	New	Pearson	1-Jul	9-Sep	
STAAR 3-8	Mathematics	E	4	5	Refresh	Pearson	6-Jul	11-Sep	
STAAR 3-8	Reading	E	3	5	New	Pearson	6-Jul	11-Sep	
STAAR 3-8	Writing	E	4	3	New	Pearson	6-Jul	11-Sep	
STAAR 3-8	Writing	S	4	3	New	Pearson	6-Jul	11-Sep	
STAAR 3-8	Social Studies	E	8	5	New	Pearson	13-Jul	11-Sep	
STAAR 3-8	Mathematics	E	8	3	Refresh	Pearson	9-Jul	16-Sep	
STAAR 3-8	Reading	E	4	5	New	Pearson	13-Jul	18-Sep	
STAAR 3-8	Mathematics	E	6	5	Refresh	Pearson	14-Jul	21-Sep	
STAAR 3-8	Writing	E	7	3	New	Pearson	15-Jul	23-Sep	
STAAR 3-8	Mathematics	S	5	3	Refresh	Pearson	20-Jul	23-Sep	
STAAR 3-8	Mathematics	S	5	5	New	Pearson	28-Jul	23-Sep	
STAAR 3-8	Reading	E	6	5	New	Pearson	20-Jul	25-Sep	
STAAR 3-8	Reading	S	3	5	New	Pearson	20-Jul	25-Sep	
STAAR 3-8	Science	E	8	5	New	Pearson	22-Jul	29-Sep	
STAAR 3-8	Reading	S	4	5	New	Pearson	27-Jul	29-Sep	
STAAR 3-8	Reading	E	7	5	New	Pearson	23-Jul	30-Sep	
STAAR 3-8	Mathematics	E	7	5	Refresh	Pearson	27-Jul	30-Sep	
STAAR L 3-8	Mathematics	E	5	3	Refresh	ETS	20-Jul	9-Oct	
STAAR A 3-8	Mathematics	E	5	3	Refresh	ETS	20-Jul	9-Oct	
STAAR L 3-8	Mathematics	E	3	5	Refresh	ETS	22-Jul	13-Oct	
STAAR A 3-8	Mathematics	E	3	5	Refresh	ETS	22-Jul	13-Oct	
STAAR 3-8	Mathematics	E	5	5	New	ETS	5-Aug	13-Oct	
STAAR EOC	ELA	E	English I	3	New	ETS	7-Aug	15-Oct	
STAAR EOC	ELA	E	English II	3	New	ETS	13-Aug	15-Oct	
STAAR L 3-8	Mathematics	E	4	5	Refresh	ETS	27-Jul	16-Oct	
STAAR A 3-8	Mathematics	E	4	5	Refresh	ETS	27-Jul	16-Oct	
STAAR 3-8	Reading	S	5	6	New	ETS	10-Aug	16-Oct	
STAAR A 3-8	Writing	E	4	3	Refresh	ETS	11-Sep	16-Oct	
STAAR 3-8	Mathematics	S	3	5	Refresh	ETS	22-Jul	19-Oct	
STAAR A 3-8	Mathematics	E	5	5	Refresh	ETS	25-Aug	19-Oct	
STAAR L 3-8	Mathematics	E	5	5	Refresh	ETS	13-Oct	19-Oct	
STAAR 3-8	Mathematics	S	4	5	Refresh	ETS	27-Jul	20-Oct	
STAAR 3-8	Science	S	5	5	New	ETS	23-Jul	21-Oct	
STAAR L 3-8	Mathematics	E	8	3	Refresh	ETS	30-Jul	21-Oct	
STAAR A 3-8	Mathematics	E	8	3	Refresh	ETS	30-Jul	21-Oct	
STAAR 3-8	Reading	E	8	5	New	ETS	14-Aug	22-Oct	
STAAR 3-8	Mathematics	E	8	5	New	ETS	17-Aug	23-Oct	
STAAR L 3-8	Mathematics	E	6	5	Refresh	ETS	4-Aug	26-Oct	
STAAR A 3-8	Mathematics	E	6	5	Refresh	ETS	4-Aug	26-Oct	
STAAR EOC	Mathematics	E	Algebra I	5	New	ETS	21-Jul	29-Oct	
STAAR EOC	Mathematics	E	Algebra II		New	ETS	3-Aug	29-Oct	
STAAR EOC	Social Studies	E	US History	5	New	ETS	22-Jul	5-Nov	
STAAR EOC	Science	E	Biology	5	New	ETS	10-Aug	5-Nov	
STAAR EOC	Social Studies	E	US History	7	New	ETS	17-Aug	5-Nov	

