



TEXAS EDUCATION AGENCY
William B. Travis Building
1701 North Congress Avenue
Austin, Texas 78701-1494

REQUEST FOR PROPOSAL (RFP)

RFP No.: 701-10-004

Production of Braille Textbook Copies for Texas Public Schools

Authorized by TEC § 31.028

PROPOSAL DELIVERY LOCATION:

Purchasing & Contracts Division
Texas Education Agency
1701 N. Congress Ave., Rm. 2-125
Austin, TX 78701-1494
(512) 463-9041

REFER INQUIRIES TO:

Norma Barrera
Purchasing and Contracts Division
Norma.barrera@tea.state.tx.us

**WITHOUT EXCEPTION - PROPOSAL MUST BE TIME AND DATE STAMPED BY THE TEA
PURCHASING & CONTRACTS DIVISION BEFORE:
Tuesday, September 1, 2009, 2:00 P.M., Central Daylight Time (CDT)**

Pursuant to the Provisions of the Texas Government Code Title 10 Subtitle D Chapter 2156.121 – 2156.127, sealed proposals will be received until the date and time established for receipt. After receipt, names, prices and other proposal details may only be divulged after award of a contract, if a contract is awarded. The award notice will be posted to the electronic state business daily at <http://esbd.cpa.state.tx.us/>

Pursuant to Chapter 2155.131 of the Texas Government Code and House Bill 3560, the Office of the Comptroller of Public Accounts has delegated authority to the Texas Education Agency to conduct this Request for Proposal and to award a contract for the purposes stated herein.

All written requests for information will be communicated to all applicants known to the agency.

All proposals shall become the property of the State of Texas upon receipt.

All proposals must be delivered to the Texas Education Agency Purchasing & Contracts as required by the instructions within this request. All addenda to and interpretation of this solicitation shall be in writing. The State shall not be legally bound by an addenda or interpretation that is not in writing.

Contractor understands and agrees that no public disclosures or news releases pertaining to this RFP, subsequent award, or any results or findings based on information provided or obtained to fulfill requirements of this RFP shall be made without prior written approval of TEA.

NOTE: Failure to formalize the terms of the proposal by signing the Execution of Offer will result in disqualification of the offer contained within the bid package. Proposers must indicate any General Provisions terms that are not feasible with the submission of the proposal to this RFP. If a proposal is signed and submitted without including a specific identification of all General Provisions that are not feasible, TEA will not negotiate the General Provisions.

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REQUEST FOR PROPOSAL

Production of Braille Textbook Copies for Texas Public Schools

SECTION ONE INTRODUCTION AND PURPOSE

1.1 PURPOSE OF THE REQUEST FOR PROPOSAL (RFP)

It is the intent of the Texas Education Agency (TEA) to solicit proposals for copying (i.e., embossing), binding, and delivery of Braille textbooks to Texas public schools in accordance with all requirements stated herein. ***NEW REQUIREMENTS ARE SHOWN IN ITALICIZED, BOLD, CAPITAL PRINT.*** Proposers selected for contracts will be responsible for producing Braille copies of instructional materials adopted by the State Board of Education (SBOE) in November 2009 under Proclamation 2010. These materials are also designated in this request for proposal (RFP). Contractors will be responsible for reproducing additional instructional materials in Braille on demand. These include previously adopted teacher editions, student editions and ***INSTRUCTIONAL MATERIALS THAT MAY BE ADOPTED BY THE SBOE UNDER MIDCYCLE 2010 PROCLAMATION IN JANUARY 2010 AND ASSIGNED TO THE CONTRACTOR BY THE AGENCY.*** Proclamation 2010 and Midcycle 2010 Proclamation have been posted on the Instructions Materials and Educational Technologies website at <http://ritter.tea.state.tx.us/textbooks/proclamations/index.html>.

Eligible proposers include nonprofit organizations, regional education service centers, and private companies.

1.2 BACKGROUND INFORMATION

The Texas Education Code, Section 31.028 authorizes the State Board of Education (SBOE) to purchase special textbooks for the education of blind and visually impaired students in public schools. In addition, for a teacher who is blind or visually impaired, the board shall provide a teacher's edition in Braille, as requested by the teacher, for each textbook the teacher uses in the instruction of students. The teacher edition must be available at the same time the student textbooks become available.

The publisher of an adopted textbook shall provide the agency with computerized textbook files for the production of Braille textbooks or other versions of textbooks to be used by students with disabilities, on request of the State Board of Education. A publisher shall arrange computerized textbook files in the format specified by the State Board of Education. Computer files have been requested for student edition instructional materials as shown in Attachment V. Student edition materials include all student materials that are adopted under a particular program including handbooks and workbooks. Publishers are not required to provide computer files for blackline masters or materials that have not been adopted.

The textbooks must be acquired in accordance with Chapter 31, Subchapter B, State Funding, Adoption, and Purchase, of the *Texas Education Code* and by any applicable rule adopted by the board.

1.3 CONTRACT TERM/OPTION TO EXTEND

Contracts awarded will be in effect for the entire adoption period plus any additional number of years needed to coincide with readoptions required by the State Board of Education (SBOE). The

term of any contract resulting from this RFP shall be from contract award until August 31, 2016, a six (6) year term with the option to renew as required by the SBOE.

1.4 BUDGET

The proposer's budget will be represented by the proposed production package prices. Proposers will use the Proposer's Price Worksheets to calculate the proposed production package price. Proposed prices must be reasonable and should be recorded on the Proposer's Price Worksheet at Attachments L, M, N, O and P, as appropriate. Pricing will be evaluated and scored according to the scale shown in Attachment V.

1.5 PROJECT DESCRIPTION AND REQUIREMENTS

The State Board of Education (SBOE) is authorized to acquire, purchase, and contract for free instructional materials for the education of blind and visually impaired public school students. Local school districts submit orders for Braille materials to the agency, which manages acquisition from producers. Teachers who are blind or visually impaired are provided with Braille type teacher materials to accompany materials the teacher use in the instruction of students. Publishers are required to provide the agency with computerized files for rapid production of adopted Braille instructional materials whenever such files are requested by the SBOE.

1.5.1 Purpose of Project and Special Considerations

TEA seeks to ensure that it purchases quality Braille textbooks, delivered to students who are visually impaired in the most timely manner, at the most economical price, regardless of the source, private or public.

Proposers selected for production of Braille copies will be responsible for satisfactorily performing the complete array of activities needed to deliver Braille textbooks to school districts. Each selected proposer will be responsible for copying Braille textbooks and distributing them to school districts.

The adopted textbooks to be reproduced in Braille have been arranged into five (5) production packages of various sizes. These are designated Packages A, B, C, D, and E. Package content summaries are shown at Attachments G, H, I, J, and K respectively. Each package will be reviewed and scored by an independent panel of Braille experts. Points for factors common to all proposals, such as the management component and quality of task/activity plan, will be applied consistently across all proposals submitted by an individual proposer. TEA reserves the right to decide the number of packages contracted to each applicant. For example, all five packages could be awarded to one applicant or five applicants could be awarded one package each or any combination thereof. A listing of the programs submitted for adoption is shown at Attachment V.

Contracts shall correspond to those awarded to publishers upon adoption. Such contracts shall be subject to readoptions required by the State Board of Education.

Textbooks which are ordered by the Agency by July 5th of a given year must be delivered to school districts not later than four weeks after the date. These deadlines are based on receipt of the entire master Braille files from the braille unit by June 18, 2008.

Braille textbooks produced for the Agency shall be free of defects and are subject to recall by the Agency. It shall be the prerogative of the Agency to institute a recall. Some examples of situations which would cause the Agency to issue a recall are:

- Binders falling apart or pages falling out of the binders.

- Pages missing from the textbook.
- Textbook missing text or graphics.
- Textbook cover and textbook contents do not match.
- Textbook contains crushed Braille dots.

Production contracts will allow for penalties to be imposed on the contractor by TEA for untimely delivery of instructional materials or delivery of materials which do not meet the specifications in Attachment S or which are of lesser quality than Braille samples which were submitted by producers when they submitted their proposals. Penalties may be imposed by the State Board of Education for the same contractual violations and for the same type or comparable errors found in printed textbooks (The Texas Administrative Code, Title 19, Section 66.10). Failure to follow braille standards will be treated as failure to correct errors.

1.5.2 Functions of Contractor

Proposers that are selected to receive contracts are responsible for the following specific functions:

- A. Making reproductions from these masters as requested by TEA.
- B. Delivering copies to school districts as requested by TEA
- C. Storing the Braille masters (formatted Braille files and graphics masters) for the term of the contract. Additionally, selected proposers shall maintain environments which preserve the Braille masters without damage. If Braille masters of textbooks in adoption are damaged or destroyed, producers are responsible for replacing the masters at selected proposer's expense. It is up to proposers to decide how long to maintain titles which have gone out of adoption in Texas. If a contract is terminated before affected textbooks go out of adoption in Texas, the comparable Braille masters shall be released to TEA or its designee. The publisher-provided files are the exclusive property of the Texas Education Agency and must be used only as directed by TEA.
- D. Furnishing the facility, personnel, equipment, and supplies needed to emboss copies; bind copies; and conduct final quality checks and ship copies.

SECTION TWO GENERAL INSTRUCTIONS AND STANDARD PROPOSAL REQUIREMENTS

All proposals submitted in response to this RFP must meet the following conditions in order to be considered. Failure to meet these conditions shall result in disqualification of the proposal and the proposal shall receive no further consideration. To be considered for funding, proposers must provide the following:

- A. A clear, specific, detailed written explanation of how each of the functions listed in Section 1.5.2 above will be accomplished.
- B. Sample(s) of the proposer's best Braille copying. The quality of the Braille samples submitted must reflect the quality of the Braille textbooks routinely produced by the proposer. These samples must be prepared in accordance with the specifications in Attachment S and the instructions below. Specifically, ten (10) Braille copies of the following materials:

Prentice Hall Literature, Grade 7 (Texas Edition), Contributing Authors: Grant Wiggins, Jeff Anderson, Maria V. Balderrama, Arentha F. Ball, Sheridan blau, William G. Brozo, Doug Buehl, Jim Cummins, Harvey Daniels, Jane Fever, Danling Fu, Kelly Gallagher, Sharroky Hollie, Donald J. Leu, and John Scieszka, Pearson Education, Inc., publishing as Prentice Hall, ISBN 9780133684414, copyright 2011, pages vii, liv-lvii and 1-32 (part of table of contents and part of Unit 1). Label volume "Volume 1 of 43".
- C. The samples will be brailled and copied in double-sided (interpoint) format and submitted in bindings representative of what the producer intends to use for fulfillment of the contract. The Instructional Materials and Educational Technology Division will provide two (2) copies of the printed textbook models to each prospective bidder that requests them.
- D. A comprehensive listing of the Braille reproduction equipment and software available to the proposer and his/her subcontractors for implementation of the proposal including graphics programs, work flow and equipment configuration diagrams.
- E. A statement that the producer or subcontractor has at least two Library of Congress (i.e., National Library Service) certified literary braillists who will perform a quality control function on-site at the reproduction facility during the contract term. Copies of the certificates must be provided with the proposal.
- F. A statement that each and every volume reproduced shall be inspected by the proposers for compliance with specifications and accuracy of reproduction.
- G. A statement that the producer has access to an experienced teacher certified to teach Braille to students with visual impairments who will assist in reviewing the quality of Braille reproductions.
- H. Documentation establishing that the contractor regularly evaluates the skills of its transcribers and documentation establishing that transcribers have participated in nationally-recognized Braille production training sessions during the last 36 months.
- I. A completed HUB Subcontracting Plan which lists any proposed subcontractors, including HUBs.
- J. An indication of the maximum number and the minimum number of Braille pages that the proposer seeks to produce per this RFP.

- K. A priority listing of the specific packages that the proposer seeks to produce per this RFP.
- L. A statement that if selected for a contract the proposer agrees to use the Educational Materials/Educational Materials for the Visually Impaired (EMAT/EVI) System to transact business with the Agency. EMAT/EVI automates many of the processes involved in the ordering, master production, and shipping of braille textbooks. Selected contractors must obtain a computer sign-on ID and password from the Agency. The Agency will provide instructions and guidance to the contractor on use of the EMAT/EVI system. The contractor will enter braille copy shipment online via a secured web browser interface.

2.1 PROPOSAL SUBMISSION, DATE, AND TIME

WITHOUT EXCEPTION - PROPOSAL MUST BE TIME AND DATE STAMPED BY THE TEA PURCHASING & CONTRACTS BEFORE:

Tuesday, September 1, 2009 - 2:00 P.M., Central Daylight Time (CDT)

Proposals must be submitted in a sealed envelope (or box as appropriate) with the proposer's name, RFP number, and closing date prominently visible on the envelope/package. If multiple envelopes/boxes are used, the proposer should indicate on the package "*specific item # of total # of items.*"

Facsimile transmissions (FAX) of proposals will not be accepted under any circumstances.

Proposers must sign the "Execution of Offer, Affirmation of Terms and Conditions, and Proposal Preferences" instrument (Attachment B). By signing, the Proposer or the Proposer's legally authorized agent affirms that the all statements within the proposal are true and correct. Discovery of any false statement in the proposal is a material breach and shall void the submitted proposal or any resulting contracts and Proposer shall also be removed from all vendor lists maintained by the state of Texas.

2.1.1 Receipt of Proposals

To be eligible to be considered for funding, proposals must be received in the TEA's Purchasing & Contracts Division (PCD) on or before 2:00 P.M. (CDT) on the closing date as specified in the Request for Proposal. In establishing the time and date of receipt, the Commissioner of Education will rely solely on the time/date stamp of the Purchasing & Contracts Division.

Method of Submittal

Regardless of the method of submitting the proposal—United States Postal Service (USPS), United Parcel Service, Federal Express or any other delivery service—the **proposal must be received in the agency's Purchasing & Contracts Division by 2:00 P.M. (CDT) on or before the closing date in order to be considered.**

Note: TEA WILL NOT accept a USPS postmark and/or round validation stamp, mail receipt with the date of mailing stamped by the USPS, a dated shipping label, invoice or receipt from a commercial carrier, or any other documentation as proof of receipt of any proposal. Proposers are advised that TEA assumes no responsibility, due to any circumstances, for the receipt of a proposal after the deadline time and date established in this RFP.

2.1.2 Purchasing & Contracts Division (PCD)

TEA's PCD is open Monday through Friday, 8:00 A.M. to 5:00 P.M., excluding holidays. Proposals will not be considered if received in PCD after 2:00 P.M. (Central Time) on the closing date. PCD is located on the 2nd floor of the William B. Travis Bldg, 1701 N. Congress (at 17th St. and N. Congress, two blocks north of the Capitol) in Rm. 2-125, Austin, TX 78701-1494. The mailing address is:

Purchasing & Contracts Division, Rm. 2-125
Texas Education Agency

William B. Travis Bldg.
1701 N. Congress Ave.
Austin, TX 78701-1494

2.1.4 **Number of Copies of Proposal**

Twelve (12) copies of the proposal must be submitted. The required number of copies of the proposal must be received in the TEA Purchasing & Contracts by 2:00 P.M. on the established deadline date. Failure to meet this condition shall result in disqualification of the proposal and the proposal shall receive no further consideration.

Photocopying is not available at TEA.

Additions or replacements to the proposal will not be accepted after the closing date for receiving the proposal in the Purchasing & Contracts of the Texas Education Agency.

2.1.5 **Intent to Submit Proposal**

All prospective proposers should notify the Texas Education Agency in writing of their intent to submit a proposal (Attachment A) by August 7, 2009, to the TEA Purchasing and Contracts Division via email norma.barrera@tea.state.tx.us or by FAX (512) 475-1706. Failure to notify the Agency of the intent to submit a proposal will not disqualify the proposer from submitting a proposal.

2.2 **EXPECTED SEQUENCE OF EVENTS/CRITICAL DATES**

DATE	EVENT
Wednesday, July 29, 2009	Publication of Request for Proposals in the electronic state business daily at http://esbd.cpa.state.tx.us/ and the TEA website: http://ritter.tea.state.tx.us/tea/ProcOpp.html
Tuesday, August 7, 2009	Notice of Intent to submit a proposal is due in the TEA Purchasing & Contracts Division by date & time
Monday, August 24, 2009	Last day to submit written questions about the RFP to TEA, no later than 5:00 P.M., CDT
Tuesday, September 1, 2009	Proposal is due in the Purchasing & Contracts 2:00 P.M., CDT
September 1 – November 20, 2009	Evaluation process, oral presentations, and negotiations after approval by the State Board of Education
Monday, January 11, 2010	Beginning date of contract and commencement of work
August 31, 2016	Ending date of contract and final product submitted to the TEA with final billing

It should be noted that all of these dates except the final completion date may vary slightly as conditions require.

2.3 **QUESTIONS RECEIVED PRIOR TO OPENING OF PROPOSALS**

Any person wishing to obtain clarifying information about this request for proposal may contact:

Norma Barrera

Norma.barrera@tea.state.tx.us

Fax: (512) 475-1706

Written documentation (email) of all vendor questions is required.

2.3.2 **Requests for Additional Information**

In order to assure that no prospective proposer may obtain a competitive advantage because of acquisition of information unknown to other prospective proposers, any additional information, that is different from or in addition to, information provided in the Request for Proposal or at the Proposer's Conference will be provided only in response to written inquiries. Copies of all such inquiries and the written answers will be posted as an addendum to the Request for Proposal at the Electronic State Business Daily at <http://esbd.cpa.state.tx.us/> and the TEA website. The

addendum will be updated as needed on a weekly basis while the RFP is advertised. **NO PHONE INQUIRIES WILL BE ACCEPTED.**

If respondents do not have Internet access, copies may be obtained through the point of contact listed in this RFP. Upon publication of this RFP, besides written inquiries as described above, employees and representatives of TEA will not answer questions or otherwise discuss the contents of the RFP with any potential vendor or their representatives. If a potential vendor fails to observe this restriction, that vendor's response to this RFP may be disqualified. This restriction does not preclude discussions for the purpose of conducting business unrelated to this RFP.

TEA will not be bound by any communication with Respondents other than the written addenda issued by the Agency.

Except as provided in Section 2.3.1, all inquiries for information must be made in writing (email or fax) to the Purchasing and Contracts Division, Attention: Norma Barrera, Email: norma.barrera@tea.state.tx.us or fax 512-475-1706.

