



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

**REQUEST FOR QUALIFICATIONS (RFQ)**  
**RFQ No.: 701-13-007**  
**Parliamentarian Services**

<b>PROPOSAL DELIVERY LOCATION:</b> Purchasing & Contracts Division Texas Education Agency 1701 N. Congress Ave., Rm. 2-125 Austin, TX 78701-1494 (512) 463-9041	<b>REFER INQUIRIES TO:</b> Kay Wagner Purchasing and Contracts <a href="mailto:TEAContracts@tea.state.tx.us">TEAContracts@tea.state.tx.us</a>
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**WITHOUT EXCEPTION - QUALIFICATIONS MUST BE TIME AND DATE STAMPED BY THE TEA  
PURCHASING & CONTRACTS BEFORE:**

**Friday, August 17, 2012 - 3:00 P.M., Central Time**

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/>.

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.

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Contractor understands and agrees that no public disclosures or news releases pertaining to this RFQ, subsequent award, or any results or findings based on information provided or obtained to fulfill requirements of this RFQ 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 RFQ. 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 QUALIFICATIONS

## *Parliamentarian Services*

### SECTION ONE: INTRODUCTION AND PURPOSE

#### 1.1 PURPOSE OF THE REQUEST FOR QUALIFICATIONS (RFQ)

The Texas Education Agency (TEA) seeks statements of Qualifications for Parliamentarian Services to the State Board of Education (SBOE) for Public Meetings on behalf of the Texas Education Agency. The successful individual or firm will contract directly with TEA and will work cooperatively with the State Board of Education and will assist the SBOE Chairman to successfully perform the services requested.

#### 1.2 BACKGROUND INFORMATION

The Commissioner of Education and the 15 elected members of the State Board of Education (SBOE) oversee the public education system of Texas in accordance with the Texas Education Code.

The State Board of Education and the Commissioner of Education comply with the requirements of the Administrative Procedure Act and the Texas Education Code to provide individuals a reasonable opportunity to submit data, views, or arguments, orally or in writing.

#### 1.3 CONTRACT TERM/OPTION TO EXTEND

The term of the contract resulting from this RFQ shall be from September 1, 2012 through August 31, 2013. The contract may be renewed for four (4) additional one-year terms. If renewed, the first renewal period shall be from September 1, 2013 through August 31, 2014. The second renewal period shall be from September 1, 2014 through August 31, 2015. The third renewal period shall be from September 1, 2015 to August 31, 2016. The fourth renewal period shall be from September 1, 2016 to August 31, 2017.

Scheduled SBOE meeting dates for the 2012-13 fiscal year are as follows:

November 14-16, 2012  
January 30, 31, and February 1, 2013  
April 17-19, 2013  
July 17-19, 2013

The board will typically have four to five three-day meetings per fiscal year.

#### 1.4 BUDGET

One contract will be awarded for the contract period. Funding for the initial term of the contract and all subsequent contract renewals will be based on the anticipated number of SBOE meetings per fiscal year and shall include, but not be limited to, the service requirements identified in Section 1.5.

## 1.5 PROJECT DESCRIPTION AND REQUIREMENTS

TEA intends to select the most qualified respondent to provide parliamentary services to the SBOE and the agency. TEA is seeking an individual with previous experience with at least one year of similar experience for a state or governmental agency or board, knowledge of Roberts Rules of Order, interpreting the rules and parliamentary procedures. The duties shall include, but not be limited, to the following:

- 1.5.1 Assist the Chairman in conducting open meetings and or hearings in accordance with standard rules of order.
- 1.5.2 Assist the Chairman in interpreting written rules of parliamentary procedure formally adopted by the SBOE.
- 1.5.3 Assist the Chairman in following such rules relating to the orderly transaction of business in meetings and to the duties of officers in that connection.
- 1.5.4 Assist the Chairman in facilitating a smooth meeting of the SBOE members and the public or ~~private citizens~~ attending the meeting.
- 1.5.5 Assist the Chairman in providing a firm basis for resolving questions of procedure that may arise.
- 1.5.6 Assist the Chairman in facilitating the decision-making process at the SBOE meetings.
- 1.5.7 Assist the Chairman in ensuring that discussion is clear, and that the rights of both the majority and the minority are protected.
- 1.5.8 Assist the Chairman in suspending the rules at the committee level to develop a consensus decision-making process, and
- 1.5.9 Provide advice on Rules of Order to the Chairman via telephone or in person between formal meetings of the SBOE.