State of Texas Assessments of Academic Readiness (STAAR®)

2016 Test Construction Schedule

Program	Subject	Lang	Grade/ Course	Admn Month	Build Type	Owner	TEA Test Construction Start Date	Test to Forms Due by	Transferred to ETS
STAAR L EOC	Mathematics	E	Algebra I	5	New	ETS	11-Aug	6-Nov	
STAAR A EOC	Mathematics	E	Algebra I	5	New	ETS	11-Aug	6-Nov	
STAAR L 3-8	Mathematics	E	7	5	Refresh	ETS	17-Aug	6-Nov	
STAAR A 3-8	Mathematics	E	7	5	Refresh	ETS	17-Aug	6-Nov	
STAAR A 3-8	Writing	E	7	3	Refresh	ETS	2-Oct	6-Nov	
STAAR 3-8	Reading	E	5	5	New	ETS	2-Sep	10-Nov	
STAAR A 3-8	Mathematics	E	8	5	Refresh	ETS	4-Sep	10-Nov	
STAAR L 3-8	Mathematics	E	8	5	Refresh	ETS	22-Oct	10-Nov	
STAAR EOC	ELA	E	English III		New	ETS	21-Aug	18-Nov	
STAAR EOC	ELA	E	English I	7	New	ETS	28-Aug	18-Nov	
STAAR A EOC	ELA	E	English I	3	Refresh	ETS	14-Oct	18-Nov	
STAAR A EOC	ELA	E	English II	3	Refresh	ETS	14-Oct	18-Nov	
STAAR EOC	Mathematics	E	Algebra I	7	New	ETS	27-Aug	19-Nov	
STAAR EOC	ELA	E	English II	7	New	ETS	4-Sep	9-Dec	
STAAR EOC	Science	E	Biology	7	New	ETS	16-Sep	10-Dec	
STAAR A EOC	ELA	E	English I	7	Refresh	ETS	18-Nov	23-Dec	
STAAR EOC	Mathematics	E	Algebra I	12	New	ETS	5-Oct	13-Jan	
STAAR A EOC	ELA	E	English II	7	Refresh	ETS	9-Dec	13-Jan	
STAAR L EOC	Mathematics	E	Algebra I	12	New	ETS	8-Sep	29-Jan	
STAAR L EOC	Science	E	Biology	12	New	ETS	8-Sep	29-Jan	
STAAR L EOC	Social Studies	E	US History	12	New	ETS	8-Sep	29-Jan	
STAAR A EOC	ELA	E	English I	12	New	ETS	8-Sep	29-Jan	
STAAR A EOC	ELA	E	English II	12	New	ETS	8-Sep	29-Jan	
STAAR A EOC	Mathematics	E	Algebra I	12	New	ETS	8-Sep	29-Jan	
STAAR A EOC	Science	E	Biology	12	New	ETS	8-Sep	29-Jan	
STAAR A EOC	Social Studies	E	US History	12	New	ETS	8-Sep	29-Jan	
STAAR A 3-8	Reading	E	5	3	Reuse		Reuse	24-Aug	
STAAR A 3-8	Reading	E	3	5	Reuse		Reuse	26-Aug	
STAAR A 3-8	Reading	E	4	5	Reuse		Reuse	31-Aug	
STAAR A 3-8	Reading	E	8	3	Reuse		Reuse	3-Sep	
STAAR A 3-8	Reading	E	6	5	Reuse		Reuse	8-Sep	
STAAR L 3-8	Science	E	5	5	Reuse		Reuse	18-Sep	
STAAR L 3-8	Science	E	8	5	Reuse		Reuse	18-Sep	
STAAR L 3-8	Social Studies	E	8	5	Reuse		Reuse	18-Sep	
STAAR A 3-8	Science	E	5	5	Reuse		Reuse	18-Sep	
STAAR A 3-8	Science	E	8	5	Reuse		Reuse	18-Sep	
STAAR A 3-8	Social Studies	E	8	5	Reuse		Reuse	18-Sep	
STAAR A 3-8	Reading	E	7	5	Reuse		Reuse	21-Sep	
STAAR 3-8	Reading	S	5	5	Reuse		Reuse	23-Sep	
STAAR 3-8	Mathematics	S	5	6	Reuse		Reuse	23-Sep	
STAAR A 3-8	Reading	E	5	5	Reuse		Reuse	29-Sep	
STAAR A 3-8	Reading	E	8	5	Reuse		Reuse	9-Oct	
STAAR 3-8	Reading	E	5	6	Reuse		Reuse	6-Nov	
STAAR 3-8	Reading	E	8	6	Reuse		Reuse	6-Nov	
STAAR L 3-8	Mathematics	E	5	6	Reuse		Reuse	6-Nov	
STAAR L 3-8	Mathematics	E	8	6	Reuse		Reuse	6-Nov	
STAAR L EOC	Science	E	Biology	5	Reuse		Reuse	6-Nov	
STAAR L EOC	Social Studies	E	US History	5	Reuse		Reuse	6-Nov	
STAAR A 3-8	Mathematics	E	5	6	Reuse		Reuse	6-Nov	
STAAR A 3-8	Mathematics	E	8	6	Reuse		Reuse	6-Nov	