2.4 STANDARD PROPOSAL REQUIREMENTS

- A. Proposals that address only part of the requirements contained in this Request for Proposal may be considered non-responsive.
- B. Texas Education Agency reserves the right to reject any and all proposals and to negotiate portions thereof.
- C. The selected proposal may not necessarily be funded for the full proposal price if the Agency determines that a different price is more appropriate. The budget submitted by the proposer is subject to negotiation by the Texas Education Agency.
- D. Texas Education Agency reserves the right to select the proposal containing the best proposal considering the outcomes desired. The proposer shall furnish such additional information that the Agency may reasonably require.
- E. The contractor must work with the Agency staff to clarify the design of the materials, project design, project activities, and/or other products, and modify these items if necessary.

2.5 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

The TEA will not be liable for any costs incurred in the preparation and submittal of a proposal.

2.6 DISCLOSURE OF PROPOSAL CONTENT

After contract award, proposals are subject to release under the Texas Government Code, Chapter 552, Public Information Act. Proposers must indicate on their proposal cover if their submission contains proprietary information. It is recommended that a proposer identify the specific sections within the proposal that it considers proprietary.

2.7 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PLAN

It is the policy of the TEA to promote and encourage contracting and subcontracting opportunities for HUBs in all contracts. Accordingly, TEA has adopted the Policy on Utilization of HUBs. If the TEA determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan (HSP) is a required element of the Proposal. Failure to submit a required HUB Subcontracting Plan may result in rejection of the Proposal.

Statement of Probability – TEA has determined that subcontracting opportunities may be probable in connection with this procurement. Therefore, if you are subcontracting any portion of the work please submit an HSP as a part of the response. The respondent shall develop and administer the HSP as a part of the respondent's Proposal in accordance with the TEA Policy on Utilization of HUB and state law. Proposer must make a good faith effort and solicit a minimum of

three historically underutilized businesses that they cannot complete with their own staff and resources.

- All Proposers are required to submit a HUB Subcontracting Plan (HSP) for this RFP (Attachment C).
- If the proposer is a HUB, a HSP is still required in order to identify the percentage of the work to be performed by subcontractors (Attachment C).
- If the proposer (HUB or non HUB) is not subcontracting any portion of the work, the Self Performance portion of the HSP must be completed and returned with the proposal response (Attachment C).

The HUB subcontracting goal for this procurement is 33% **minority and/or woman owned business participation**.

The HSP will be incorporated into the contract between the TEA and the selected proposer. Contractors are encouraged to collaborate with TEA to develop mentor protégé opportunities. Under TAC Title 34, §20.14, a proposer's participation in a Mentor Protégé Program under TGC §2161.065, and the submission of a protégé as a subcontractor in the HUB subcontracting plan constitutes a good faith effort for the particular area to be subcontracted with the protégé.

Proposals that are required to submit an HSP and fail to submit an HSP will be rejected for noncompliance with the advertised contract specifications.

The selected proposer shall submit a monthly report during the term of a contract whether payments were made or not to subcontractors. The proposer awarded the contract will be responsible for maintaining business records documenting compliance to the TEA HUB Office. The Progress Assessments Report (PAR) is due no later than the 15th day of the following month. Reports may be submitted electronically or by fax.

2.7.1 How to Find Texas Certified HUBs for Subcontracting Opportunities

Use the Comptroller Centralized Master Bidders List (CMBL)/HUB Directory (make sure to check both "HUBs not on the CMBL" and "HUBs on the CMBL")

1. Open <http://www2.cpa.state.tx.us/cmb/cmbhub.html>.
2. **Search:** ☉ HUBs on CMBL & HUBs not on the CMBL.
3. **Selection 1:**
Class Code: # 710-92 Books and Reading Devices for the Vision Impaired
Class Code: # 966-76 Printing on Demand
4. Click **Submit Search**.

Proposers who are certified as a HUB with the State of Texas are encouraged to submit a proposal for the services requested in this RFP.

2.8 CONFLICT OF INTERESTS

A proposer will not be selected if it has a conflict of interest that will or may arise during the performance of its obligations under the contract. For this reason, Proposer's response to this RFP must disclose all business interest and all relationships that could reasonably be considered to pose possible conflicts of interest in the proposer's performance of contract obligations. In addition, Proposers must represent and warrant in its response to this RFP and in the contract that in the performance of services under the contract, (1) proposer does not have and will not have any actual or potential conflict of interest, and (2) proposer will take whatever reasonable actions may be necessary and prudent to avoid even the appearance of impropriety.

SECTION THREE PROPOSAL FORMAT AND CONTENT

3.1. PROPOSAL FORMAT AND CONTENT

Proposals must be written entirely on 8 ½" X 11" white paper and must be limited to 50 pages not including appendices and attachments. Proposals should be stapled in the top left corner or if bound may be bound in no more than a 3-ring binder. Proposals must be submitted in a manner which does not carry any benefit, keepsake, or value for members of the review panel.

3.1.1 Proposal Cover Page

Proposals should include a cover page, which clearly states the name of the firm or organization and the name, position, and telephone number of the proposer's project administrator who may be contacted regarding the proposal (Attachment D).

3.1.2 Response Checklist

This checklist is to assist proposers in ensuring that all information is included in their response. Proposers must refer to the appropriate section of the RFP for detailed information on the following.

<input type="checkbox"/>	RFP Cover Sheet	Sec. 3.1.1/Attachment D
<input type="checkbox"/>	Understanding of the Project and Methodology	Sec. 3.2
<input type="checkbox"/>	Management Plan	Sec. 3.3
<input type="checkbox"/>	Cost Proposal	Attachments L, M, N, O & P
<input type="checkbox"/>	Proposer's Financial Responsibility	Sec. 3.6
<input type="checkbox"/>	Evaluation Criteria	Sec. 3.7
<input type="checkbox"/>	Signed Execution of Offer, Affirmation of Terms and Conditions, and Proposal Preferences	Attachment B
<input type="checkbox"/>	HUB Subcontracting Plan (HSP), if applicable	Attachment C

Failure to return all information on the checklist may disqualify the proposal.

3.2. UNDERSTANDING OF THE PROJECT AND METHODOLOGY

The proposer must describe clearly, specifically, and as completely as possible, the methodology for carrying out the objectives and requirements of the project as described in this RFP.

The proposal must describe the project design, project activities, materials, and other products, services, and reports to be generated during the contract period and relate them to the stated purposes and specifications described in the Request for Proposal. Technical evidence relating to the proposer's ability to perform the proposed services must be appended to the proposal. Failure to meet these conditions shall result in disqualification of proposal and the proposal shall receive no further consideration.

3.3. MANAGEMENT PLAN FOR THE PROJECT

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

- Structure of the organization
- Indications of the ability to perform the tasks described in section 1.5.
- Evidence that the proposer has gained experience through working on similar projects. The name of the agency or agencies served must be cited, the kinds of activities that were performed by the proposer must be described, and the name and phone number of a contact person from each employing agency must be provided;
- Names of staff member(s) who will direct the overall project throughout the duration of the contract as well as those of staff members who will coordinate major activities during each

phase of the contract, and the time allocations that the personnel described will devote to fulfillment of the contract. (An appendix to the proposal must contain resumes of project staff members.) If the resumes include references, the references will not be considered in the review. Names given as references must not affect the scoring of the proposal in any way. In addition, no employees of TEA can be listed in the proposal as references. They may be listed in a memo transmitting the proposal, but not in the proposal. If the proposer plans to use external consultants or subcontractors, a staff organization and resumes of consultants and/or subcontractors must be included.

- Proposers shall submit an explanation of all quality control procedures. The explanation shall reflect, but is not necessarily limited to, the following:
 1. A statement that the producer or subcontractor has at least two Library of Congress (i.e., National Library Service) certified literary brailleists, who will perform a quality control function on-site at the production facility. Copies of the brailleists' certificates must be attached.
 2. A statement that the producer has access to an experienced teacher certified to teach Braille to students with visual impairments who will assist in reviewing the quality of Braille reproductions.
 3. Documentation establishing that the contractor regularly evaluates the skills of its transcribers and documentation establishing that transcribers have participated in nationally-recognized Braille production training sessions during the last 36 months.
 4. A statement that each and every volume reproduced shall be inspected by the proposers for compliance with specifications and accuracy of reproduction.

3.4. TASK ACTIVITY PLAN

For the first production year, the proposer must specify to the degree possible the tasks and activities which are to be undertaken for each package submitted. Timelines showing beginning and ending dates for each major task are to be included, as well as the name(s) of person(s) responsible for each task. Time frames must be logical and appropriate to complete all activities within the beginning and ending dates of the contract. The beginning date to start brailleing may fluctuate depending on extraneous circumstances such as late receipt of Braille files. The ending dates will be adjusted by TEA.

3.5. COST PROPOSAL

The proposer's budget will be represented by the proposed production package prices. The proposer will use the Proposer's Price Worksheets to calculate the proposed production package price. Proposed prices must be reasonable and should be recorded on the Proposer's Price Worksheet at Attachments L, M, N, O and P.

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

3.6. PROPOSER'S FINANCIAL RESPONSIBILITY

All private sector companies, individuals, or non-profit organizations are required to submit prior to award indicators of financial stability. For example:

- a. Private companies must submit their most recent audited financial statement or a certified public accountant-compiled financial report;
- b. Nonprofits must submit an audited financial statement, a certified public accountant-compiled financial report, or similar document; and

- c. Individuals must submit those documents which depict their financial stability, such as an audited proprietorship financial statement, statement from a certified public accountant or banker, or a statement from vendors or suppliers.

Nonprofit organizations are also required to submit proof of nonprofit status. A proposer may show that it is a nonprofit organization by any of the following means:

- a. A copy of a letter from the Internal Revenue Service recognizing that contributions to the organization are tax deductible under Section 501(c)(3) of the Internal Revenue Code;
- b. A statement from a state taxing body or the state attorney general certifying that the organization is a nonprofit organization operating within the state and that no part of its net earnings may lawfully benefit any private shareholder or individual;
- c. A certified copy of the proposer's certificate of incorporation or similar document if it clearly establishes the nonprofit status of the proposer; or
- d. Any item described above if that item applies to a state or national parent organization, together with a statement by the parent organization that it is a local nonprofit affiliate.

Failure to meet this condition if requested shall result a non-award and the proposal shall receive no further consideration. TEA will commence negotiations with the next high point proposer.

3.7. EVALUATION CRITERIA

Criteria upon which the proposer feels its processes, products, and services may be evaluated by the proposer and by the Texas Education Agency Project Administrator must be stated. The proposer should include specific standards for measuring the quality of services and products provided.

TEA will evaluate proposals according to the selection criteria specified in Section 4.2 of this Request for Proposal.

SECTION FOUR REVIEW OF PROPOSALS

4.1. REVIEW OF PROPOSALS

Proposals will be reviewed to determine if they meet the requirements specified in the RFP. To review proposals and make recommendations to the Agency, an independent panel of Texas teachers of the visually impaired and recognized experts on Braille production will be employed. Each package submitted by a proposer will be reviewed and scored separately. The review panel will recommend selection of proposers based on evaluation of the producer's detailed proposals including Braille textbooks samples. The Braille textbook sample will be evaluated for conformance to the specifications at Attachment S.

The recommendations of the review panel will be assembled and presented to the Commissioner of Education who will, as authorized by the State Board of Education (SBOE), either:

1. Concur with the review panel's recommendations in whole or in part;
2. Not concur with the review panel's recommendations, or
3. Defer action on the review panel's recommendations for such reasons as a requirement for further evaluation.

The Commissioner of Education will then submit his recommendations to the SBOE for final action.

Texas Education Agency will notify each proposer in writing of the selection or non-selection for funding. Additional copies of proposals **not selected for funding** will be destroyed unless the proposer notifies the Texas Education Agency in writing that the proposals or samples are to be returned to the proposer at the proposer's expense.

In the case of a proposal selected for funding, notification to the proposer will include the contractual conditions, which the proposer must accept in accordance with federal and/or state law.

4.2. SELECTION CRITERIA

Proposals will be selected based on the ability of each proposer to carry out all of the requirements contained in this Request for Proposal. TEA will base its selection on, among other things, demonstrated competence and qualifications of the proposer and on the reasonableness of the proposed cost. All state agencies must report unsatisfactory vendor performance on purchases over \$25,000. Agencies report satisfactory and exceptional vendor performance to assist in determining best value. In accordance with Texas Government Code, §2155.074 and §2155.75, vendor performance may be used as a factor in future contract awards.

Following are the criteria and the total number of points of each portion of the RFP that will be applied in selecting a proposer:

CATEGORIES	POSSIBLE POINTS
A. Quality of Technical Component	65 points total
1. Clear description of details for carrying out project.	5 points
2. Quality of the Braille textbook samples submitted including quality of the embossed text, graphics, paper, and binding. Criteria for allocating these points are located in Attachment T.	50 points
3. Availability of appropriately configured equipment and software (i.e., computers, Braille translation or transcription programs, graphics programs and binding machines or devices) within the proposer's organization or within a subcontractor's organization.	10 points
B. Quality of Management Component	24 points total
1. Evidence of capability to manage project.	10 points
2. Experience of organization.	4 points
3. Qualifications of quality control and production personnel.	10 points
C. Quality of Task/Activity Plan	4 points total
1. Logical and appropriate time frames	2 points
2. Credible schedules for brailleing, proofreading, and quality control.	2 points
D. Economy of Pricing (Price Per Page) Criteria for allocating the points are located at Attachment U.	7 points total
TOTAL	100 points

4.2.1 Preference(s)

The Agency shall also give preference, among proposals that are otherwise comparable, to a proposal submitted by a Texas Resident Bidder (TX based company) and / or a HUB.

SECTION FIVE CONTRACTUAL REQUIREMENTS

5.1 CONTRACTOR'S PROPOSAL

The selected proposal may be incorporated into a contract prepared by the TEA for signature by the contracting parties.

5.2 PROJECT REVIEW REQUIREMENTS

The project design and all materials, project activities, and/or other products developed, produced, or adapted by the contractor may be reviewed by the Project Administrator, Texas Education Agency. Texas Education Agency will have 15 working days for each review of any materials, project design, project activities, and/or other products developed or adapted by the contractor.

5.3 PROJECT TIMELINE

The contractor must commence and perform project activities according to the timeline described in the task/activity plan.

5.4 PAYMENT

All payments are made in accordance with Texas Government Code [§2251.001](#) et seq. Payments for Goods and Services. Unless otherwise indicated by the TEA, payment is only by reimbursement upon satisfactory performance of services and contingent upon submission of properly prepared and certified invoices or expenditure reports.

Educational Materials/Educational Materials for the Visually Impaired (EMAT/EVI) System. EMAT/EVI is the Instructional Materials and Educational Technology Division's textbook order processing and management system. Via the Internet, school districts can connect to EMAT/EVI to complete many tasks. EMAT/EVI also connects to Braille producers, automating many of the processes involved in the ordering, mastering and shipping of Braille textbooks. The Producer will enter Braille copy detail online via a secured web browser interface. The Producer must obtain a computer sign-on ID and password from the Agency. The agency will provide EMAT/EVI instructions to the Producer. The signing of this contract indicates agreement to participate if selected by Agency.

The TEA Project Manager will approve invoices based upon project progress, task completion, reasonable use of project funds, and satisfactory performance of services as outlined in the contract. The invoice shall note the period of time payment is for, the agreed upon monthly amount, contract number, purchase order number, and the Texas comptroller of Public Accounts Payee Identification Number (TIN).

According to guidelines set forth by the Texas Comptroller of Public Accounts, the payment scheduling policy requires agencies to pay as close to the due date as possible in order to maximize fiscal benefits to the state. Payments are due from TEA 30-days from receipt of a correct and complete invoice.

NOTICE OF INTENT TO SUBMIT A PROPOSAL

The undersigned organization hereby files a notice of intent to submit a proposal for

Production of Braille Textbook Copies for the Texas Public Schools

RFP No.: 701-10-004

Name of Organization: _____

Mailing Address: _____

Phone Number: (____) _____ FAX (____) _____

E-MAIL: _____

- Filing of this notice is not mandatory; however, it will assist the Texas Education Agency in anticipating the volume of proposals in order to better expedite the review process and finalize contract awards.
- Filing this notice in no way binds the organization to submit a proposal for
Production of Braille Textbook Copies for Texas Public Schools
- Proposers who do not file this notice are still eligible to submit a proposal.

PLEASE SUBMIT THIS NOTICE BY MAIL OR FAX AS SOON AS POSSIBLE AFTER RECEIPT OF THE REQUEST FOR PROPOSAL, BUT NOT LATER THAN August 7, 2009, TO:

Purchasing and Contracts Division
Texas Education Agency
Attn: Norma Barrera
Norma.barrera@tea.state.tx.us
FAX (512) 475-1706

EXECUTION OF OFFER, AFFIRMATION OF TERMS AND CONDITIONS, AND PROPOSAL PREFERENCES

A. As used in these General Provisions:

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

B. **Contingency:** The Contract(s), including any amendments, extensions or subsequent contracts, are executed by TEA contingent upon the availability of appropriated funds by legislative act. Notwithstanding any other provision in this Contract or any other document, this Contract is void upon the insufficiency (in TEA's discretion) or unavailability of appropriated funds. In addition, this Contract may be terminated by TEA at any time for any reason upon notice to Contractor. Expenditures and/or activities for which Contractor may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from TEA.

C. **Indemnification:**

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

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

D. **Subcontracting:** 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. 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.

E. **Encumbrances/Obligations:** All encumbrances, accounts payable, and expenditures shall occur on or between the beginning and ending dates of this Contract. All goods must have been received and all services rendered during the Contract period in order for Contractor to recover funds due. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures.

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

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

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

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

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

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

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

For Colleges and Universities: The foregoing Intellectual Property Ownership provisions apply to any colleges and universities and their employees, agents, representatives, consultants, and subcontractors; provided, that for all Works created or conceived by colleges or universities under the Contract, they are

granted a non-exclusive, non-transferable, royalty-free license to use the Works for their own academic and educational purposes only. Colleges and universities are prohibited, however, from advertising, offering for sale, selling, distributing, publicly displaying, publicly performing, or reproducing the Works, or making derivative works from the Works that are created or conceived under this Contract, without the express written permission of TEA Legal Division.