## SECTION TWO: GENERAL INSTRUCTIONS AND REQUIREMENTS

All qualification packages in response to this request must meet the following conditions in order to be considered and shall clearly and comprehensively address all of the requirements below. Failure to meet these conditions may result in disqualification of proposal and the proposal may receive no further consideration.

### 2.1 RESPONSE SUBMISSION, DATE, AND TIME

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

**Friday, August 17, 2012 - 3:00 P.M., Central Time**

Qualifications must be submitted in a sealed envelope (or box as appropriate) with the respondent's name, RFQ number, and closing date prominently visible on the envelope/package.

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

Respondents must sign Attachment B - Execution of Offer, Affirmation of Terms and Conditions, and Proposal Preferences and return with response. By signing, the Respondent affirms that all statements within the response are true and correct. Discovery of any false statement in the response is a material breach and shall void the submitted response or any resulting contract.

#### 2.1.1 RECEIPT OF PROPOSALS

Responses must be received in the TEA's Purchasing & Contracts Division (PCD) on or before 3:00 P.M. (Central Time) on the closing date as specified in the Request for Qualifications. 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.

Regardless of the method of submitting the proposal — United States Postal Service (USPS), United Parcel Service, Federal Express or any other delivery service — the response must be received in the agency's Purchasing & Contracts Division **by 3:00 P.M.** (Central Time) 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. Respondents are advised that TEA assumes no responsibility, due to any circumstances, for the receipt of a response after the deadline time and date established in this RFQ.

#### 2.1.2 PURCHASING AND CONTRACTS DIVISION (PCD)

TEA's Purchasing & Contracts is open Monday through Friday, 8:00 A.M. to 5:00 P.M., excluding holidays. Proposals must be received the Purchasing & Contracts Office on or before after 3:00 P.M. (CT) on the closing date. The PDC Office is located on the 2nd floor of the William B. Travis Bldg, 1701 N. Congress (at 17<sup>th</sup> St. and N. Congress, two blocks north of the capitol). Please note that all TEA visitors must register with the TEA Receptionist Desk and receive a visitors badge to visit any area of the agency. In addition, all visitors must be escorted by a TEA employee to the respective area. Be sure to incorporate time for parking and the reception desk when delivering proposals in person.

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**

**2.1.3 NUMBER OF COPIES**

Three (3) copies of the proposal must be submitted. The required number of copies of the proposal must be received in the TEA Purchasing & Contracts by 3:00 P.M. on the established deadline date. Failure to meet this condition shall result in disqualification of 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 Office of the Texas Education Agency.

**2.1.4 INTENT TO SUBMIT PROPOSAL**

All prospective respondents should notify the Texas Education Agency in writing of their intent to submit a response (Attachment A) by **Friday August 10, 2012 by 5:00 P.M.**, to the TEA Purchasing and Contracts Division, Attention: Kay Wagner Purchasing and Contracts [TEAContracts@tea.state.tx.us](mailto:TEAContracts@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**

<b>DATE</b>	<b>EVENT</b>
Tuesday, July 31, 2012	Publication of Request for Qualifications on the electronic state business daily at <a href="http://esbd.cpa.state.tx.us/">http://esbd.cpa.state.tx.us/</a> .
Monday, August 6, 2012	Last day to submit written questions about the RFQ to TEA, no later than 3:00 P.M., Central Time
Friday, August 10, 2012	Notice of Intent to submit a proposal is due in the TEA Purchasing & Contracts Division by 5:00 P.M., Central Time
Friday, August 17, 2012	Proposal is due in the Purchasing & Contracts 3:00 P.M., Central Time
August 20, 2012 - August 30, 2012	Evaluation process, oral presentations and/or negotiations
September 1, 2012	Beginning date of contract and commencement of work
August 31, 2013	Ending date of contract

*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:

Kay Wagner  
[TEAContracts@tea.state.tx.us](mailto:TEAContracts@tea.state.tx.us)  
Fax: 512-475-1706

In order to assure that no prospective respondent may obtain a competitive advantage because of acquisition of information unknown to other prospective respondents, any additional information that is different from or in addition to, information provided in the RFQ 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 RFQ at the Electronic State Business Daily at <http://esbd.cpa.state.tx.us/>. The addendum will be updated as needed while the RFQ is advertised with the last addendum posting no later than five business days prior to the RFQ closing. The last day to submit written questions via email or fax is **Monday August 6, 2012 by 3:00 P.M. (Central Time). NO PHONE INQUIRIES WILL BE ACCEPTED.**

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

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

**2.4 STANDARD RESPONSE REQUIREMENTS**

- A. Proposals that address only part of the requirements contained in this Request for Qualifications may be considered non-responsive.
- B. Texas Education Agency reserves the right to reject any and all proposals and to negotiate portions thereof.
- C. Texas Education Agency reserves the right to select the response proposal containing the best qualifications considering the outcomes desired. The respondent shall furnish such additional information that the Agency may reasonably require.

**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, all responses are subject to release under the Texas Government Code, Chapter 552, Public Information Act. Respondents must indicate on their Qualifications Package cover if their submission contains proprietary information. It is recommended that the respondent identify the specific sections within the response that it considers proprietary.

## **SECTION THREE: FORMAT AND CONTENT**

### **3.1 FORMAT AND CONTENT**

Responses must be written entirely on 8 ½" X 11" white paper and must be limited to five (5) pages not including appendices and attachments. Responses should be stapled in the top left corner or if bound may be bound in no more than a 3-ring binder. Responses must be submitted in a manner which does not carry any benefit, keepsake, or value for members of the review panel.

Responses 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).

### **3.2 PRIOR EXPERIENCE**

The respondent must address the following:

3.2.1 Describe the basic components of their experience with rules of order.

3.2.2 Provide a systemic, explicit instruction of the essential components of the requested work

3.2.3 Provide a resume and a minimum of two (2) references.

### **3.3 QUALITY OF MANAGEMENT COMPONENT**

The respondent must provide evidence that the respondent has experience working on similar projects. The name of the agency or agencies served must be cited, the kinds of activities that were performed by the respondent must be described, and the name and phone number of a contact person from each employing agency must be provided.

The respondent must provide satisfactory evidence of capability to manage and coordinate the types of activities described in the RFQ and to produce the specified product or service on time.

The respondent shall identify experience in providing services outlined in Section 1.5

### **3.4 COST PROPOSAL**

This is a fixed price contract.

## SECTION FOUR: REVIEW OF RESPONSES

### 4.1. REVIEW OF RESPONSES

Review of responses will begin as soon as practical after receipt. The evaluation team shall consist of TEA staff knowledgeable in the content area.

The recommendations of the review panel will be assembled and presented to the SBOE Chairman or their designee who will:

1. Approve the recommendation in whole or in part;
2. Disapprove; or
3. Defer action on the request for such reasons as a requirement for further evaluation.

By law, the Agency may not disclose any information until a contract is executed by both parties. Upon contract award, TEA will post the contract award notice to the electronic state business daily (ESBD) at: <http://esbd.cpa.state.tx.us/>.

### 4.2. SELECTION CRITERIA

TEA will evaluate proposals which will be selected based on the criteria identified below. The total number of points will be applied as follows:

CATEGORIES	POSSIBLE POINTS
A. Prior Experience 1. Knowledge of rules of order (20 points) 2. Evidence of prior experience (25 points) 3. References (15 points)	60
B. Quality of Management Component 1. Evidence of capability to manage projects 2. Individual qualifications	20
C. Cost	20
<b>TOTAL</b>	<b>100 points</b>