State of Texas Assessments of Academic Readiness (STAAR®)

2016 Test Construction Schedule

Program	Subject	Lang	Grade/ Course	Admin Month	Build Type	Owner	TEA Test Construction Start Date	Test to Forms Due by	Transferred to ETS
STAAR A 3-8	Reading	E	5	6	Reuse		Reuse	6-Nov	
STAAR A 3-8	Reading	E	8	6	Reuse		Reuse	6-Nov	
STAAR A EOC	Science	E	Biology	5	Reuse		Reuse	6-Nov	
STAAR A EOC	Social Studies	E	US History	5	Reuse		Reuse	6-Nov	
STAAR 3-8	Mathematics	E	5	6	Reuse?		Reuse?	6-Nov	
STAAR 3-8	Mathematics	E	8	6	Reuse?		Reuse?	6-Nov	
STAAR EOC	Science	E	Biology	12	Reuse		Reuse	20-Nov	
STAAR EOC	Social Studies	E	US History	12	Reuse		Reuse	20-Nov	
STAAR EOC	ELA	E	English I	12	Reuse		Reuse	9-Dec	
STAAR EOC	ELA	E	English II	12	Reuse		Reuse	16-Dec	
STAAR L EOC	Mathematics	E	Algebra I	7	Reuse		Reuse	18-Dec	
STAAR L EOC	Science	E	Biology	7	Reuse		Reuse	18-Dec	
STAAR L EOC	Social Studies	E	US History	7	Reuse		Reuse	18-Dec	
STAAR A EOC	Mathematics	E	Algebra I	7	Reuse		Reuse	18-Dec	
STAAR A EOC	Science	E	Biology	7	Reuse		Reuse	18-Dec	
STAAR A EOC	Social Studies	E	US History	7	Reuse		Reuse	18-Dec	