- J. **Sanctions for Failure to Perform or for Noncompliance:** If Contractor, in TEA's sole determination, fails or refuses for any reason to comply with or perform any of its obligations under this Contract, TEA may impose such sanctions as it may deem appropriate. This includes but is not limited to the withholding of payments to Contractor until Contractor complies; the cancellation, termination, or suspension of this Contract in whole or in part; and the seeking of other remedies as may be provided by this Contract or by law. Any cancellation, termination, or suspension of this Contract, if imposed, shall become effective at the close of business on the day of Contractor's receipt of written notice thereof from TEA.
- K. **Contract Cancellation, etc.:** If this Contract is cancelled, terminated, or suspended by TEA prior to its expiration date, the reasonable monetary value of services properly performed by Contractor pursuant to this Contract prior to such cancellation, termination or suspension shall be determined by TEA and paid to Contractor as soon as reasonably possible.
- L. **Refunds Due to TEA:** If TEA determines that TEA is due a refund of money paid to Contractor pursuant to this Contract, Contractor shall pay the money due to TEA within 30 days of Contractor's receipt of written notice that such money is due to TEA. If Contractor fails to make timely payment, TEA may obtain such money from Contractor by any means permitted by law, including but not limited to offset, counterclaim, cancellation, termination, suspension, total withholding, and/or disapproval of all or any subsequent applications for said funds.
- M. **Capital Outlay:** If Contractor purchases capital outlay (furniture and/or equipment) to accomplish the Contract Project, title will remain with Contractor for the period of the Contract. TEA reserves the right to transfer capital outlay items for Contract noncompliance during the Contract period or as needed after the ending date of the Contract. This provision applies to any and all furniture and/or equipment regardless of unit price and how the item is classified in Contractor's accounting record. This provision is applicable when federal funds are utilized for the Contract.
- N. **TEA Property (terms):** In the event of loss, damage or destruction of any property owned by or loaned by TEA while in the custody or control of Contractor, Contractor shall indemnify TEA and pay to TEA the full value of or the full cost of repair or replacement of such property, whichever is the greater, within 30 days of Contractor's receipt of written notice of TEA's determination of the amount due. This applies whether the property is developed or purchased by Contractor pursuant to this Contract or is provided by TEA to Contractor for use in the Contract Project. If Contractor fails to make timely payment, TEA may obtain such money from Contractor by any means permitted by law, including but not limited to offset or counterclaim against any money otherwise due to Contractor by TEA.
- O. **State of Texas Laws:** In the conduct of the Contract Project, Contractor shall be subject to Texas State Board of Education rules pertaining to this Contract and the Contract Project, and to the laws of the State of Texas governing this Contract and the Contract Project. This Contract constitutes the entire agreement between TEA and Contractor for the accomplishment of the Contract Project. This Contract shall be interpreted according to the laws of the State of Texas except as may be otherwise provided for in this Contract.
- P. **Federal Regulations Applicable to All Federally Funded Contracts:**
 - 1. For Local Education Agencies (LEAs): 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 75 or 76 as applicable, 77, 79, 80, 81, 82, 85, 99, 104, 47 CFR 0 and 64, and OMB Circulars A-87 (Cost Principles) and A-133 (Audits);
 - 2. For Education Service Centers (ESCs): 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 75 or 76 as applicable, 77, 79, 80, 81, 82, 85, 99, 104, 47 CFR 0 and 64, and OMB Circulars A-87 (Cost Principles) and A-133 (Audits);
 - 3. For Institutions of Higher Education (IHEs): 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 74, 77, 79, 81, 82, 85, 99, 104, OMB Circular A-21 (Cost Principles), 47 CFR 0 and 64, OMB Circular A-133 (Audits), and OMB Circular A-110 (Uniform Administrative Requirements);
 - 4. For Nonprofit Organizations: 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 74, 77, 79, 81, 82, 85, 99, 104, 47 CFR 0 and 64, OMB Circulars A-122 (Cost Principles) and A-133 (Audits), and OMB Circular A-110 (Uniform Administrative Requirements);

5. For State Agencies: 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 76, 80, 81, 82, 85, 99, 104, 47 CFR 0 and 64, OMB Circulars A-87 (Cost Principles) and A-133 (Audits), and OMB Circular A-110 (Uniform Administrative Requirements); and
6. For Commercial (for-profit) Organizations: 29 CFR 1630 and 48 CFR Part 31.
7. For American Recovery and Reinvestment Act funded projects: FAR 52.204-11, 52.212-5, 52.214-26, 52.215-2, and OMB Guidance Memo M-09-15.

Q. **Point of Contact:** All notices, reports and correspondence required by this Contract shall be in writing and delivered to the TEA project manager listed below or their successors in office:

TEA
 Charles E. Mayo
 Instructional Materials and Educational
 Technology
 Texas Education Agency
 William B. Travis Building
 1701 N. Congress Avenue
 Austin, Texas 78701

CONTRACTOR

R. **Time and Effort Recordkeeping:** For those personnel whose salaries are prorated between or among different funding sources, time and effort records will be maintained by Contractor that will confirm the services provided within each funding source. Contractor must adjust payroll records and expenditures based on this documentation. This requirement applies to all projects, regardless of funding source, unless otherwise specified. For federally funded projects, time and effort records must be in accordance with the requirements in the applicable OMB cost principles.

S. **Federal Rules, Laws, and Regulations That Apply to all Federal Programs:** Contractor shall be subject to and shall abide by all federal laws, rules, and regulations, pertaining to the Contract Project, including, but not limited to:

1. Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. sec. 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64;
2. Title VI of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 CFR Part 100;
3. Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination in educational institutions) and the regulations effectuating its provisions contained in 34 CFR Part 106, if Contractor is an educational institution;
4. Section 504 of the Rehabilitation Act of 1973, as amended (nondiscrimination on the basis of handicapping condition), and the regulations effectuating its provisions contained in 34 CFR Parts 104 and 105.
5. The Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age), and the implementing regulations contained in 34 CFR, Part 110;
6. Family Educational Rights and Privacy Act of 1975, as amended, and the implementing regulations contained in 34 CFR, Part 99, if Contractor is an educational institution;
7. Section 509 of H.R. 5233 as incorporated by reference in P.L. 99-500 and P.L. 99-591 (prohibition against the use of federal grant funds to influence legislation pending before Congress);
8. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103-382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and
9. General Education Provisions Act, as amended.

T. **Forms, Assurances, and Reports:** Contractor shall timely make and file with the proper authorities all forms, assurances and reports required by federal laws and regulations. TEA shall be responsible for reporting to the proper authorities any failure by Contractor to comply with the foregoing laws and regulations coming to TEA's attention, and may deny payment or recover payments made by TEA to Contractor in the event of Contractor's failure so to comply. Contractor who is indebted or owes delinquent taxes to the state will have any payments under the Contract applied toward the debt or delinquent taxes owed the state until the account is paid in full, regardless of when the debt or delinquency was incurred. This provision does not apply if the warrant or transfer results in payments being made in whole or in part with money paid to the state by the Federal Government.

- U. **Signature Authority; Final Expression; Superseding Document:** Contractor certifies that the person signing this Contract has been properly delegated this authority. The Contract represents the final and complete expression of the terms of agreement between the parties. The Contract supersedes any previous understandings or negotiations between the parties. Any representations, oral statements, promises or warranties that differ from the Contract shall have no force or effect. The Contract may be modified, amended or extended only by formal written amendment properly executed by both TEA and Contractor.
- V. **Antitrust:** By signing this Contract, Contractor, represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation or institution has, (1) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract.
- W. **Family Code Applicability:** By signing this Contract, Contractor, if other than a state Party, certifies that under Section 231.006, Family Code, that Contractor is not ineligible to receive specified grant, loan, or payment under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. TEA reserves the right to terminate this Contract if Contractor is found to be ineligible to receive payment. If Contractor is found to be ineligible to receive payment and the Contract is terminated, Contractor is liable to TEA for attorney's fees, the costs necessary to complete the Contract, including the cost of advertising and awarding a second contract, and any other damages or relief provided by law or equity.
- X. **Dispute Resolution:** The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by TEA and Contractor to attempt to resolve all disputes arising under this Contract. The parties may agree to mediation of their dispute at any time. However, if all issues in dispute are not completely resolved through direct negotiations between the parties within 180 days after the agency receives Contractor's notice of claim, then the parties must submit the dispute to mediation before a mutually acceptable mediator in Travis County, Texas. The mediation must be completed on or before 270 days after the agency receives Contractor's notice of claim. Completion of the mediation is a condition precedent to the filing of a contested case hearing under Chapter 2260. The agency's participation in mediation or any other dispute resolution process shall not waive any of the agency's contractual or legal rights and remedies, including but not limited to sovereignty.
- Y. **Interpretation:** In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, Appendices, General Provisions, Special Provisions, Exhibits, and Attachments or other documents, the TEA Contract and its General Provisions, Appendices and Special Provisions shall take precedence over all other documents which are a part of this contract.
- Z. **Education Service Center:** No funds transferred to Regional Education Service Centers or to school districts may be used to hire a registered lobbyist.
- AA. **Compliance with Laws:** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting Contractor's performance, including if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations. For the entire duration of the Contract, Contractor shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. When required or requested by the Agency, Contractor shall furnish TEA with satisfactory proof of its compliance with this provision.
- BB. **Public Information:** The TEA is subject to the provisions of the Texas Public Information Act. If a request for disclosure of this Contract or any information related to the goods or services provided under the Contract or information provided to the TEA under this Contract constituting a record under the Act is received by the TEA, the information must qualify for an exception provided by the Texas Public Information Act in order to be withheld from public disclosure. Contractor authorizes the TEA to submit any information contained in the Contract, provided under the Contract, or otherwise requested to be disclosed, including information Contractor has labeled as confidential proprietary information, to the Office of the Attorney General for a determination as to whether any such information may be excepted from public disclosure under the Act. If the TEA does not have a good faith belief that information may be subject to an exception to disclosure, the TEA is not obligating itself by this Contract to submit the information to the Attorney General. It shall be the responsibility of the Contractor to make any legal argument to the Attorney General or appropriate court of law regarding the exception of the information in question from disclosure. The Contractor waives any claim against and releases from liability the TEA, its officers, employees, agents, and attorneys with respect to

disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by the Contractor and determined by the Attorney General or a court of law to be subject to disclosure under the Texas Public Information Act.

- CC. **Gratuities:** By signing this Contract, Contractor represents and warrants that the Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.
- DD. **Venue and Jurisdiction:** Subject to and without waiving any of the Agency's rights, including sovereign immunity, this Contract is governed by and construed under and in accordance with the laws of the State of Texas. Venue for any suit concerning this solicitation and any resulting contract or purchase order shall be in a court of competent jurisdiction in Travis County, Texas.
- EE. **Protests:** Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation, evaluation, or award of this or any other contract by the Texas Education Agency may submit a formal protest to the Director of the Agency's Contracts and Purchasing Division. This protest procedure shall be the exclusive method by which anyone may make a challenge to any aspect of the Agency's contracting process. The Agency will not be required to consider the merits of any protest unless the protest is submitted timely, in a sworn written protest petition, and in strict compliance with all requirements in applicable law and Agency's rules (Title 19 of the Texas Administrative Code, at § 30.2002, or any amendment or successor rules).

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

- FF. **Liability for and Payment of Taxes:** Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Contractor or its employees. TEA shall not be liable for any taxes resulting from this Contract.
- GG. **Severability:** In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, the invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein. The remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.
- HH. **Conformance:** The Contractor warrants that all goods and services furnished shall conform in all respects to the terms of this Contract, including any drawings, specifications or standards incorporated herein, and any defects in materials, workmanship, and free from such defects in design. In addition, respondent warrants that goods and services are suitable for and will perform in accordance with the purposes for which they are intended.
- II. **Felony Criminal Convictions:** Contractor represents and warrants that Contractor has not and Contractor's employees assigned to TEA projects have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Contractor has fully advised TEA as to the facts and circumstances surrounding the conviction.
- JJ. **Criminal Background Checks:** If during the term of this Contract, Contractor, and/or Contractor staff, or subcontractor have access to Texas public school campuses, all Contractor and/or Contractor's staff must submit to a national criminal history record information review (includes fingerprinting) and meet all eligibility standards and criteria as set by Agency before serving in assignments on behalf of the Agency. This requirement applies to all individuals who currently serve or will serve in Agency assignments that have the possibility of direct contact with students. Assignments are contingent upon meeting Agency eligibility standards. Contractor and/or any staff member of Contractor who may perform services under this contract must complete this criminal history review before the beginning of an assignment. If said individuals have not completed this requirement or the review results in a determination that Contractor is not eligible for assignment, this contract will be terminated effective immediately or the date of notice of non-eligibility, whichever is earliest.

- KK. **Assignment of Contract:** This Contract may not be assigned, sold, or transferred without the express written consent of the TEA Purchasing and Contracts Division. An attempted assignment after Contract award without the TEA approval will constitute a material breach of contract.
- LL. **Buy Texas:** In accordance with Government Code, Section 2155.444, the State of Texas requires that during the performance of a contract for services, Contractor shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state. This provision does not apply if Contractor receives any federal funds under this Contract.
- MM. **Excluded Parties List System:** The Texas Education Agency is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, <http://www.epls.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Contractor certifies that they are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Contractor is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.
- NN. **Suspension an 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. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.
- OO. **Web Accessibility Policy:** State law requires State Agencies and institutions of higher education to provide persons and employees with disabilities access comparable to access and use provided to the public and State employees without disabilities for the following: telephones and other telecommunications products, information kiosks, transaction machines, internet websites, and multimedia resources. TEA adheres to the standards set forth in TAC §206 State Web Sites, TAC §213 Electronic and Information Resources, and the Federal 508 requirements which may be viewed at <http://www.governor.state.tx.us/disabilities/resources/keylaws/access>. This policy is applicable to all TEA contractors who develop or provide any of the services or products listed above as a result of a TEA contract award or approved vendor list. All documents created or developed under this Contract must also be compliant with all state and federal regulations for web accessibility (i.e., Americans with Disabilities Act (ADA) compliance, http://www.dir.state.tx.us/general_info/accessibility.htm).
- The Texas Government Code and Family Code sites referenced in this document may be viewed at:
<http://www.statutes.legis.state.tx.us/>
- The Texas Administrative Code site referenced in this document may be viewed at:
[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.viewtac](http://info.sos.state.tx.us/pls/pub/readtac$ext.viewtac)
- PP. **Collusion:** Contractor certifies and represents that Contractor has not colluded with, nor received any assistance from, any person who was paid by TEA to prepare specifications or a solicitation on which a respondent's bid or proposal is based and will not allow any person who prepared the respective specifications or solicitation to participate financially in any contract award.
- QQ. **Social Security Numbers Withheld:** TEA will not provide Social Security Numbers (SSNs) to any Contractor under this contract. TEA, its contractors and their subcontractors, will not require or request school districts to provide SSNs under this contract.
- RR. **Proprietary or Confidential Information:** Contractor, its employees and subcontractors, agree that in executing tasks on behalf of the TEA, they will not use any student-identifying information in any way that violates the provisions of FERPA, and will destroy or return all student-identifying information within thirty (30) days of project completion. Contractor also agrees not to disclose any information to which it is privy under this Contract without the prior consent of the agency. Contractor will indemnify and hold harmless the State of Texas, its officers and employees, and TEA, its officers and employees for any claims or damages that arise from the disclosure by Contractor or its contractors of information held by the State of Texas.

SS. Independent Contractor: Contractor shall serve as an independent contractor in providing services under this Contract. Contractor's employees are not and shall not be construed as employees or agents of the State of Texas. 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 respondent. 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.

TT. Vendor Performance: All state agencies must report unsatisfactory vendor performance on purchases over \$25,000. Agencies report satisfactory and exceptional vendor performance to assist in determining best value. In accordance with Texas Government Code, §2155.074 and §2155.75, vendor performance may be used as a factor in future contract awards.

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

VV. Amendments:

1. All amendments to this Contract will be in a manner as prescribed by the Project Administrator of TEA, subject to Paragraph B of the General Provisions and will be made on AMENDMENT TO TEXAS EDUCATION AGENCY STANDARD CONTRACT form supplied by TEA. Amendments must be mailed to the Purchasing and Contracts Division, Room 2-125, Texas Education Agency, William B. Travis Building, 1701 North Congress, Austin, Texas 78701. An amendment to this Contract will become effective on the date of signature of TEA.

2. The Contractor is permitted to rebudget among direct cost categories within the approved budget to meet unanticipated requirements and to make limited changes to the approved budget without submitting an amendment. However, certain types of changes require the prior written approval of TEA through an amendment. Contractor shall submit an amendment to obtain prior written approval from TEA whenever any of the following changes are anticipated:

For all Contracts.

- a. any revision which would result in the need for additional funding;
- b. any revision to the scope or objectives of the Contract (regardless of whether there is an associated budget revision requiring prior approval);
- c. a request to extend the period of the Contract;

For Cost Reimbursement Contracts.

- d. cumulative transfers among direct cost categories which exceed or are expected to exceed (at any time during the Contract period) ten percent of the current total approved budget. Cumulative transfers are defined as the total amount of additions to all class/object codes and does not include deletions;
- e. any reduction of funds allotted for training costs (primarily travel and lodging for trainees, workshop/conference registration fees, tuition, books, and related fees);
- 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.

WW. Payment:

1. Payment for goods or services purchased with State-appropriated funds is made by warrants or by Direct Deposit from the State Treasury. Direct Deposit is the preferred method of payment. No penalty for late payment will be incurred by TEA if payment is made in thirty (30) days or less from receipt of goods/service or a correct invoice, whichever is later.

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

2. Payment for service(s) described in this Contract is contingent upon satisfactory completion of the service(s). Satisfaction will be determined by TEA's Project Administrator, in his sole discretion but in accordance with reasonable standards and upon advice of his superiors in TEA, if necessary. Unless otherwise stated, payment under this Contract will be made upon performance of services based upon submission of an expenditure report/invoice, properly prepared and certified, outlining expenditures by cost category. Include the contract number, purchase order number, and the Texas Comptroller of Public Accounts Texas Identification Number (TIN) on all invoices/expenditure reports. The cost categories

provided in the expenditure report/invoice must coincide with the cost categories detailed in the approved budget. A list of tasks/activities performed during the invoice period must accompany the expenditure report/invoice. The final expenditure report/invoice is due within forty-five days after the end of the Contract. Payment on the final expenditure report is contingent upon receipt of all reports/products required by this Contract.