## ATTACHMENT A

### 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**

**CONTRACTOR**

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

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

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

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

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

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

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

- CC. **Gratuities:** By signing this Contract, Contractor represents and warrants that the Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.
- DD. **Venue and Jurisdiction:** Subject to and without waiving any of the Agency's rights, including sovereign immunity, this Contract is governed by and construed under and in accordance with the laws of the State of Texas. Venue for any suit concerning this solicitation and any resulting contract or purchase order shall be in a court of competent jurisdiction in Travis County, Texas.
- EE. **Protests:** Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation, evaluation, or award of this or any other contract by the Texas Education Agency may submit a formal protest to the Director of the Agency's Contracts and Purchasing Division. This protest procedure shall be the exclusive method by which anyone may make a challenge to any aspect of the Agency's contracting process. The Agency will not be required to consider the merits of any protest unless the 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 and Debarment:** Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any federal, state or local government entity. 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](http://www.dir.state.tx.us/general_info/accessibility.htm)).
- PP. **Collusion:** Contractor certifies and represents that Contractor has not colluded with, nor received any assistance from, any person who was paid by TEA to prepare specifications or a solicitation on which a respondent's bid or proposal is based and will not allow any person who prepared the respective specifications or solicitation to participate financially in any contract award.
- QQ. **Social Security Numbers Withheld:** TEA will not provide Social Security Numbers (SSNs) to any Contractor under this contract. TEA, its contractors and their subcontractors, will not require or request school districts to provide SSNs under this contract.
- RR. **Proprietary or Confidential Information:** Contractor, its employees and subcontractors, agree that in executing tasks on behalf of the TEA, they will not use any student-identifying information in any way that violates the provisions of FERPA, and will destroy or return all student-identifying information within thirty (30) days of project completion. Contractor also agrees not to disclose any information to which it is privy under this Contract without the prior consent of the agency. Contractor will indemnify and hold harmless the State of Texas, its officers and employees, and TEA, its officers and employees for any claims or damages that arise from the disclosure by Contractor or its contractors of information held by the State of Texas.
- SS. **Independent Contractor:** Contractor shall serve as an independent contractor in providing services under this Contract. Contractor's employees are not and shall not be construed as employees or agents of the State of Texas.
- TT. **Vendor Performance:** All state agencies must report unsatisfactory vendor performance on purchases over \$25,000. Respondents who are in default or otherwise not in good standing under any other current or prior contract with TEA at the time of selection will not be eligible for award of this contract. Agencies report

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

Contractor performance information is located on the CPA web site at:  
[http://www.window.state.tx.us/procurement/prog/vendor\\_performance/](http://www.window.state.tx.us/procurement/prog/vendor_performance/)

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

1. **Termination for Convenience:** Either Party may terminate this Contract at any time, in whole or in part, without penalty, by providing thirty (30) calendar days advance written notice to the other Party. In the event of such a termination, the Contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. TEA shall be liable for reimbursing only those expenses incurred by the Contractor that are permitted under this Contract and were incurred prior to the effective termination date.

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

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

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

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

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

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

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 a written amendment. However, a revised budget document must be submitted to the TEA Project Manager for approval. Once approved, the documents must be submitted and Contracts office and will be

incorporated into the Contract file. Failure to submit the documents may result in invoices being rejected or payment delayed.

3. Written amendments are required for the following Contract changes:
  - a. any revision which would result in the need for additional funding;
  - b. any revision to the scope or objectives of the Contract (regardless of whether there is an associated budget revision requiring prior approval);
  - c. a request to extend the period of the Contract;
  - d. cumulative transfers among direct cost categories which exceed or are expected to exceed ten percent of the current total approved budget category
  - e. any reduction of funds or reduction in the scope of work;
  - f. whenever a line item within a class/object code is added;
  - g. an increase in the quantity of capital outlay item(s) requested; and
  - h. an increase or decrease in the number of positions charged to Contract.

All amendments must be signed by both parties.