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

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

Proposer has read, understands, and agrees to be bound to the terms and conditions stated in the RFP If a contract is awarded to Proposer pursuant to this RFP.

Contractor shall provide to Agency, Contractor's nine (9) digit Federal Employer's Identification Number (FEI#) or Social Security Number (SSN) if Contractor is an individual, or Contractor's fourteen (14) digit State of Texas Payee Identification Number (TIN). If Contractor is incorporated, Contractor shall also provide to Agency the corporation's charter number issued by the Texas Secretary of State's office. Information provided by the contractor will be verified by the Agency.

Contractor's FEI#	_____
Contractor's SSN	_____
Contractor's TIN	_____
Contractor's charter #	_____

The undersigned is an authorized official for the Proposer and certifies that the proposal submitted with this "Execution of Offer, Affirmation of Terms and Conditions, and Proposal Preferences" instrument is in full compliance with the provisions expressly stated above. I further certify that the proposal submitted with this instrument is allowed to claim any of the Chapter 2155 Texas Government Code preferences checked below:

The proposer, if selected as the contractor, will be required to purchase products and materials produced in this state when they are available at a price and time comparable to products and materials produced outside of Texas (TX Govt. Code § 2155.4441).

Check below if claiming a preference included in Chapter 2155 of the Texas Government Code and in Rule 1 TAC 113.8

- § 2155.441 Products of persons with mental or physical disabilities
- § 2155.442 Energy efficient products
- § 2155.443 Rubberized asphalt paving material
- § 2155.444 Texas produced supplies, materials, or equipment; or USA supplies, materials, or equipment over foreign products

Rule 1 TAC Services offered by a Texas bidder

- § 2155.444 Texas agriculture products
- § 2155.445 Recycled, remanufactured, or environmentally sensitive products made of recycled materials
- § 2155.446 Paper containing recycled fibers
- § 2155.447 Recycled motor oil and lubricants
- § 2155.449 Products produced in facilities on rehabilitated property as certified by section 361.609 of the Texas Health and Safety Code
- § 2155.449 Products and services from economically depressed or blighted areas
- § 2155.449 Products and services from Historically Underutilized Business or small business pursuant to the goals and objectives stated in chapter 2161 of the Texas Government Code
- HB 3560 Goods produced or offered by service-disabled veterans.
- HB 3560 Preference to manufacture that has recycle program for computer equipment.
- HB 3560 Preference to contractors providing foods of higher nutritional value.

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted in the proposal or bid. By signing this proposal, the proposer signifies that if a Texas address is shown as the address of the proposer, the proposer qualifies as a Texas Resident Bidder as defined in Rule 1 TAC.

PROPOSER/COMPANY NAME:
STREET ADDRESS:
CITY/STATE/ZIP:
TELEPHONE NO.:
FACSIMILE NO.:
EMAIL ADDRESS:
NAME OF PROPOSER'S AUTHORIZED AGENT:
TITLE OF PROPOSER'S AUTHORIZED AGENT:
SIGNATURE OF AUTHORIZED AGENT:

DEFINITION OF HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

(As defined in TX Govt. Code, §2161.001)

- (2) "Historically underutilized business" means an entity with its principal place of business in this state that is:
- (A) a corporation formed for the purpose of making a profit in which 51 percent or more of all classes of the shares of stock or other equitable securities are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the corporation's control, operation, and management;
 - (B) a sole proprietorship created for the purpose of making a profit that is completely owned, operated, and controlled by an economically disadvantaged person;
 - (C) a partnership formed for the purpose of making a profit in which 51 percent or more of the assets and interest in the partnership are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the partnership's control, operation, and management;
 - (D) a joint venture in which each entity in the venture is a historically underutilized business, as determined under another paragraph of this subdivision; or
 - (E) a supplier contract between a historically underutilized business as determined under another paragraph of this subdivision and a prime contractor under which the historically underutilized business is directly involved in the manufacture or distribution of the goods or otherwise warehouses and ships the goods.
- (3) "Economically disadvantaged person" means a person who is economically disadvantaged because of the person's identification as a member of a certain group, including Black Americans, Hispanic Americans, women, Asian Pacific Americans, and Native Americans, and who has suffered the effects of discriminatory practices or other similar insidious circumstances over which the person has no control.

Added by Acts 1995, 74th Leg., ch. 41, § 1, eff. Sept. 1, 1995. Amended by Acts 1999, 76th Leg., ch. 1499, § 1.21, eff. Sept. 1, 1999.

Texas Education Agency Historically Underutilized Business Subcontracting Plan (HSP)

In accordance with Texas Government Code § 2161.252, Texas Education Agency (TEA) has determined that subcontracting opportunities are probable under this contract. Therefore, respondents including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit a State of Texas HUB Subcontracting Plan (HSP) with their solicitation response.

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to TGC § 2161.252 (b)

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB goals defined in 1 TAC §111.13, are: **11.9% - for Heavy Construction other than building contracts, 26.1% - for all Building Construction, including general contractors and operative builders contracts, 57.2% - for all Special Trade Construction contracts, 20% - for Professional Services contracts, 33% - for all Other Service contracts and 12.6% - for Commodities contracts.**

-- Agency Special Instructions/Additional Requirements --

SECTION 1 – RESPONDENT AND SOLICITATION INFORMATION

- a. Respondent (Company) Name: _____ State of Texas VID #: _____
 Point of Contact: _____ Phone #: _____
- b. Is your Company a State of Texas certified HUB? - Yes - No
- c. Solicitation #: _____

SECTION 2 – SUBCONTRACTING OPPORTUNITIES

TEA has identified probable subcontracting opportunities by NIGP Class and Item codes in the table below. However, TEA acknowledges there may be additional subcontracting opportunities. After having divided the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, the respondent must identify what portion(s) of work, including goods or services, will be subcontracted.

Note: In accordance with 1 TAC §111.12, a “Subcontractor” means a person who contracts with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity.

Check the appropriate box regarding the subcontracting opportunity(s):

- **Yes, I will be subcontracting portion(s) of the contract.**
(If Yes, in the spaces provided below, list any additional portions of work, not identified by TEA, that you will be subcontracting*, and go to SECTION 3)
- **No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources. (If No, complete SECTION 9 and 10)**

Line Item # - Subcontracting Opportunity Description	Line Item # - Subcontracting Opportunity Description
(1)-	(6)-
(2)-	(7)-
(3)-	(8)-
(4)-	(9)-
(5)-	(10)-

*To list additional subcontracting opportunities, a continuation page is available at <http://www.tea.state.tx.us/tea/hub/index.html>

¹ **NOTE: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc demonstrating evidence of the Good Faith Effort performed.**

Enter your company's name:

Solicitation #:

IMPORTANT: You must complete a copy of this page for each portion of the contract that you will be subcontracting. You may photocopy this page or download copies at <http://www.tea.state.tx.us/tea/hub/index.html>.

SECTION 3 – RESPONDENT SUBCONTRACTING OPPORTUNITIES

Enter the line item number and description for the portion of work listed in SECTION 2, which you will be subcontracting.

Line Item # _____ Description: _____

SECTION 4 – MENTOR-PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor-Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a Good Faith Effort towards that specific portion of work.

Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

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

SECTION 5 – PROFESSIONAL SERVICES CONTRACTS ONLY

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

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

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

In accordance with TGC §2254.002, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.

SECTION 6 – NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

- a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to **three (3)** or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at <http://www.window.state.tx.us/procurement/> and its HUB Directory, found at <http://www.window.state.tx.us/procurement/> to identify available HUBs. Website: <http://www.window.state.tx.us/procurement/>
- b. Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers.
- c. Written notifications 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. Unless TEA has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond **and** provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to TEA.

SECTION 7 – HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List three (3) State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice and if you received a response.¹

Company Name	VID #	Notice Date	Was Response Received
_____	_____	_____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
_____	_____	_____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
_____	_____	_____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No

SECTION 8 – SUBCONTRACTOR SELECTION

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

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Texas Certified HUB
_____	_____	_____	_____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
_____	_____	_____	_____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*

¹ NOTE: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc demonstrating evidence of the Good Faith Effort performed.

(SUGGESTED FORMAT FOR COVER PAGE)

PROJECT PROPOSAL

Submitted to the
Texas Education Agency
Purchasing & Contracts Division

RFP No.: 701-10-004

TITLE OF PROPOSED PROJECT: Production of Braille Textbook Copies for Texas Public Schools

RESPONDENT ORGANIZATION: (Name and address of organization submitting proposal. Include zip code.)

RESPONDENT ORGANIZATION IDENTIFICATION NUMBER: (Show respondent organization's Federal Employer's Identification Number or SSN if an individual. If respondent organization is a corporation or if individual is incorporated, the charter number of respondent organization or individual must also be shown.)

PROPOSAL DEVELOPED BY: (Name, position, email, and telephone number of person responsible for development of proposal)

PROJECT ADMINISTRATOR: (Name, position, email, and telephone number of person to be in charge of proposed project)

PROPOSAL TRANSMITTED BY: (Name, position, email, and telephone number of official committing the respondent organization to the proposed project)

CONTRACTING OFFICER: (Name, position, email, and telephone number of official with authority to negotiate contracts for respondent organization)

DURATION OF PROJECT: (Beginning and ending dates of proposed project)

TOTAL BUDGET FOR PROPOSED PROJECT: (Total of projected expenditures listed in budget section)

CONTAINS PROPRIETARY INFORMATION: (Check this box, if the proposal being submitted contains proprietary information.)

ACCEPTANCE OF TERMS AND CONDITIONS: We hereby accept by the submission of the proposal the Terms and Conditions of the General Provisions.

DATE SUBMITTED: (Date proposal is submitted to TEA)

SUMMARY OF BRAILLE MASTER PAGE COUNTS
(NOT INCLUDING ELECTRONIC MEDIA)

Braille Package	Braille Page Count for Package
A	81,255
B	99,039
C	74,016
D	77,955
E	70,677

CONTENT SUMMARY FOR BRAILLE COPIES PACKAGE A

The estimated Braille master page counts shown here are preliminary staff estimates only. Proposers should review actual copies of the textbooks being considered for adoption and determine probable Braille page counts themselves.

Copies of these textbooks are available for review at the twenty (20) regional education service centers located throughout the state. A listing of these education service centers is attached at Attachment R.

Some of the textbooks included in this summary may not be recommended for adoption by the State Board of Education.

<u>Level I</u>	<u>Estimated Braille Page Count</u>
Literature, Grade 6	9,954
Literature, Grade 7	10,227
Literature, Grade 8	10,344
Literature I	11,433
Literature II	11,976
Literature III	13,530
Literature IV	13,791
<i>Level I Total</i>	<i>81,255</i>
<i>Total</i>	<i>81,255</i>

AGENCY ORDERS FOR BRAILLE COPIES DURING THE
PREVIOUS ADOPTION PERIOD

PACKAGE A

<u>Subject</u>	<u>Number of Copies</u>
<u>Level I</u>	
Literature, Grade 6	19
Literature, Grade 7	22
Literature, Grade 8	23
Literature I	28
Literature II	30
Literature III	23
Literature IV	24
<i>Level I Total</i>	<i>169</i>
 Total	 169

CONTENT SUMMARY FOR BRAILLE MASTER PACKAGE B

The estimated Braille master page counts shown here are preliminary staff estimates only. Proposers should review actual copies of the textbooks being considered for adoption and determine probable Braille page counts themselves.

Copies of these textbooks are available for review at the twenty (20) regional education service centers located throughout the state. A listing of these education service centers is attached at Attachment R.

Some of the textbooks included in this summary may not be recommended for adoption by the State Board of Education.

<u>Level I</u>	<u>Estimated Braille Page Count</u>
English Language Arts & Reading, Grade 1	8,802
Reading, Grade 2	6,954
Reading, Grade 3	6,027
Reading, Grade 4	4,530
Reading, Grade 5	4,554
Literature, Grade 6	3,408
Literature, Grade 7	3,588
Literature, Grade 8	3,891
Literature I	4,218
Literature II	4,206
Literature III	4,845
Literature IV	4,905
AP English Language	3,636
AP English Literature	5,991
<u>Level II</u>	
Spanish Language Arts & Reading, Grade 1	8,802
Spanish Reading, Grade 2	6,954
Spanish Reading, Grade 3	4,644
Spanish Reading, Grade 4	4,530
Spanish, Reading, Grade 5	4,554
<i>Level I Total</i>	<i>69,555</i>
<i>Level II Total</i>	<i>29,484</i>
<i>Total</i>	<i>99,039</i>

AGENCY ORDERS FOR BRAILLE COPIES DURING THE
PREVIOUS ADOPTION PERIOD

PACKAGE B

<u>Subject</u>	<u>Number of Copies</u>
<u>Level I</u>	
English Language Arts & Reading, Grade 1	30
Reading, Grade 2	28
Reading, Grade 3	31
Reading, Grade 4	28
Reading, Grade 5	22
Literature, Grade 6	19
Literature, Grade 7	22
Literature, Grade 8	23
Literature I	28
Literature II	30
Literature III	23
Literature IV	24
AP English Language	2
AP English Literature	1
<u>Level II</u>	
Spanish Language Arts & Reading, Grade 1	2
Spanish Reading, Grade 2	1
Spanish Reading, Grade 3	1
Spanish Reading, Grade 4	0
Spanish, Reading, Grade 5	1
<i>Level I Total</i>	311
<i>Level II Total</i>	5
Total	316

CONTENT SUMMARY FOR BRAILLE MASTER PACKAGE C

The estimated Braille master page counts shown here are preliminary staff estimates only. Proposers should review actual copies of the textbooks being considered for adoption and determine probable Braille page counts themselves.

Copies of these textbooks are available for review at the twenty (20) regional education service centers located throughout the state. A listing of these education service centers is attached at Attachment R.

Some of the textbooks included in this summary may not be recommended for adoption by the State Board of Education.

<u>Level I</u>	<u>Estimated Braille Page Count</u>
Language Arts & Reading, Grade 1	6,075
Reading, Grade 2	5,910
Reading, Grade 3	4,998
Reading, Grade 4	4,698
Reading, Grade 5	5,289
English I for Speakers of Other Languages	4,413
English II for Speakers of Other Languages	5,082
AP English Language	3,729
AP English Literature	7,230
<u>Level II</u>	
Spanish Language Arts & Reading, Grade 1	5,697
Spanish Reading, Grade 2	5,910
Spanish Reading, Grade 3	4,998
Spanish Reading, Grade 4	4,698
Spanish Reading, Grade 5	5,289
<i>Level I Total</i>	<i>47,424</i>
<i>Level II Total</i>	<i>26,592</i>
<i>Total</i>	<i>74,016</i>

AGENCY ORDERS FOR BRAILLE COPIES DURING THE
PREVIOUS ADOPTION PERIOD

PACKAGE C

<u>Subject</u>	<u>Number of Copies</u>
<u>Level I</u>	
Language Arts & Reading, Grade 1	30
Reading, Grade 2	28
Reading, Grade 3	31
Reading, Grade 4	28
Reading, Grade 5	22
English I for Speakers of Other Languages	0
English II for Speakers of Other Languages	0
AP English Language	2
AP English Literature	1
<u>Level II</u>	
Spanish Language Arts & reading, Grade 1	2
Spanish Reading, Grade 2	1
Spanish Reading, Grade 3	1
Spanish Reading, Grade 4	0
Spanish Reading, Grade 5	1
<i>Level I Total</i>	<i>142</i>
<i>Level II Total</i>	<i>5</i>
Total	147

CONTENT SUMMARY FOR BRAILLE MASTER PACKAGE D

The estimated Braille master page counts shown here are preliminary staff estimates only. Proposers should review actual copies of the textbooks being considered for adoption and determine probable Braille page counts themselves.

Copies of these textbooks are available for review at the twenty (20) regional education service centers located throughout the state. A listing of these education service centers is attached at Attachment R.

Some of the textbooks included in this summary may not be recommended for adoption by the State Board of Education.

<u>Level I</u>	<u>Estimated Braille Page Count</u>
English Language Arts & Reading, Grade 1	10,482
Reading, Grade 2	10,044
Reading, Grade 3	9,840
Reading, Grade 4	11,811
Reading, Grade 5	13,254
Reading Elective, Grade 6	2,274
Reading Elective, Grade 7	2,325
Reading Elective, Grade 8	2,337
<u>Level II</u>	
Spanish Language Arts & Reading, Grade 1	4,341
Spanish Reading, Grade 2	3,282
Spanish Reading, Grade 3	3,084
Spanish Reading, Grade 4	2,421
Spanish Reading, Grade 5	2,460
<i>Level I Total</i>	62,367
<i>Level II Total</i>	15,588
<i>Total</i>	77,955

AGENCY ORDERS FOR BRAILLE COPIES DURING THE PREVIOUS ADOPTION PERIOD

PACKAGE D

<u>Subject</u>	<u>Number of Copies</u>
<u>Level I</u>	
English Language Arts & Reading, Grade 1	30
Reading, Grade 2	28
Reading, Grade 3	31
Reading, Grade 4	28
Reading, Grade 5	22
Reading Elective, Grade 6*	0
Reading Elective, Grade 7	8
Reading Elective, Grade 8	1
 <u>Level II</u>	
Spanish Language Arts & Reading, Grade 1	2
Spanish Reading, Grade 2	1
Spanish Reading, Grade 3	1
Spanish Reading, Grade 4	0
Spanish Reading, Grade 5	1
 <i>Level I Total</i>	 148
 <i>Level II Total</i>	 5
 Total	 153

**Indicates a subject for which historical data on the number of braille textbook copies does not exist. These quantities are estimates of the number of braille copies which may be ordered.*

CONTENT SUMMARY FOR BRAILLE MASTER PACKAGE E

The estimated Braille master page counts shown here are preliminary staff estimates only. Proposers should review actual copies of the textbooks being considered for adoption and determine probable Braille page counts themselves.

Copies of these textbooks are available for review at the twenty (20) regional education service centers located throughout the state. A listing of these education service centers is attached at Attachment R.

Some of the textbooks included in this summary may not be recommended for adoption by the State Board of Education.

<u>Level I</u>	<u>Estimated Braille Page Count</u>
English Language Arts & Reading, Grade 1	5,805
Reading, Grade 2	6,558
Reading, Grade 3	5,832
Reading, Grade 4	4,944
Reading, Grade 5	5,328
English I for Speakers of Other Languages	6,516
English II for Speakers of Other Languages	7,227
<u>Level II</u>	
Spanish Language Arts & Reading, Grade 1	5,805
Spanish Reading, Grade 2	6,558
Spanish Reading, Grade 3	5,832
Spanish Reading, Grade 4	4,944
Spanish Reading, Grade 5	5,328
<i>Level I Total</i>	<i>42,210</i>
<i>Level II Total</i>	<i>28,467</i>
<i>Total</i>	<i>70,677</i>

AGENCY ORDERS FOR BRAILLE COPIES DURING THE
PREVIOUS ADOPTION PERIOD

PACKAGE E

<u>Subject</u>	<u>Number of Copies</u>
<u>Level I</u>	
English Language Arts & Reading, Grade 1	30
Reading, Grade 2	28
Reading, Grade 3	31
Reading, Grade 4	28
Reading, Grade 5	22
English I for Speakers of Other Languages	0
English II for Speakers of Other Languages	0
<u>Level II</u>	
Spanish Language Arts & Reading, Grade 1	2
Spanish Reading, Grade 2	1
Spanish Reading, Grade 3	1
Spanish Reading, Grade 4	0
Spanish Reading, Grade 5	1
<i>Level I Total</i>	<i>139</i>
<i>Level II Total</i>	<i>5</i>
Total	144

PRICE WORKSHEET FOR COPY PACKAGE A
ESTIMATED NUMBER OF BRAILLE MASTER PAGES

Type of Material

Estimated Page Count

Level I*

81,255

Braille Copies

Subject Area	Pages Divided by Number of Titles	=	Average Page Count for Titles	X	Estimate d # of Orders	Page Subtotals
<u>Level I*</u>						
Literature, Grade 6	9,954/2	=	4,977	X	19	94,563
Literature, Grade 7	10,227/2	=	5,114	X	22	112,508
Literature, Grade 8	10,344/2	=	5,172	X	23	118,956
Literature I	11,433/2	=	5,717	X	28	160,076
Literature II	11,976/2	=	5,988	X	30	179,640
Literature III	13,530/2	=	6,765	X	23	155,595
Literature IV	13,791/2	=	6,896	x	24	165,504
<i>Level I Total</i>	<i>81,255</i>					<i>942,842</i>

Page Total

986,842

Proposed Price Per Page

\$ _____

Proposed Package A Price (Page Total X Proposal Price Per Page)

\$ _____

Definitions:

*Level I: Literary

PRICE WORKSHEET FOR COPY PACKAGE B

ESTIMATED NUMBER OF BRAILLE MASTER PAGES

<i>Type of Material</i>	<i>Estimated Page Count</i>
Level I*	69,555
Level II**	29,484

Braille Copies

Subject Area	Pages Divided by Number of Titles	=	Average Page Count for Titles	x	Estimate d # of Orders	Page Subtotals
<u>Level I*</u>						
English Language Arts & Reading, Grade 1	8,802//	=	8,802	x	30	264,060
Reading, Grade 2	6,954/1	=	6,954	X	28	194,712
Reading, Grade 3	6,027/1	=	6,027	X	31	186,837
Reading, Grade 4	4,530/1	=	4,530	X	28	126,840
Reading, Grade 5	4,554/1	=	4,554	X	22	100,188
Literature, Grade 6	3,408/1	=	3,408	X	19	64,752
Literature, Grade 7	3,588/1	=	3,588	X	22	78,936
Literature, Grade 8	3,891/1	=	3,891	X	23	89,493
Literature I	4,218/1	=	4,218	X	28	118,104
Literature II	4,206/1	=	4,206	X	30	126,180
Literature III	4,845/1	=	4,845	X	23	111,435
Literature IV	4,905/1	=	4,905	X	24	117,720
AP English Language	3,636/1	=	3,636	X	2	7,272
AP English Literature	5,991/1	=	5,991	X	1	5,991
<u>Level I Total</u>	69,555					1,592,520
<u>Level II*</u>						
Spanish Language Arts & Reading, Grade 1	8,802/1	=	8,802	x	2	17,604
Spanish Reading, Grade 2	6,954/1	=	6,954	X	1	6,954
Spanish Reading, Grade 3	4,644/1	=	4,644	X	1	4,644
Spanish Reading, Grade 4	4,530/1	=	4,530	X	0	0
Spanish Reading, Grade 5	4,554/1	=	4,554	x	1	4,554
<u>Level II Total</u>	20,682					33,756

Page Total 1,626,276

Proposed Price Per Page \$ _____

Proposed Package B Price (Page Total X Proposal Price Per Page) \$ _____

Definitions:

*Level I: Literary

**Level II: Foreign Language

PRICE WORKSHEET FOR COPY PACKAGE C

ESTIMATED NUMBER OF BRAILLE MASTER PAGES

Type of Material

Estimated Page Count

Level I*	47,424
Level II**	26,592

Braille Copies

Subject Area	Pages Divided by Number of Titles		Average Page Count for Titles		Estimated # of Orders	Page Subtotals
<u>Level I*</u>						
English Language Arts & Reading, Grade 1	6,075/1	=	6,075	X	30	182,250
Reading, Grade 2	5,910/1	=	5,910	X	28	165,480
Reading, Grade 3	4,998/1	=	4,998	X	31	154,938
Reading, Grade 4	4,698/1	=	4,698	X	28	131,544
Reading, Grade 5	5,289/2	=	2,645	X	22	58,190
English I for Speakers of Other Languages	4,413/1	=	4,413	X	0	0
English II for Speakers of Other Languages	5,082/1	=	5,082	X	0	0
AP English Language	3,729/1	=	3,729	X	2	7,458
AP English Literature	7,230/1	=	7,230	X	1	7,230
<u>Level I Total</u>	<u>47,424</u>					<u>707,090</u>
<u>Level II**</u>						
Spanish Language Arts & Reading, Grade 1	5,697/1	=	5,697	X	2	11,394
Spanish Reading, Grade 2	5,910/1	=	5,910	X	1	5,910
Spanish Reading, Grade 3	4,998/1	=	4,998	X	1	4,998
Spanish Reading, Grade 4	4,698/1	=	4,698	X	0	0
Spanish Reading, Grade 5	5,289/2	=	2,645	X	1	2,645
<u>Level II Total</u>	<u>26,952</u>					<u>24,947</u>

Page Total 732,037

Proposed Price Per Page \$ _____

Proposed Package C Price (Page Total X Proposal Price Per Page) \$ _____

Definitions:

*Level I: Literary

**Level II: Foreign Language

PRICE WORKSHEET FOR COPY PACKAGE D

ESTIMATED NUMBER OF BRAILLE MASTER PAGES

Type of Material

Estimated Page Count

Level I*	62,367
Level II**	15,588

Braille Copies

Subject Area	Pages Divided by Number of Titles		Average Page Count for Titles		Estimate d # of Orders	Page Subtotals
<u>Level I</u>						
English Language Arts & Reading, Grade 1	10,482/2	=	5,241		x 30	157,230
Reading, Grade 2	10,044/2	=	5,022		X 28	140,616
Reading, Grade 3	9,840/2	=	4,920		X 31	152,520
Reading, Grade 4	11,811/2	=	5,906		X 28	165,368
Reading, Grade 5	13,254/2	=	6,627		X 22	145,794
Reading Elective, Grade 6	2,274/1	=	2,274		X 0	0
Reading Elective, Grade 7	2,325/1	=	2,325		X 8	18,600
Reading Elective, Grade 8	2,337/1	=	2,337		X 1	2,337
<i>Level I Total</i>	<i>62,367</i>					<i>782,465</i>
<u>Level II</u>						
Spanish Language Arts & Reading, Grade 1	4,341/1	=	4,341		X 2	8,682
Spanish Reading, Grade 2	3,282/1	=	3,282		X 1	3,282
Spanish Reading, Grade 3	3,084/1	=	3,084		X 1	3,084
Spanish Reading, Grade 4	2,421/1	=	2,421		X 0	0
Spanish Reading, Grade 5	2,460/1	=	2,460		x 1	2,460
<i>Level II Total</i>	<i>15,588</i>					<i>17,508</i>

Page Total 799,973

Proposed Price Per Page \$ _____

Proposed Package C Price (Page Total X Proposal Price Per Page) \$ _____

Definitions:

*Level I: Literary

**Level II: Foreign Language

PRICE WORKSHEET FOR COPY PACKAGE E

ESTIMATED NUMBER OF BRAILLE MASTER PAGES

Type of Material

Estimated Page Count

Level I*	42,210
Level II*	28,467

Braille Copies

Subject Area	Pages Divided by Number of Titles	=	Average Page Count for Titles	X	Estimated # of Orders	Page Subtotals
<u>Level I</u>						
English Language Arts & Reading, Grade 1	5,805/1	=	5,805	X	30	174,150
Reading, Grade 2	6,558/1	=	6,558	X	28	183,624
Reading, Grade 3	5,832/1	=	5,832	X	31	180,792
Reading, Grade 4	4,944/1	=	4,944	X	28	138,432
Reading, Grade 5	5,328/1	=	5,328	X	22	117,216
English I for Speakers of Other Languages	6,516/1	=	6,516	X	0	0
English II for Speakers of Other Languages	7,227/1	=	7,227	X	0	0
<i>Level I Total</i>	<i>42,210</i>					<i>794,214</i>
<u>Level II</u>						
Spanish Language Arts & Reading, Grade 1	5,805/1	=	5,805	x	2	11,610
Spanish Reading, Grade 2	6,558/1	=	6,558	X	1	6,558
Spanish Reading, Grade 3	5,832/1	=	5,832	X	1	5,832
Spanish Reading, Grade 4	4,944/1	=	4,944	X	0	0
Spanish Reading, Grade 5	5,328/1	=	5,328	X	1	5,328
<i>Level II Total</i>	<i>28,467</i>					<i>29,328</i>

Page Total 823,542

Proposed Price Per Page \$ _____

Proposed Package C Price (Page Total X Proposal Price Per Page) \$ _____

Definitions:

*Level I: Literary

**Level II: Foreign Language

Accessibility Information for Proclamation 2010

I. Electronic Instructional Materials

Publishing companies that offer electronic textbooks (e.g., CD-ROMs, DVDs or Web-based textbooks) for adoption are requested to offer these materials in an accessible format in accordance with the technical standards of the Federal Rehabilitation Act, Section 508, as shown at the following web page: www.section508.gov/index.cfm?FuseAction+Content&ID=12. These technical standards are as follows:

ACCESSIBILITY STANDARDS FOR WEB-BASED TEXTBOOKS

- a. A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).
- b. Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.
- c. Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.
- d. Documents shall be organized so they are readable without requiring an associated style sheet.
- e. Redundant text links shall be provided for each active region of a server-side image map.
- f. Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.
- g. Row and column headers shall be identified for data tables.
- h. Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.
- i. Frames shall be titled with text that facilitates frame identification and navigation.
- j. Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.
- k. A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, **when compliance cannot be accomplished in any other way**. The content of the text-only page shall be updated whenever the primary page changes.

- l. When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by assistive technology.
- m. When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).
- n. When electronic forms are designed to be completed on-line, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.
- o. A method shall be provided that permits users to skip repetitive navigation links.
- p. When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.

ACCESSIBILITY STANDARDS FOR CD-ROM AND DVD-BASED TEXTBOOKS

- a. When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.
- b. Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.
- c. A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that assistive technology can track focus and focus changes.
- d. Sufficient information about a user interface element including the identity, operation and state of the element shall be available to assistive technology. When an image represents a program element, the information conveyed by the image must also be available in text.
- e. When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.

- f. Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.
- g. Applications shall not override user selected contrast and color selections and other individual display attributes.
- h. When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.
- i. Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.
- j. When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.
- k. Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.
- l. When electronic forms are used, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

ACCESSIBILITY INFORMATION RESOURCES FOR PUBLISHERS OF ELECTRONIC TEXTBOOKS

The following web links, publications and conferences offer essential information for publishers that are planning development of accessible electronic textbooks.

General

1. Section 508: <http://www.section508.gov/>
2. Resources from the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI): <http://www.w3.org/WAI/Resources/>
3. *Making Educational Software and Web Sites Accessible: Design Guidelines Including Math and Science Solutions*, The CPB/WGBH National Center for Accessible Media, January 2003: <http://ncam.wgbh.org/cdrom/>
4. Conference Proceedings, Annual Conference on “Technology and Persons with Disabilities,” California State University, Northridge (CSUN): <http://www.csun.edu/cod/conferenceandtraining/index.php>
5. Texas Administrative Code, Section 206.2, Statewide Accessibility for Electronic and Information Resources: <http://www1.dir.state.tx.us/accessibility/index.htm>

Resources for Designing Accessible Web Sites

1. Web Content Accessibility Guidelines (WCAG 1.0) – W3C: <http://www.w3.org/TR/WCAG10/>
2. Curriculum for WCAG 1.0: <http://www.w3.org/WAI/wcag-curric/>
3. Accessible Web Authoring Resources and Education (AWARE) Center for the HTML Writers Guild: <http://aware.hwg.org/>
4. Evaluation, Repair, and Transformation Tools for Web Content Accessibility: <http://www.w3.org/WAI/ER/existingtools.html>
5. HTML Kit (editor, validator, Word 2000 cleanup): <http://www.chami.com/html-kit/>
6. Microsoft IE 5.x Developer Accessories (View partial source, view DOM, more): <http://www.microsoft.com/windows/ie/previous/webaccess/default.asp>
7. Microsoft IE 5.x Web Accessories (links list, toggle images, more): <http://www.microsoft.com/windows/ie/previous/webaccess/ie5wa.asp>
8. WGBH’s National Center for Accessible Media: <http://www.wgbh.org/wgbh/pages/ncam/>
9. Trace Research and Development Center’s Developing More Usable Web Sites: <http://www.trace.wisc.edu/world/web/>
10. Rational Policy Tester Accessibility Edition: <http://www-01.ibm.com/software/awdtools/tester/policy/accessibility/>

Resources for Closed Captioning and Audio Description

1. A directory of captioning service providers is available at: <http://www.captions.org/services.cfm>
2. Media Access Group at WGBH, The Caption Center: <http://www.wgbh.org/caption>
3. National Captioning Institute: <http://www.ncicap.org>
4. VITAC: <http://www.vitac.com>
5. Media Access Group at WGBH, Descriptive Video Service: <http://main.wgbh.org/wgbh/pages/mag/services/description/>

6. Metropolitan Washington Ear, Inc.: <http://www.washear.org>
7. Narrative Television Network: <http://www.narrativetv.com>

Lists of additional resources are available from the Instructional Materials Division.

II. Printed Instructional Materials

ELECTRONIC FILES AND TEXTBOOKS REQUIRED FOR AUTOMATED PRODUCTION OF BRAILLE

NIMAS electronic files of printed instructional materials as well as the printed textbooks are needed to ensure the timely production of Braille versions of the materials.

NIMAS files and printed textbooks are required for all subjects for automated Braille textbook production under Proclamation 2010.

SCHEDULE OF PROCEDURES FOR PROVIDING ELECTRONIC FILES AND PRINTED MATERIALS TO BRAILLE PRODUCERS

- (1) **September 11, 2009:** Publishers provide to the Textbook Administration Division the name, address and telephone number of the production manager of each textbook or instructional material being prepared for submission. This information should be sent to Ms. Pat Hatcher, at e-mail address: pat.hatcher@tea.state.tx.us, fax number (512) 463-8728, or regular address: 1701 North Congress Avenue, Austin, Texas 78701.
- (2) **October 9, 2009:** Publishers send a small NIMAS ready test file and associated print pages to the Instructional Materials Division, Attention: Pat Hatcher. In the past, this procedure has proven to be extremely beneficial to publishers and Braille producers. It has significantly facilitated communication between publishers and Braille producers. After receipt of the test files, Braille producers designated by the Agency will need at least two weeks to evaluate the files and respond to publisher inquiries about usability.
- (3) **November 23-25, 2009:** Publishers of adopted printed instructional materials are informed of the designated Braille producers by Instructional Materials and Educational Technology Division.

(4) **December 4, 2009:**

- (a) Publishers provide three printed copies of all adopted instructional materials to the designated Braille producer. These will be used to assist Braille producers in rendering graphics and pictures included in the adopted textbooks. The printed copies should reflect the student components as they exist at the time of adoption.

Publishers are NOT required to provide printed copies or computer files of materials that are designed for use by teachers. If a teacher who is blind requires a Braille version during the adoption period, a publisher will be requested to provide the agency with two printed teacher editions, if applicable. Publishers are requested to provide two copies of printed items, such as blackline masters, that are clearly intended for student use even though they are included in the teacher component.

- (b) Deliver NIMAS files to designated Braille producers in accordance with the following specifications.

- (5) **April 30, 2010:** Submit three copies of the corrected student components to the designated Braille producer.



NIMAS Development and Technical Assistance Centers

NIMAS 1.1 The Technical Standard

July 19, 2006
Final Standard

ARTICLE I. PART 300—ASSISTANCE TO STATES FOR THE EDUCATION OF CHILDREN WITH DISABILITIES

1. The authority citation for part 300 continues to read as follows:

Authority: 20 U.S.C. 1411–1420, unless otherwise noted.

2. Part 300 is amended by adding an appendix D to part 300 to read as follows:

Appendix D Part 300—National Instructional Materials Accessibility Standard (NIMAS)

Under sections 612(a)(23)(A) and 674(e)(4) of the Individuals with Disabilities Education Act, as amended by the Individuals with Disabilities Education Improvement Act of 2004, the Secretary of Education establishes the NIMAS. Under section 674(e)(4) of the Act, the NIMAS applies to print instructional materials published after August 18, 2006. The purpose of the NIMAS is to help increase the availability and timely delivery of print instructional materials in accessible formats to blind or other persons with print disabilities in elementary and secondary schools.

ARTICLE II. TECHNICAL SPECIFICATIONS—THE BASELINE ELEMENT SET

The Baseline Element Set details the minimum requirement that must be delivered to fulfill the NIMAS. It is the responsibility of publishers to provide this NIMAS-conformant XML content file, a package file (OPF), a PDF-format copy of the title page (*or whichever page(s) contain(s) ISBN and copyright information*), and a full set of the content's images. All of the images included within a work must be provided in a folder and placeholders entered in the relevant XML document indicating their location (all images must be included). The preferred image type is SVG, next is either PNG or JPG format. Images should be rendered in the same size/proportion as their originals at 300 dpi. Images should be named with relative path filenames in XML files (example: ``).