**WW. Payment:**

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

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

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

1. Payment for service(s) described in this Contract is contingent upon satisfactory completion of the service(s). Satisfaction will be determined by TEA's Project Administrator, in his sole discretion but in accordance with reasonable standards and upon advice of his superiors in TEA, if necessary. Unless otherwise stated, payment under this Contract will be made upon performance of services based upon submission of an expenditure report/invoice, properly prepared and certified, outlining expenditures by cost category. Include the contract number, purchase order number, and the Texas Comptroller of Public Accounts Texas Identification Number (TIN) on all invoices/expenditure reports. The cost categories provided in the expenditure report/invoice must coincide with the cost categories detailed in the approved budget. A list of tasks/activities performed during the invoice period must accompany the expenditure report/invoice. The final expenditure report/invoice is due within forty-five days after the end of the Contract. Payment on the final expenditure report is contingent upon receipt of all reports/products required by this Contract.
2. An encumbrance, accounts payable, and expenditure, as with all other contract accounting terms, will be as defined in the *Financial Accounting and Reporting Module of the TEA Financial Accountability System Resource Guide*. All goods must have been received and all services rendered by the ending date of this Contract in order for Contractor to include these costs as either expenditures or as accounts payable and, thereby, recover funds due. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures.
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.

- XX . Prohibition of text messaging and emailing while driving during official federal grant business: Federal grant recipients and their grant personnel are prohibited from texting messaging while driving a government owned

vehicle or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," effective October 1, 2009.

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)

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

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

<input type="checkbox"/>	§ 2155.441	Products of persons with mental or physical disabilities
<input type="checkbox"/>	§ 2155.442	Energy efficient products
<input type="checkbox"/>	§ 2155.443	Rubberized asphalt paving material
<input type="checkbox"/>	§ 2155.444	Texas produced supplies, materials, or equipment; or USA supplies, materials, or equipment over foreign products
<input type="checkbox"/>	Rule 1 TAC	Services offered by a Texas bidder
<input type="checkbox"/>	§ 2155.444	Texas agriculture products
<input type="checkbox"/>	§ 2155.445	Recycled, remanufactured, or environmentally sensitive products made of recycled materials
<input type="checkbox"/>	§ 2155.446	Paper containing recycled fibers
<input type="checkbox"/>	§ 2155.447	Recycled motor oil and lubricants
<input type="checkbox"/>	§ 2155.449	Products produced in facilities on rehabilitated property as certified by section 361.609 of the Texas Health and Safety Code
<input type="checkbox"/>	§ 2155.449	Products and services from economically depressed or blighted areas
<input type="checkbox"/>	§ 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
<input type="checkbox"/>	HB 3560	Goods produced or offered by service-disabled veterans.

<input type="checkbox"/>	HB 3560	Preference to manufacture that has recycle program for computer equipment.
<input type="checkbox"/>	HB 3560	Preference to contractors providing foods of higher nutritional value.

In compliance with this RFQ, 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 qualification or bid.

<b>PROPOSER/COMPANY NAME:</b>
<b>PROPOSERS IDENTIFICATION NUMBER:</b>
<b>STREET ADDRESS:</b>
<b>CITY/STATE/ZIP:</b>
<b>TELEPHONE NO.:</b>
<b>FACSIMILE NO.:</b>
<b>EMAIL ADDRESS:</b>
<b>NAME OF PROPOSER'S AUTHORIZED AGENT:</b>
<b>TITLE OF PROPOSER'S AUTHORIZED AGENT:</b>
<b>SIGNATURE OF AUTHORIZED AGENT:</b>

ATTACHMENT B

**NOTICE OF INTENT TO SUBMIT A PROPOSAL**

**RFQ No.: 701-13-007**

Parliamentarian Services

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

Name of Organization: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Phone Number: (    ) \_\_\_\_\_ FAX: (    ) \_\_\_\_\_

- 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 this RFQ**

- Proposers who do not file this notice are still eligible to submit a proposal.

**PLEASE SUBMIT THIS NOTICE BY E-MAIL OR FAX AS SOON AS POSSIBLE AFTER RECEIPT OF THE RFQ, BUT NOT LATER THAN, Friday, August 10, 2012 TO:**

[TEAContracts@tea.state.tx.us](mailto:TEAContracts@tea.state.tx.us)  
Texas Education Agency  
Purchasing and Contracts Division  
FAX (512) 475-1706

**ATTACHMENT C**

**FORMAT FOR COVER PAGE**

Submitted to the  
Texas Education Agency  
**RFQ No.: 701-13-007**

TITLE OF PROPOSED PROJECT: Parliamentarian Services

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, and telephone number of person responsible for development of proposal)

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

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

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

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

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)