Annotation:

Language pertaining to images has been clarified to explicate size and resolution guidelines and the fact that images present in a source work are required as part of a NIMAS fileset.

NIMAS-conformant content must be valid to the NIMAS 1.1 [see DAISY/NISO Z39.86 2005 or subsequent revisions]. In addition, files are required to use the

tags from the Baseline Element Set when such tags are appropriate. Publishers are encouraged to augment the required Baseline Element Set with tags from the Optional Element Set (elements not included in the Standard) as applicable. For the purposes of NIMAS, appropriate usage of elements, both baseline and optional, is defined by the DAISY Structure Guidelines. Files that do not follow these guidelines in the selection and application of tags are not conformant to this Standard. Both optional elements and appropriate structure guidelines may be located within Z39.86-2002 and Z39.86-2005 available from <http://www.daisy.org/z3986/>. Use of the most current standard is recommended.

Annotation:

A typo was corrected to show that NIMAS 1.1 aligns to DAISY/NISO Z39.86 2005 (not ANZI/NISO).

Section 2.01 **The Baseline Element Set**

(A) DOCUMENT-LEVEL TAGS

Element	Description
dtbook	The root element in the Digital Talking Book DTD. <dtbook> contains metadata in <head> and the contents itself in <book>.
head	Contains metainformation about the book but no actual content of the book itself, which is placed in <book>.
book	Surrounds the actual content of the document, which is divided into <frontmatter>, <bodymatter>, and <rearmatter>. <head>, which contains metadata, precedes <book>.
meta	Indicates metadata about the book. It is an empty element that may appear repeatedly only in <head>. <i>For the most current usage guidelines, please refer to http://www.daisy.org/z3986/</i>

(B) STRUCTURE AND HIERARCHY

Element	Description
frontmatter	Usually contains <doctitle> and <docauthor>, as well as preliminary material that is often enclosed in appropriate <level> or <level1> etc. Content may include a copyright notice, a foreword, an acknowledgements section, a table of contents, etc. <frontmatter> serves as a guide to the content and nature of a <book>.
Annotation: Currently <doctitle> must appear as the first element within <frontmatter>. (This was not yet required when the Standard was first published.)	
bodymatter	Consists of the text proper of a book, as contrasted with preliminary material <frontmatter> or supplementary information in <rearmatter>.
rearmatter	Contains supplementary material such as appendices, glossaries, bibliographies, and indices. It follows the <bodymatter> of the book.

level1	The highest-level container of major divisions of a book. Used in <frontmatter>, <bodymatter>, and <rearmatter> to mark the largest divisions of the book (usually parts or chapters), inside which <level2> subdivisions (often sections) may nest. The class attribute identifies the actual name (e.g., part, chapter) of the structure it marks. Contrast with <level>.
Annotation: Typos (duplicate word, missing letter) were corrected in the <level1> description: " rearmatter <rearmatter>", "bodymater".	
level2	Contains subdivisions that nest within <level1> divisions. The class attribute identifies the actual name (e.g., subpart, chapter, subsection) of the structure it marks.
level3	Contains sub-subdivisions that nest within <level2> subdivisions (e.g., sub-subsections within subsections). The class attribute identifies the actual name (e.g., section, subpart, subsubsection) of the subordinate structure it marks.
level4	Contains further subdivisions that nest within <level3> subdivisions. The class attribute identifies the actual name of the subordinate structure it marks.
level5	Contains further subdivisions that nest within <level4> subdivisions. The class attribute identifies the actual name of the subordinate structure it marks.
level6	Contains further subdivisions that nest within <level5> subdivisions. The class attribute identifies the actual name of the subordinate structure it marks.
h1	Contains the text of the heading for a <level1> structure.
h2	Contains the text of the heading for a <level2> structure.
h3	Contains the text of the heading for a <level3> structure.
h4	Contains the text of the heading for a <level4> structure.
h5	Contains the text of the heading for a <level5> structure.
h6	Contains the text of the heading for a <level6> structure. <i>For the most current usage guidelines, please refer to http://www.daisy.org/z3986/</i>

(C) BLOCK ELEMENTS

Element	Description
author	Identifies the writer of a work other than this one. Contrast with <docauthor>, which identifies the author of this work. <author> typically occurs within <blockquote> and <cite>.
blockquote	Indicates a block of quoted content that is set off from the surrounding text by paragraph breaks. Compare with <q>, which marks short, inline quotations.
list	Contains some form of list, ordered or unordered. The list may have an intermixed heading <hd> (generally only one, possibly with <prodnote>), and an intermixture of list items and <pagenum>. If bullets and outline enumerations are part of the print content, they are expected to prefix those list items in content, rather than be implicitly generated.
li	Marks each list item in a <list>. content may be either inline or block and may include other nested lists. Alternatively it may contain a sequence of list item components, <lic>, that identify regularly occurring content, such as the heading and page number of each entry in a table of contents.
hd	Marks the text of a heading in a <list> or <sidebar>.
Annotation: A typo was deleted from the <hd> description: "or \ <sidebar>".	
note	Marks a footnote, endnote, etc. Any local reference to <note id="yyy"> is by <noteref idref="#yyy">. [Attribute id]
p	Contains a paragraph, which may contain subsidiary <list> or <dl>.
sidebar	Contains information supplementary to the main text and/or narrative flow and is often boxed and printed apart from the main text block on a page. It may have a heading <hd>.
cite	Marks a reference (or citation) to another document.
dd	Marks a definition of the preceding term <dt> within a definition list <dl>. A definition without a preceding <dt> has no semantic interpretation, but is visually presented aligned with other <dd>.
dl	Contains a definition list, usually consisting of pairs of terms <dt> and definitions <dd>. Any definition can contain another definition list.
dt	Marks a term in a definition list <dl> for which a definition <dd> follows. <i>For the most current usage guidelines, please refer to http://www.daisy.org/z3986/</i>

(D) INLINE ELEMENTS

Element	Description
em	Indicates emphasis. Usually is rendered in italics. Compare with .
q	Contains a short, inline quotation. Compare with <blockquote>, which marks a longer quotation set off from the surrounding text.
strong	Marks stronger emphasis than . Visually is usually rendered bold.
sub	Indicates a subscript character (printed below a character's normal baseline). Can be used recursively and/or intermixed with <sup>.
sup	Marks a superscript character (printed above a character's normal baseline). Can be used recursively and/or intermixed with <sub>.
br	Marks a forced line break.
line	Marks a single logical line of text. Often used in conjunction with <linenum> in documents with numbered lines. [Use only when line breaks must be preserved to capture meaning (e.g., poems, legal texts).]
linenum	Contains a line number, for example in legal text. [Use only when <line> is used, and only for lines numbered in print book.]
pagenum	Contains one page number as it appears from the print document, usually inserted at the point within the file immediately preceding the first item of content on a new page. [NB: Only valid when it includes an id attribute].
noteref	Marks one or more characters that reference a footnote or endnote <note>. Contrast with <annoref>. <noteref> and <note> are independently skippable. <i>For the most current usage guidelines, please refer to http://www.daisy.org/z3986/</i>

(E) TABLES

Element	Description
table	Contains cells of tabular data arranged in rows and columns. A <table> may have a <caption>. It may have descriptions of the columns in <col>s or groupings of several <col> in <colgroup>. A simple <table> may be made up of just rows <tr>. A long table crossing several pages of the print book should have separate <pagenum> values for each of the pages containing that <table> indicated on the page where it starts. Note the logical order of optional <thead>, optional <tfoot>, then one or more of either <tbody> or just rows <tr>. This order accommodates simple or large, complex tables. The <thead> and <tfoot> information usually helps identify content of the <tbody> rows. For a multiple-page print <table> the <thead> and <tfoot> are repeated on each page, but not redundantly tagged.
td	Indicates a table cell containing data.
tr	Marks one row of a <table> containing <th> or <td> cells. <i>For the most current usage guidelines, please refer to http://www.daisy.org/z3986/</i>

(F) IMAGES

Element	Description
imggroup	Provides a container for one or more and associated <caption>(s) and <prodnote>(s). A <prodnote> may contain a description of the image. The content model allows: 1) multiple if they share a caption, with the ids of each in the <caption> imgref="id1 id2 ...">, 2) multiple <caption> if several captions refer to a single where each caption has the same <caption> imgref="xxx">, 3) multiple <prodnote> if different versions are needed for different media (e.g., large print, braille, or print). If several <prodnote> refer to a single , each prodnote has the same <prodnote imgref="xxx">.
img	Points to the image to be rendered. An may stand alone or be grouped using <imggroup>.
caption	Describes a <table> or . If used with <table> it must follow immediately after the <table> start tag. If used with <imggroup> it is not so constrained. <i>For the most current usage guidelines, please refer to http://www.daisy.org/z3986/</i>

Section 2.02 **1. The Optional Elements and Guidelines for Use**

Publishers are encouraged to apply mark-up beyond the baseline (required) elements. The complete DTBook Element Set reflects the tags necessary to create the six types of Digital Talking Books and Braille output. Because of the present necessity to subdivide the creation of alternate format materials into distinct phases, the Panel determined that baseline elements would be provided by publishers, and optional elements would be added to the NIMAS-conformant files by third-party conversion entities. In both circumstances the protocols for tagging digital files should conform to the most current DAISY/NISO Z39.86 specification. Content converters are directed to the most current DAISY Structure Guidelines (<http://www.daisy.org/z3986/>) for guidance on their use.

Since the publication of the original National File Format report from which the NIMAS technical specifications were derived, ANSI/NISO Z39.86-2002 was updated and is now DAISY/NISO Z39.86-2005. It may be best to avoid using the following optional elements which are no longer included in DAISY/NISO Z39.86-2005: <style>, <notice>, <hr>, and <levelhd>.

Also, the following new elements were introduced by DAISY/NISO Z39.86-2005 and should be considered optional elements for the NIMAS: <bridgehead>, <byline>, <covertitle>, <dateline>, <epigraph>, <linegroup>, and <poem>. Please refer to DAISY/NISO Z39.86-2005 for additional information regarding these elements. To access the DAISY/NISO Z39.86-2005 specification, go to <http://www.daisy.org/z3986/>.

Section 2.03 **2. Package File**

A package file describes a publication. It identifies all other files in the publication and provides descriptive and access information about them. A publication must include a package file conforming to the NIMAS. The package file is based on the Open eBook Publication Structure 1.2 package file specification (For most recent detail please see <http://www.openebook.org/oebps/oebps1.2/download/oeb12-xhtml.htm#sec2.>) A NIMAS package file must be a valid XML OeBPS 1.2 package file instance and must meet the following additional standards:

Annotation:

A typo was corrected in the wording of this section of the Standard to clarify that a NIMAS OPF file must be a valid XML OeBPS 1.2 package file.

Annotation:

NIMAS package files must also conform to NIMAC metadata requirements. (The NIMAC had not yet established their specific metadata requirements when the Standard was first published.)

The NIMAS Package File must include the following Dublin Core (dc:) metadata:

- dc:Title
- dc:Creator (if applicable)

- dc:Publisher
- dc>Date (Date of NIMAS-compliant file creation—yyyy-mm-dd)
- dc:Format (=“NIMAS 1.1”)
- dc:Identifier (a unique identifier for the NIMAS-compliant digital publication, e.g., print ISBN + “-NIMAS”—exact format to be determined)
- dc:Language (one instance, or multiple in the case of a foreign language textbook, etc.)
- dc:Rights (details to be determined)
- dc:Source (ISBN of print version of textbook)

Annotation:

A typo was corrected to show that the current specification is NIMAS 1.1, not NIMAS 1.0, and a typo was corrected to add a missing space.

Annotation:

The precise format of the dc: Identifier metadata element had not yet been established when the Standard was first published. The example here provides a practical model.

<dc: Identifier> exact format has been determined as follows:

```
<dc:Identifier id="id">
0000000000NIMAS
</dc:Identifier>
```

where the zeroes are the print work’s ISBN followed by the text “NIMAS” without punctuation.

And the following x-metadata items:

- nimas-SourceEdition (the edition of the print textbook)
- nimas-SourceDate (date of publication of the print textbook)

The following metadata were proposed also as a means of facilitating recordkeeping, storage, and file retrieval:

- dc:Subject (Language Arts, Social Studies, etc.)
- nimas-grade (specific grade level of the print textbook, e.g.; Grade 6)
- nimas gradeRange (specific grade range of the print textbook, e.g.; Grades 4–5)

Annotation:

For NIMAC repository submissions, provide PDF-format pages of a print work’s title page(s) *and* copyright/ISBN page(s). The NIMAC has determined in practice that a work’s title page(s) information is/are needed in addition to copyright/ISBN page(s) when copyright/ISBN information appears elsewhere within a work.

Annotation:

As the Standard has moved forward to implementation, questions have arisen regarding metadata element content when an ISBN is not present in a print work. The following alternative unique identification information and its use and mark-up has been determined:

Use a work's UPC code, *only* for items without ISBN information, in <dc: Identifier> (do *not* use <dc: Source> for UPC information) in the following format: UPC123456NIMAS

An additional suggestion references the use of:

- dc:audience:educationLevel (for the grade and gradeRange identifiers, noting that Dublin Core recommends using educationLevel with an appropriate controlled vocabulary for context, and recommends the U.S. Department of Education's Level of Education vocabulary online at <http://www.ed.gov/admin/reference/index.jsp>. Using educationLevel obviates the need for a separate field for gradeRange since dc elements can repeat more than once. A book used in more than one grade would therefore have two elements, for example, one with a value of "Grade 4" and another with a value of "Grade 5."

A final determination as to which of these specific metadata elements to use needs to be clarified in practice. The package manifest must list all provided files (text, images, etc.). (Note: For purposes of continuity and to minimize errors in transformation and processing, the NIMAS-compliant digital text should be provided as a single document.)

Annotation:

Metadata in NIMAS filesets are in the process of being determined via practice and consensus of the NIMAS Technical Sub-Committee. One item determined since original publication of the Standard is the correct MIME type format to use in NIMAS package files, as the use of established MIME types in OPF files is required for NIMAS fileset package files. The correct types for the most-commonly used formats are as follows:

XML: "media-type="application/x-dtbook+xml"

PDF: "media-type="application/pdf"

images: "media-type="image/jpeg", "media-type="image/svg+xml", "media-type="image/png"

Section 2.04 3. Modular Extensions

The most current DAISY/NISO standard, formally the [DAISY/NISO Z39.86, Specifications for the Digital Talking Book](#) defines a comprehensive system for creating Digital Talking Books. A part of this standard is DTBook, an XML vocabulary that provides a core set of elements needed to produce most types of books. However, DTBook is not intended to be an exhaustive vocabulary for all types of books.

Guidelines for the correct approach to extend the DAISY/NISO standard have been established. Mathematics, video support, testing, workbooks, music, dictionaries, chemistry, and searching are some of the extensions that have been discussed. Visit <http://www.daisy.org/z3986/> to learn more about modular extensions.

File Quality Checklist

1. Has the beginning (top) of each page in the files been numbered to correspond to the page numbers in the printed textbook? If the answer is no, then the pages should be numbered at the beginning (top) of each page so that Braille producers are able to navigate through the data and produce usable Braille pages.
2. Has each chapter been placed in a separate file and is each chapter located in only one file? If either answer is no, the files should be modified to reflect a one-to-one correspondence between chapters and files.
3. Have paragraphs been clearly delineated? If the answer is no, the files should be partitioned into separate paragraphs.
4. Are recurring subsections of chapters, such as exercises, all included in one file? All subsections should be integrated into the appropriate chapters.
5. Are marginal notes, footnotes, words within captions, and artwork/pictures, illustrations, maps, and charts included in the files in the locations where they would naturally be found? If the answer is no, then these captions should be included.
6. Have all materials that are bolded or in italics been tagged throughout the textbook? If the answer is no, the file should be appropriately tagged for emphasis.
7. Are the files free of all extraneous characters? Only “clean” files can be used to produce Braille.
8. Are all parts of the textbook including glossaries, indices and front/back matter included in the electronic files?
9. Are disks accurately labeled and sequentially numbered to identify the title and chapters?
10. Do the files include all corrections and changes requested by the State Board of Education? If the answer is no, you should contact the Special Materials Section at (512) 463-9832 concerning preparation of an updated electronic file or a set of marked tearsheets as deemed appropriate for the situation.

List of Education Service Centers Where Textbooks May Be Viewed

<p>Mr. Jack Damron <u>Region 1</u> Education Service Center 1900 West Schunior Edinburg, TX 78541-2234 (956) 984-6000 Fax: (956) 984-7655</p>	<p>Mr. Thomas Poe <u>Region 6</u> Education Service Center 3332 Montgomery Road Huntsville, TX 77340-6499 (936) 435-8400 Fax: (936) 435-8484</p>	<p>Mr. Richard Ownby <u>Region 11</u> Education Service Center 3001 North Freeway Fort Worth, TX 76106-6596 (817) 740-3600 FAX: (817) 740-7600</p>	<p>Mr. John Bass <u>Region 16</u> Education Service Center 5800 Bell Street Amarillo, TX 79109-6230 (806) 677-5000 FAX: (806) 677-5001</p>
<p>Dr. Linda Villarreal <u>Region 2</u> Education Service Center 209 North Water Street Corpus Christi, TX 78401-2599 (361) 561-8400 FAX: (361) 883-3442</p>	<p>Mrs. Elizabeth Abernethy <u>Region 7</u> Education Service Center 1909 N. Longview Street Kilgore, TX 75662-6827 (903) 988-6700 FAX: (903) 988-6708</p>	<p>Dr. Tom Norris <u>Region 12</u> Education Service Center P. O. Box 23409 Waco, TX 76702-3409 Location: 2101 W. Loop 340, 76712 (254) 297-1212 FAX: (254) 666-0823</p>	<p>Dr. Kyle Wargo <u>Region 17</u> Education Service Center 1111 West Loop 289 Lubbock, TX 79416-5029 (806) 792-4000 FAX: (806) 792-1523</p>
<p>Dr. Julius D. Cano <u>Region 3</u> Education Service Center 1905 Leary Lane Victoria, TX 77901-2899 (361) 573-0731 FAX: (361) 576-4804</p>	<p>Mr. Harvey Hohenberger <u>Region 8</u> Education Service Center P. O. Box 1894 Mt. Pleasant, TX 75456-1894 Location: 2230 N. Edwards, 75455 (903) 572-8551 FAX: (903) 575-2611</p>	<p>Dr. Pat Pringle <u>Region 13</u> Education Service Center 5701 Springdale Road Austin, TX 78723-3675 (512) 919-5313 FAX: (512) 919-5374</p>	<p>Mr. Charles W. Greenawalt <u>Region 18</u> Education Service Center P. O. Box 60580 Midland, TX 79711-0580 Location: 2811 LaForce Blvd., 79711 (432) 563-2380 FAX: (432) 567-3290</p>
<p>Dr. Bill McKinney <u>Region 4</u> Education Service Center 7145 West Tidwell Houston, TX 77092-2096 (713) 462-7708 FAX: (713) 744-6514</p>	<p>Ms. Anne Poplin <u>Region 9</u> Education Service Center 301 Loop 11 Wichita Falls, TX 76306-3706 (940) 322-6928 FAX: (940) 767-3836</p>	<p>Mr. Ronnie Kincaid <u>Region 14</u> Education Service Center 1850 Highway 351 Abilene, TX 79601-4750 (325) 675-8600 FAX: (325) 675-8659</p>	<p>Dr. James R. Vasquez <u>Region 19</u> Education Service Center P. O. Box 971127 El Paso, TX 79997-1127 Location: 6611 Boeing Drive, 79925 (915) 780-1919 FAX: (915) 780-6537</p>
<p>Dr. R. Steve Hyden <u>Region 5</u> Education Service Center 2295 Delaware Street Beaumont, TX 77703-4299 (409) 838-5555 FAX: (409) 833-9755</p>	<p>Mr. Wilburn O. Echols, Jr. <u>Region 10</u> Education Service Center 400 E. Spring Valley Road, Richardson, TX 75083-5101 (972) 348-1700 FAX: (972) 231-3642</p>	<p>Mr. Scot Goen <u>Region 15</u> Education Service Center P. O. Box 5199 San Angelo, TX 76902-5199 Location: 612 South Irene Street, 76903 (325) 658-6571 FAX: (325) 655-4823</p>	<p>Dr. Terry W. Smith <u>Region 20</u> Education Service Center 1314 Hines Avenue San Antonio, TX 78208-1899 (210) 370-5200 FAX: (210) 370-5750</p>

INSTRUCTIONS FOR PRODUCTION OF BRAILLE TEXTBOOK COPIES

I. Educational Materials/Educational Materials for the Visually Impaired (EMAT/EVI) System.

EMAT/EVI is the Instructional Materials' textbook management system. Via the Internet, school districts can connect to EMAT/EVI to complete many tasks. EMAT/EVI also connects to the system of braille producers, automating many of the processes involved in the ordering, mastering and shipping of braille textbooks. The Producer will enter braille master detail online via a secured web browser interface. The Producer must obtain a computer sign-on ID and password from the Agency. The agency will provide EMAT/EVI instructions to the Producer.

II. Requirements for Braille Copies.

A. Print and Braille Title Pages. Each volume shall contain a print title page and a Braille title page. The title page shall contain the following information in the order shown below:

1. Complete titles
2. Author's full name, preceded by the word "By."
3. Textbook publisher, city and state preceded by the words "Published by."
4. Copyright "year"
5. The words "Further reproduction or distribution in other than a specialized format is prohibited."
6. International Standard Book Number (ISBN) provided to the Producer by the Agency.
7. The year transcribed, transcriber's name, and city and state of transcribing unit.
8. Volume designation, Braille pages, and ink pages, as follows:

In Fifteen Volumes
Volume 3
Braille pages p1-p12 and 1-154
Print pages ix-xi and l-bl45

B. Braille Labels. The Producer shall generate Braille labels using clear laminated paper that will adhere to the front cover of the Braille volumes. The following information shall appear on the label:

1. The complete title of the textbook, if possible. If not possible, an abbreviated version should appear.

2. The last name of the author
 3. Copyright information (e.g. c# 1993)
 4. Volume 1 of 4
 5. Ink pages [e.g., (ink) p#1-54]
- C. State of Texas Property Labels. The Producer shall insert a blank protective page with the State of Texas Property Label reproduced on it at the end of each volume (See Attachment 1).
- D. The Producer shall insert a blank page of transcribing paper as the last page of every Braille volume.
- E. Bindings. Braille books shall be durably bound in polyethylene binders and plastic bindings. Braille binders must be durable enough to last for eight years, since textbooks may be readopted for two additional years. The covers shall have rounded corners and shall overhang the top, side, and bottom of the bound pages by approximately 1/4 inch. Covers and binding method are subject to agency approval.
- F. Recall. Braille books produced for the agency shall be free of defects and are subject to recall by the agency. Recopying and rebinding shall be at the expense of the Producer, based on the above criteria. It shall be the prerogative of the agency to institute a recall.
- G. Agency inspection. The agency reserves the right to inspect any process or test being performed. At any time during the course of the contract, during normal business hours, agency representatives shall have authority to select, at random, samples of the finished product to test for adherence to the specified requirements.

III. Labeling, Packaging, and Shipping

- A. Mailing Cartons. Mailing cartons shall be of a quality to protect Braille materials being sent through the U.S. Postal Service without damage. The mailing cartons shall not exceed 13" X 13" X 10". The Producer is responsible for the bulk shipment of books from the production point to the school district in such fashion that books arrive undamaged. The Producer must conform to the requirements and restrictions of the U.S. Postal Service with respect to such bulk shipments. The following information shall appear on the mailing carton:
1. Indicate the number of boxes being sent to a school district (i.e., "1 of 6")
 2. Add ISBN on the side of the mailing carton
- B. Mailing Carton Labels. Mailing labels shall contain the following information:
1. Return address of the Producer
 2. "Free Matter for the Blind or Handicapped"
 3. Address of the school district

4. Name of textbook coordinator from school district
5. **A 4" X 6" rectangular neon red label on two opposite sides of each mailing carton. The words "BRAILLE MATERIAL ENCLOSED" should be typed on each label in 48 point Verdana and should be bolded, italicized and centered.**

- C. Shipping. Books are to be shipped by free mail as authorized by P.L. 91-375, August 12, 1970, in accordance with procedures in the United States Postal Service Domestic Mail Manual [Issue 58 plus Postal Bulletin changes Through PB 22125 (4-1-04)], Section E040, "Free Matter For the Blind and Other Physically Handicapped Persons." Books ordered by the agency are the property of the Producer until the school district acknowledges receipt. Books lost in transit to the school district will be replaced by the Producer without additional cost to the state.

IV. Ordering, Invoicing and Payment

- A. Braille Copies. The Instructional Materials Division operates a textbook management system (EMAT/EVI) using the Internet, which allows school districts to requisition braille textbooks online, and the Producer to enter shipment information online. As school districts requisition the braille textbooks, the agency will update these into orders, which the Producer will be able to view via EMAT//EVI. As orders are shipped to the appropriate school districts, the Producer will complete the shipping detail and bill-of-lading. This information will be used to generate monthly payments to the Producer. Payments will be made by direct deposit. A payment report will be mailed to the Producer. Discrepancies will be reconciled on future payment to the Producer.
- B. Entry of Data into the EMAT/EVI system. As copies are shipped to school districts, enter shipping detail information and the Uniform Straight Bill of Lading into the EMAT/EVI system promptly. This information is needed not only for billing purposes but also to determine what has been shipped to the school districts. The packing list should be printed from EMAT/EVI and included in the shipment to school districts.
- C. Express Shipments. Whenever the Agency directs that certain textbooks be sent to a school district by the fastest means possible, the Producer shall submit a copy of the Express Mail receipt to the Agency for reimbursement. The Producer will not charge the Agency for Express Mail delivery unless such delivery has been directed by the Agency. "Free Matter for the Blind or Handicapped" will be the normal method for shipping Braille copies to school districts.

THIS BOOK IS THE PROPERTY OF:			
STATE _____ COUNTY _____ PARISH _____ SCHOOL DISTRICT _____ OTHER _____	Book No. _____ Enter Information In spaces to the left as instructed		
<i>ISSUED TO</i>	<i>Year Used</i>	<u>CONDITION</u>	
		<u>ISSUED</u>	<u>RETURNED</u>
-----	-----	-----	-----
-----	-----	-----	-----
-----	-----	-----	-----
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-----	-----	-----	-----
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-----	-----	-----	-----
-----	-----	-----	-----

PUPILS to whom this textbook is issued must not write on any pages or mark any part of it in any way.

1. Teachers should see that the pupil’s name is clearly written in ink in the spaces above in every book issued.
2. The following terms should be used in recording the condition of the book: New; Good; Fair; Poor; Bad; Unusable.

CRITERIA FOR ALLOCATING POINTS FOR QUALITY OF SAMPLES
Copies

Quality of Text and Paper	(29 points total)
Embossed text	18 points
Paper	3 points
Print title page	3 points
Braille label	3 points
State of Texas Property Labels	2 points
Quality of Graphics	12 points
Quality of Binding	<u>9 points</u>
TOTAL	50 points

SCALE FOR AWARDING POINTS FOR BUDGET (PRICE PER PAGE)
BRAILLE COPIES

POINTS	PRICE
0	\$0.51 and above
1	\$0.47 – 0.50
2	\$0.43 – 0.46
3	\$0.39 – 0.42
4	\$0.35 – 0.38
5	\$0.31 – 0.34
6	\$0.27 – 0.30
7	\$0.26 and below

Proclamation 2010 Programs Submitted For Adoption in 2009

The list underneath entitled, "Programs Submitted for Adoption that Are Likely to Be Brailled," includes names of publishing companies that submitted materials for consideration for adoption in November 2009 under Proclamation 2010, along with titles of the programs and the subjects/courses under which the programs were submitted. Only programs with print material are listed. Programs that are exclusively electronic media, such as online, CD-ROM, or DVD programs are excluded from the list. These electronic programs will not be available in Braille.

Please note that this list is subject to change throughout the adoption process. Some programs may be withdrawn by the publisher and some programs may be rejected because they do not contain at least 50% of the Texas Essential Knowledge and Skills. This list will not be finalized until the State Board of Education adopts the materials in November 2009. Bidders who make their interest known will receive updated information regarding any publisher withdrawals. Bidders should take this updated information into consideration when determining the proposed bid price, but should continue to complete the appropriate "Price Worksheet" provided in this RFP.

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Bedford, Freeman & Worth	9780312592707	The Language of Composition, Texas Package The Language of Composition Texas Literature: A Case Study	AP English Language
Bedford, Freeman & Worth	9780312592691	The Bedford Introduction to Literature, Texas Package The Bedford Introduction to Literature, 8/e Texas Literature: A Case Study (Same as above)	AP English Literature
EMC Publishing	9780821930670	Mirrors & Windows: Connecting with Literature, Level I Student Edition Student Edition	Literature, Grade 6
EMC Publishing	9780821930991	Mirrors & Windows: Connecting with Literature, Level II Student Edition Student Edition	Literature, Grade 7
EMC Publishing	9780821931271	Mirrors & Windows: Connecting with Literature, Level III Student Edition Student Edition	Literature, Grade 8
EMC Publishing	9780821931486	Mirrors & Windows: Connecting with Literature, Level IV Student Edition Student Edition	Literature I
EMC Publishing	9780821931769	Mirrors & Windows: Connecting with Literature, Level V Student Edition Student Edition	Literature II
EMC Publishing	9780821932131	Mirrors & Windows: Connecting with Literature, Level VI Student Edition	Literature III
EMC Publishing	9780821932414	Mirrors & Windows: Connecting with Literature, Level VII Student Edition Student Edition	Literature IV
Glencoe/McGraw-Hill, a division of The McGraw-Hill Companies, Inc.	9780078932380	Glencoe Literature Texas Treasures, Course 1 Student Edition Read and Write ELL Workbook Student Edition	Literature, Grade 6
Glencoe/McGraw-Hill, a division of The McGraw-Hill Companies, Inc.	9780078932397	Glencoe Literature Texas Treasures, Course 2 Student Edition Read and Writer ELL Workbook Student Edition	Literature, Grade 7
Glencoe/McGraw-Hill, a division of The McGraw-Hill Companies, Inc.	9780078932403	Glencoe Literature Texas Treasures, Course 3 Student Edition Read and Writer ELL Workbook Student Edition	Literature, Grade 8
Glencoe/McGraw-Hill, a division of The McGraw-Hill Companies, Inc.	9780078932410	Glencoe Literature Texas Treasures, Course 4 Student Edition Read and Writer ELL Workbook Student Edition	Literature I
Glencoe/McGraw-Hill, a division of The McGraw-Hill Companies, Inc.	9780078932427	Glencoe Literature Texas Treasures, Course 5 Student Edition Read and Writer ELL Workbook Student Edition	Literature II

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Glencoe/McGraw-Hill, a division of The McGraw-Hill Companies, Inc.	9780078932434	Glencoe Literature Texas Treasures, American Literature Student Edition Read and Writer ELL Workbook Student Edition	Literature III
Glencoe/McGraw-Hill, a division of The McGraw-Hill Companies, Inc.	9780078932441	Glencoe Literature Texas Treasures, British Literature Student Edition Read and Writer ELL Workbook Student Edition	Literature IV
Houghton Mifflin Harcourt School Publishers	9780547250168	Texas Journeys, Level 1 Texas Journeys Student Book, Level 1, Volume 1 Texas Journeys Student Book, Level 1, Volume 2 Texas Journeys Student Book, Level 1, Volume 3 Texas Journeys Student Book, Level 1, Volume 4 Texas Journeys Student Book, Level 1, Volume 5 Texas Journeys Student book, Level 1, Volume 6 Texas Journeys Decodable Reader Collection, Level 1	English Language Arts & Reading, Grade 1
Houghton Mifflin Harcourt School Publishers	9780547250212	Texas Journeys, Level 2 Texas Journeys Student Book, Level 2, Volume 1 Texas Journeys Student Book, Level 2, Volume 2	Reading, Grade 2
Houghton Mifflin Harcourt School Publishers	9780547250137	Texas Journeys, Level 3 Texas Journeys Student Book, Level 3, Volume 1 Texas Journeys Student Book, Level 3, Volume 2 Texas Journeys Magazine, Level 3	Reading, Grade 3
Houghton Mifflin Harcourt School Publishers	9780547250199	Texas Journeys, Level 4 Texas Journeys Student Book, Level 4 Texas Journeys Magazine, Level 4	Reading, Grade 4
Houghton Mifflin Harcourt School Publishers	9780547250274	Texas Journeys, Level 5 Texas Student Book, Level 5 Texas Journeys Magazine, Level 5	Reading, Grade 5
Houghton Mifflin Harcourt School Publishers	9780547252360	Texas Portals for Reading, Level 6 Texas Portals for Reading Student Edition, Level 6 Texas Portals for Reading Connect Consumable Workbook, Level 6 Texas Portals for Reading Bounce Graphic Novel, Level 6	Reading Elective, Grade 6
Houghton Mifflin Harcourt School Publishers	9780547252377	Texas Portals for Reading, Level 7 Texas Portals for Reading Student Edition, Level 7 Texas Portals for Reading Connect Workbook Consumable, Level 7 Texas Portals for Reading Bounce Graphic Novel, Level 7	Reading Elective, Grade 7
Houghton Mifflin Harcourt School Publishers	9780547252384	Texas Portals for Reading, Level 8 Texas Portals for Reading Student Edition, Level 8 Texas Portals for Reading Connect Workbook Consumable, Level 8	Reading Elective, Grade 8

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<u>Publisher Name</u>	<u>ISBN</u>	<u>Title/Component</u>	<u>Subject/Course</u>
Houghton Mifflin Harcourt School Publishers	9780547249940	Texas Senderos, Level 1 Texas Senderos, Coleccion de libros decodificables, Nivel 1 (Decodable Reader Collection, Level 1) Texas Senderos, Libro del estudiante, Nivel 1, Volumen 1 (Student Book, Level 1, Volume 1) Texas Senderos, Libro del estudiante, Nivel 1, Volumen 2 (Student Book, Level 1, Volume 2) Texas Senderos, Libro del estudiante, Nivel 1, Volumen 3 (Student Book, Level 1, Volume 3) Texas Senderos, Libro del estudiante, Nivel 1, Volumen 4 (Student Book, Level 1, Volume 4) Texas Senderos, Libro del estudiante, Nivel 1, Volumen 5 (Student Book, Level 1, Volume 5) Texas Senderos, Libro del estudiante, Nivel 1, Volumen 6 (Student Book, Level 1, Volume 6)	Spanish Language Arts & Reading, Grade 1 Grade 1
Houghton Mifflin Harcourt School Publishers	9780547249957	Texas Senderos, Level 2 Texas Senderos, Libro del estudiante, Nivel 2, Volumen 1 (Student Book, Level 2, Volume 1) Texas Senderos, Libro del estudiante, Nivel 2, Volumen 2 (Student Book, Level 2, Volume 2)	Spanish Reading, Grade 2
Houghton Mifflin Harcourt School Publishers	9780547249964	Texas Senderos, Level 3 Texas Senderos, Libro del estudiante, Nivel 3, Volumen 1 (Student Book, Level 3, Volume 1) Texas Senderos, Libro del estudiante, Nivel 3, Volumen 2 (Student Book, Level 3, Volume 2) Texas Senderos, Unidad de libros y revista, Revista de Nivel 3 (Magazine Level 3)	Spanish Reading, Grade 3
Houghton Mifflin Harcourt School Publishers	9780547249971	Texas Senderos, Level 4 Texas Senderos, Libro del estudiante, Nivel 4 (Student Book, Level 4) Texas Senderos, Unidad de libros y revista, Revista de Nivel 4 (Magazine, Level 4)	Spanish Reading, Grade 4
Houghton Mifflin Harcourt School Publishers	9780547249988	Texas Senderos, Level 5 Texas Senderos, Libro del estudiante, Nivel 5 (Student Book, Level 5) Texas Senderos, Unidad de libros y revista, Revista de Nivel 5 (Magazine, Level 5)	Spanish Reading, Grade 5
Macmillan/McGraw-Hill, A Division of The McGraw-Hill Companies	9780022075279	Macmillan/McGraw-Hill Texas Treasures 2011, Grade 1 Texas Student Book, Book 1 Texas Student Book, Book 2 Texas Student Book, Book 3 Texas Student Book, Book 4 Texas Student Book, Book 5 Texas Student Book, Book 6 Texas Practice Book, Consumable Decodable Reader Package Texas Reading Genres: A Study Guide Texas Time for Kids Student Edition ELL Practice Book, Consumable	English Language Arts & Reading, Grade 1

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Macmillan/McGraw-Hill, A Division of The McGraw-Hill Companies	9780022075286	Macmillan/McGraw-Hill Texas Treasures 2011, Grade 2 Texas Student Book, Book 1 Texas Student Book, Book 2 Texas Practice Book, Consumable Decodable Reader Package Texas Reading Genres: A Study Guide Texas Time for Kids Student Edition ELL Practice Book, Consumable	Reading, Grade 2
Macmillan/McGraw-Hill, A Division of The McGraw-Hill Companies	9780022075293	Macmillan/McGraw-Hill Texas Treasures 2011, Grade 3 Texas Student Book, Book 1 Texas Student Book, Book 2 Texas Practice Book, Consumable Texas Reading Genres: A Study Guide Texas Time for Kids Student Edition ELL Practice Book, Consumable	Reading, Grade 3
Macmillan/McGraw-Hill, A Division of The McGraw-Hill Companies	9780022075309	Macmillan/McGraw-Hill Texas Treasures 2011, Grade 4 Texas Student Book Texas Practice Book, Consumable Texas Reading Genres: A Study Guide Texas Time for Kids Student Edition ELL Practice Book, Consumable	Reading, Grade 4
Macmillan/McGraw-Hill, A Division of The McGraw-Hill Companies	9780022075316	Macmillan/McGraw-Hill Texas Treasures 2011, Grade 5 Texas Student Book Texas Practice Book, Consumable Texas Reading Genres: A Study Guide Texas Time for Kids Student Edition ELL Practice Book, Consumable	Reading, Grade 5
Macmillan/McGraw-Hill, A Division of The McGraw-Hill Companies	9780022075217	Macmillan/McGraw-Hill Texas Tesoros de lectura 2011, Grade 1 Texas Student Book, Book 1 Texas Student Book, Book 2 Texas Student Book, Book 3 Texas Student Book, Book 4 Texas Student Book, Book 5 Texas Student Book, Book 6 Texas Practice Book, Consumable Decodable Reader Package Texas Reading Genres: A Study Guide Texas Time for Kids Student Edition	Spanish Language Arts & Reading, Grade 1
Macmillan/McGraw-Hill, A Division of The McGraw-Hill Companies	9780022075224	Macmillan/McGraw-Hill Texas Tesoros de lectura 2011, Grade 2 Texas Student Book, Book 1 Texas Student Book, Book 2 Texas Practice Book, Consumable Decodable Reader Package Texas Reading Genres: A Study Guide Texas Time for Kids Student Edition	Spanish Reading, Grade 2

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Macmillan/McGraw-Hill, A Division of The McGraw-Hill Companies	9780022075231	Macmillan/McGraw-Hill Texas Tesoros de lectura 2011, Grade 3 Texas Student Book, Book 1 Texas Student Book, Book 2 Texas Practice Book Texas Reading Genres: A Study Guide Texas Time for Kids Student Edition	Spanish Reading, Grade 3
Macmillan/McGraw-Hill, A Division of The McGraw-Hill Companies	9780022075248	Macmillan/McGraw-Hill Texas Tesoros de lectura 2011, Grade 4 Texas Student Book Texas Practice Book Texas Reading Genres: A Study Guide Texas Time for Kids Student Edition	Spanish Reading, Grade 4
Macmillan/McGraw-Hill, A Division of The McGraw-Hill Companies	9780022075255	Macmillan/McGraw-Hill Texas Tesoros de lectura 2011, Grade 5 Texas Student Book Texas Practice Book Texas Reading Genres: A Study Guide Texas Time for Kids Student Edition	Spanish Reading, Grade 5
Mondo Publishing	9781602017375	BOOKSHOP Reading, Grade 1 Guided Reading Library 438 Student Books (73 Titles) InfoPairs: Paired Notification Articles for Cross-Text Reading Partner Practice Phonics Program	English Language Arts & Reading, de 1 Grade 1
Mondo Publishing	9781601754240	BOOKSHOP Reading, Grade 2 Guided Reading Library 420 Student Books (70 Titles) InfoPairs: Paired Notification Articles for Cross-Text Reading Partner Practice Phonics Program, Consumable Writers Word Book Bookshop Workbook, Consumable	Reading, Grade 2
Mondo Publishing	9781602017399	BOOKSHOP Reading, Level 3 Guided Reading Library 300 Student Books, (50 Titles) InfoPairs: Paired Notification Articles for Cross-Text Reading Writers Thesaurus Bookshop Workbook, Consumable	Reading, Grade 3
Mondo Publishing	9781601754202	BOOKSHOP Reading, Level 4 Guided Reading Library Student Books (50 Titles) InfoPairs: Paired Notification Articles for Cross-Text Reading Writers Style Guide	Reading, Grade 4
Mondo Publishing	9781601754233	BOOKSHOP Reading, Level 5 Guided Reading Library Student Books (50 Titles) InfoPairs: Paired Notification Articles for Cross-Text Reading Shared Reading Transparencies Student Thesaurus	Reading, Grade 5

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<u>Publisher Name</u>	<u>ISBN</u>	<u>Title/Component</u>	<u>Subject/Course</u>
Pearson Education Inc. publishing as Pearson Longman	9780138003715	Longman Keystone Course 1 Longman Keystone Course 1A Texas Student Edition Longman Keystone Course 1A Texas Workbook, Consumable Longman Keystone Course 1B Texas Student Edition Longman Keystone Course 1B Texas Workbook, Consumable Longman keystone Course 1A Texas Transparencies Blackline Masters Longman keystone Course 1B Texas Transparencies Blackline Masters	English I for Speakers of Other Languages
Pearson Education Inc. publishing as Pearson Longman	9780138003708	Longman Keystone Course 2 Longman Keystone Course 2A Texas Student Edition Longman Keystone Course 2A Texas Workbook, Consumable Longman Keystone Course 2B Texas Student Edition Longman Keystone Course 2B Texas Workbook, Consumable Longman keystone Course 2A Texas Transparencies Blackline Masters Longman keystone Course 2B Texas Transparencies Blackline Masters	English II for Speakers of Other Languages
Pearson Education Inc. publishing as Prentice Hall	9780133684391	Prentice Hall Literature, Grade 6 (Texas Edition) Texas Student Edition	Literature, Grade 6
Pearson Education Inc. publishing as Prentice Hall	9780133684414	Prentice Hall Literature, Grade 7 (Texas Edition) Texas Student Edition	Literature, Grade 7
Pearson Education Inc. publishing as Prentice Hall	9780133684421	Prentice Hall Literature, Grade 8 (Texas Edition) Texas Student Edition	Literature, Grade 8
Pearson Education Inc. publishing as Prentice Hall	9780133684438	Prentice Hall Literature, Grade 9 (Texas Edition) Texas Student Edition	Literature I
Pearson Education Inc. publishing as Prentice Hall	9780133684445	Prentice Hall Literature, Grade 10 (Texas Edition) Texas Student Edition	Literature II
Pearson Education Inc. publishing as Prentice Hall	9780133684452	Prentice Hall Literature, Grade 11 (Texas Edition) Texas Student Edition	Literature III
Pearson Education Inc. publishing as Prentice Hall	9780133684469	Prentice Hall Literature, Grade 12 (Texas Edition) Texas Student Edition	Literature IV
Pearson Education Inc. publishing as Prentice Hall	9780131365759	Everyday Use: Rhetoric at Work in Reading and Writing (Texas Edition) Texas AP* Student Edition	AP English Literature
Pearson Education Inc. publishing as Prentice Hall	9780205731961	The Prentice Hall Reader (Texas Edition) Texas Student Edition	AP English Literature
Pearson Education Inc. publishing as Prentice Hall	9780131365773	Literature: An Introduction to Fiction, Poetry, Drama, and Writing (Texas Edition) Texas Student Edition	AP English Literature
Pearson Education Inc. publishing as Prentice Hall	9780131365797	Literature: An Introduction to Reading and Writing (Texas Edition) Texas Student Edition	AP English Literature

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Pearson Education Inc. publishing as Scott Foresman	9780328498291	Scott Foresman Reading Street – Texas, Grade 1 Texas Student Edition, Readiness Unit Texas Student Edition, Volume 1 Texas Student Edition, Volume 2 Texas Student Edition, Volume 3 Texas Student Edition, Volume 4 Texas Student Edition, Volume 5 Decodable Practice Readers: Readiness Unit and Unit 1 Decodable Practice Readers: Readiness Unit and Units 2 and 3 Decodable Practice Readers: Readiness Unit and Units 4 and 5 Texas Reader's And Writer's Notebook, Consumable	English Language Arts & Reading, Grade 1
Pearson Education Inc. publishing as Scott Foresman	9780328498307	Scott Foresman Reading Street – Texas, Grade 2 Texas Student Edition, Volume 1 Texas Student Edition, Volume 2 Decodable Practice Readers: Readiness Units 1, 2, and 3 Decodable Practice Readers: Readiness Units 4, 5, and 6 Texas Reader's And Writer's Notebook, Consumable	Reading, Grade 2
Pearson Education Inc. publishing as Scott Foresman	9780328498314	Scott Foresman Reading Street – Texas, Grade 3 Texas Student Edition, Volume 1 Texas Student Edition, Volume 2 Decodable Practice Readers: Readiness Units 1, 2, and 3 Decodable Practice Readers: Readiness Units 4, 5, and 6 Texas Reader's And Writer's Notebook, Consumable	Reading, Grade 3
Pearson Education Inc. publishing as Scott Foresman	9780328498321	Scott Foresman Reading Street – Texas, Grade 4 Texas Student Edition, Volume 1 Texas Student Edition, Volume 2 Texas Reader's And Writer's Notebook, Consumable	Reading, Grade 4
Pearson Education Inc. publishing as Scott Foresman	9780328498338	Scott Foresman Street – Texas, Grade 5 Texas Student Edition, Volume 1 Texas Student Edition, Volume 2 Texas Reader's And Writer's Notebook, Consumable	Reading, Grade 5
Pearson Education Inc. publishing as Scott Foresman	9780328504381	Calle de la Lectura – Texas, Grade 1 Spanish Texas Student Edition, Readiness Unit Spanish Texas Student Edition, Volume 1 Spanish Texas Student Edition, Volume 2 Spanish Texas Student Edition, Volume 3 Spanish Texas Student Edition, Volume 4 Spanish Texas Student Edition, Volume 5 Spanish Decodable Practice Readers: Readiness Unit and Unit 1 Spanish Decodable Practice Readers: Readiness Unit and Units 2 and 3 Spanish Decodable Practice Readers: Readiness Unit and Units 4 and 5 Spanish Texas Reader's And Writer's Notebook, Consumable	Spanish Language Arts & Reading, Grade 1

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Pearson Education Inc. publishing as Scott Foresman	9780328504398	Calle de la Lectura – Texas, Grade 2 Spanish Texas Student Edition, Volume 1 Spanish Texas Student Edition, Volume 2 Spanish Decodable Practice Readers: Readiness Units 1, 2, and 3 Spanish Decodable Practice Readers: Readiness Units 4, 5, and 6 Spanish Texas Reader's And Writer's Notebook, Consumable	Spanish Reading, Grade 2
Pearson Education Inc. publishing as Scott Foresman	9780328504404	Calle de la Lectura – Texas, Grade 3 Spanish Texas Student Edition, Volume 1 Spanish Texas Student Edition, Volume 2 Spanish Decodable Practice Readers: Readiness Units 1, 2, and 3 Spanish Decodable Practice Readers: Readiness Units 4, 5, and 6 Spanish Texas Reader's And Writer's Notebook, Consumable	Spanish Reading, Grade 3
Pearson Education Inc. publishing as Scott Foresman	9780328504411	Calle de la Lectura – Texas, Grade 4 Spanish Texas Student Edition, Volume 1 Spanish Texas Student Edition, Volume 2 Spanish Texas Reader's And Writer's Notebook, Consumable	Spanish Reading, Grade 4
Pearson Education Inc. publishing as Scott Foresman	9780328504428	Calle de la Lectura – Texas, Grade 5 Spanish Texas Student Edition, Volume 1 Spanish Texas Student Edition, Volume 2 Spanish Texas Reader's And Writer's Notebook, Consumable	Spanish Reading, Grade 5
Santillana, USA Publishing Company, Inc.	9781603960502	Elevator Level 2 Elevator Student Book Level 2 Elevator Language Lift Level 2 Elevator Workbook Level 2 Elevator Teacher Resource Bank Level 2 Blackline Masters	English I for Speakers of Other Languages
Santillana, USA Publishing Company, Inc.	9781603961646	Elevator Level 3 Elevator Student Book Level 3 Elevator Language Lift Level 3 Elevator Workbook Level 3 Elevator Teacher Resource Bank Level 3 Blackline Masters	English II for Speakers of Other Languages
Santillana, USA Publishing Company, Inc.	9781603961653	Elevator Level 4 Elevator Student Book Level 4 Elevator Language Lift Level 4 Elevator Workbook Level 4 Elevator Teacher Resource Bank Level 4 Blackline Masters	English II for Speakers of Other Languages
SRA/McGraw-Hill, a division of The McGraw-Hill Companies, Inc.	9780076554386	Texas Grade 1 Imagine It! Student System Decodable Stories Take-Home Book, Book 1, Consumable Decodable Stories Take-Home Book, Book 2, Consumable First Reader Student Reader, Book 1 Student Reader, Book 2 Skills Practice Blackline Masters 1 Skills Practice Blackline Masters 2	English Language Arts & Reading Grade 1

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SRA/McGraw-Hill, a division of The McGraw-Hill Companies, Inc.	9780076554393	Texas Grade 2 Imagine It! Student System Decodable Stories Take-Home Book, Consumable Getting Started Reader Student Reader, Book 1 Student Reader, Book 2 Skills Practice Blackline Masters 1 Skills Practice Blackline Masters 2 Language Arts Handbook	Reading, Grade 2
SRA/McGraw-Hill, a division of The McGraw-Hill Companies, Inc.	9780076554409	Texas Grade 3 Imagine It! Student System Decodable Stories Take-Home Book, Consumable Student Reader, Book 1 Student Reader, Book 2 Skills Practice Blackline Masters 1 Skills Practice Blackline Masters 2 Language Arts Handbook	Reading, Grade 3
SRA/McGraw-Hill, a division of The McGraw-Hill Companies, Inc.	9780076554416	Texas Grade 4 Imagine It! Student System Student Reader, Book 1 Student Reader, Book 2 Skills Practice Blackline Masters 1 Skills Practice Blackline Masters 2 Language Arts Handbook	Reading, Grade 4
SRA/McGraw-Hill, a division of The McGraw-Hill Companies, Inc.	9780076554423	Texas Grade 5 Imagine It! Student System Student Reader Skills Practice Blackline Masters 1 Skills Practice Blackline Masters 2 Language Arts Handbook	Reading, Grade 5
SRA/McGraw-Hill, a division of The McGraw-Hill Companies, Inc.	9780076554447	Texas Grade 1 ¡Imagínalo! Student System Decodable Stories Take-Home Book, Book 1, Consumable Decodable Stories Take-Home Book, Book 2, Consumable First Reader TX Student Reader, Book 1 TX Student Reader, Book 2 Skills Practice Blackline Masters 1 Skills Practice Blackline Masters 2	Spanish Language Arts & Reading, Grade 1
SRA/McGraw-Hill, a division of The McGraw-Hill Companies, Inc.	9780076554454	Texas Grade 2 ¡Imagínalo! Student System Decodable Stories Take-Home Book, Consumable Getting Started Reader TX Student Reader, Book 1 TX Student Reader, Book 2 Skills Practice Blackline Masters 1 Skills Practice Blackline Masters 2 Language Arts Handbook	Spanish Reading, Grade 2

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SRA/McGraw-Hill, a division of The McGraw-Hill Companies, Inc.	9780076554461	Texas Grade 3 ¡Imagínalo! Student System Decodable Stories Take-Home Book, Consumable TX Student Reader, Book 1 TX Student Reader, Book 2 Skills Practice Blackline Masters 1 Skills Practice Blackline Masters 2 Language Arts Handbook	Spanish Reading, Grade 3
SRA/McGraw-Hill, a division of The McGraw-Hill Companies, Inc.	9780076554478	Texas Grade 4 ¡Imagínalo! Student System TX Student Reader, Book 1 TX Student Reader, Book 2 Skills Practice Blackline Masters 1 Skills Practice Blackline Masters 2 Language Arts Handbook	Spanish Reading, Grade 4
SRA/McGraw-Hill, a division of The McGraw-Hill Companies, Inc.	9780076554485	Texas Grade 5 ¡Imagínalo! Student System TX Student Reader Skills Practice Blackline Masters 1 Skills Practice Blackline Masters 2 Language Arts Handbook	Spanish Reading, Grade 5
The Hampton-Brown Company, Inc. d/b/a National Geographic School Publishing	9780736269865	Hampton-Brown Edge Edge Fundamentals Student Book The Texas Edge Test-Taking Strategies	English I for Speakers of Other Languages
The Hampton-Brown Company, Inc. d/b/a National Geographic School Publishing	9780736269872	Hampton-Brown Edge Edge Level A Student Book The Texas Edge Test-Taking Strategies (same as above)	English I for Speakers of Other Languages
The Hampton-Brown Company, Inc. d/b/a National Geographic School Publishing	9780736269889	Hampton-Brown Edge Edge Level A Student Book (same as above) The Texas Edge Test-Taking Strategies (same as above)	English II for Speakers of Other Languages
The Hampton-Brown Company, Inc. d/b/a National Geographic School Publishing	9780736269896	Hampton-Brown Edge Edge Level B Student Book The Texas Edge Test-Taking Strategies	English II for Speakers of Other Languages
The Trevor Romain Company	9781934365472	Bullies Are a Pain In the Brain Curriculum, Grade 5 Bullies Are A Pain In the Brain Book Bullies Are A Pain In the Brain Workbook Bullies Are A Pain In the Brain Writing Journal	Reading, Grade 5
The Trevor Romain Company	9781934365755	Bullies Are a Pain In the Brain Curriculum, Grade 5 Spanish Bullies Are A Pain In the Brain Book Bullies Are A Pain In the Brain Workbook Bullies Are A Pain In the Brain Writing Journal	Spanish Reading, Grade 5