



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

REQUEST FOR PROPOSAL (RFP)

RFP No.: 701-13-009

Texas GEAR UP Evaluation

Authorized by Federal Higher Education Act of 1965 (P.L. 89-329),
Title IV, as amended by P.L. 105-315

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: Purchasing & Contracts Division TEAContracts@tea.state.tx.us
--	---

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

Tuesday, November 27, 2012 before 2:00 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/>.

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, negotiations, 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 in writing and offer alternative language to 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 and reserves the right to commence negotiations with other proposers.

TABLE OF CONTENTS

	<u>Page</u>
<u>SECTION ONE INTRODUCTION AND PURPOSE</u>	
1.1 PURPOSE OF THE REQUEST FOR PROPOSAL (RFP)	1
1.2 BACKGROUND INFORMATION	1
1.3 CONTRACT TERM/OPTION TO EXTEND	3
1.4 BUDGET	4
1.5 PROJECT DESCRIPTION AND REQUIREMENTS	4
1.6 PROJECT DELIVERABLES	4
1.7 COLLABORATION	10
<u>SECTION TWO GENERAL INSTRUCTIONS AND STANDARD PROPOSAL REQUIREMENTS</u>	
2.1. PROPOSAL SUBMISSION, DATE, AND TIME	11
2.2. EXPECTED SEQUENCE OF EVENTS/CRITICAL DATES	12
2.3. QUESTIONS RECEIVED PRIOR TO OPENING OF PROPOSALS	12
2.4. STANDARD PROPOSAL REQUIREMENTS	13
2.5. STATE NOT RESPONSIBLE FOR PREPARATION COSTS	13
2.6. DISCLOSURE OF PROPOSAL CONTENT	13
2.7. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTACTING PLAN	13
2.8. CONFLICT OF INTERESTS	14
<u>SECTION THREE PROPOSAL FORMAT AND CONTENT</u>	
3.1. PROPOSAL FORMAT AND CONTENT	15
3.2. UNDERSTANDING OF THE PROJECT AND METHODOLOGY	15
3.3. MANAGEMENT PLAN FOR THE PROJECT	15
3.4. TASK ACTIVITY PLAN	16
3.5. COST PROPOSAL	16
3.6. PROPOSER'S FINANCIAL RESPONSIBILITY	16
3.7. EVALUATION CRITERIA	17
<u>SECTION FOUR REVIEW OF PROPOSALS</u>	
4.1. REVIEW OF PROPOSALS	18
4.2. SELECTION CRITERIA	18
<u>SECTION FIVE CONTRACTUAL REQUIREMENTS</u>	
5.1 CONTRACTOR'S PROPOSAL	19
5.2 PROJECT REVIEW REQUIREMENT	19
5.3 PAYMENT	19
SECTION SIX ATTACHMENTS	
ATTACHMENT A – FORMAT FOR COST PROPOSAL (SAMPLE)	
ATTACHMENT B – SCHEDULE OF TASK COMPLETION (SAMPLE)	
ATTACHMENT C – ANALYSIS PLAN MATRIX (SAMPLE)	
ATTACHMENT D – ACCESS TO CONFIDENTIAL INFORMATION (SAMPLE)	
ATTACHMENT E – TEA DATA SOURCES	
ATTACHMENT F – CERTIFICATION OF DATA DESTRUCTION TEMPLATE	
ATTACHMENT G – NOTICE OF INTENT TO SUBMIT A PROPOSAL	
ATTACHMENT H – EXECUTION OF OFFER, AFFIRMATION OF TERMS AND CONDITIONS AND PROPOSAL PREFERENCES	
ATTACHMENT I – HUB SUBCONTACTING PLAN (HSP) – SEPARATE DOCUMENT	
ATTACHMENT J – SUGGESTED FORMAT FOR PROPOSAL COVER PAGE	

REQUEST FOR PROPOSAL

Texas GEAR UP Evaluation

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 to conduct a comprehensive evaluation of the Texas Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP) Grant Program in accordance with all requirements stated herein. The purpose of this evaluation is to better understand the strategies Texas GEAR UP grantees use to meet the goals of the program and how program components and participation levels link to program outcomes. This evaluation will also include an investigation of the impact of the GEAR UP program on students, parents, and school-level personnel as well as an examination of the cost and sustainability of the program over time. The selected contractor will provide TEA with the deliverables as specified in this RFP and as agreed upon under any contract (s) resulting from this RFP. These deliverables are specified in Section 1.6.

Eligible proposers are nonprofit organizations, institutions of higher education, private companies, regional education centers, local education agencies, departments of education, education research centers, and individuals with extensive experience conducting education program evaluations.

1.2 BACKGROUND INFORMATION

GEAR UP is a federal discretionary grant program authorized by the Higher Education Act of 1965, as amended (PL 110-315) which is designed to significantly increase the number of low-income students who are prepared to enter and succeed in postsecondary education. Through GEAR UP, the U.S. Department of Education (USDE) provides six- or seven-year grants to states to provide services to students in high-poverty middle and high schools and through the first year of college. The services include: providing information regarding financial aid for postsecondary education to participating students in the cohort, encouraging student enrollment in rigorous and challenging curricula and coursework, and improving the number of participating students who obtain a secondary school diploma and complete applications for and enroll in a program of postsecondary education.

In 2012, TEA received a \$33 million seven-year GEAR UP grant which will serve approximately 1670 students in selected campuses from four pre-determined districts from seventh grade through graduation from high school. The seventh year of the grant is designed to help support students in their first year of college. The Texas GEAR UP grant includes collaboration between TEA and its partners, The University of Texas at Austin's Institute for Public School Initiatives, TG (formerly Texas Guaranteed Student Loan Corporation), the Texas Science Technology Engineering and Math (T-STEM) Centers, College Board, and AMS Pictures. Texas GEAR UP is designed to help low-income and historically underserved students achieve GEAR UP goals through two primary strategies: 1) a statewide program providing multimedia resources and robust technical assistance support to build college awareness, readiness, and success among middle and high school students and their families across the state and 2) a coordinated, multifaceted college readiness intervention in four school districts beginning in seventh grade and operating as a cohort model. Both approaches will address gaps through interventions directly related to the three GEAR UP goals:

1. Increase the academic performance and preparation for postsecondary education of GEAR UP students through strategies including participation in advanced academics, early completion of Algebra I in the 8th grade, achievement of the college readiness standard on the Algebra II and English III end-of-course exam, and completion of college credit in high school;

2. Increase the rate of high school graduation and enrollment in postsecondary education of GEAR UP students through strategies including tutoring, mentoring, advising, and summer programs and institutes; and
3. Increase GEAR UP students' and their families' knowledge of postsecondary education options, preparation, and financing.

To ensure that progress is made toward the three GEAR UP goals, project objectives have been set and will be measured using performance measures as well as other data as necessary. Project goals and objectives for the Texas GEAR UP program includes the following:

- Project Goal 1 - Improve instruction and expand academic opportunities in math and science.
 - Project Objective 1.1: By the end of the project's second year, 30% of cohort students will have completed Algebra I in the 8th grade. By the end of the project's third year, 85% of students will have completed Algebra I.
 - Project Objective 1.2 - By the end of the project's sixth year, the percentage of cohort students graduating on the Recommend High School Plan or Distinguished Achievement Plan, including four years of credits in each core subject, will meet or exceed the state average.
- Project Goal 2 - Increase access to and success in quality advanced academic programs.
 - Project Objective 2.1: By the end of the project's fourth year, all participating high schools will make opportunities available for each student to complete 18 hours of college credit (through AP, dual credit, or concurrent enrollment) by the time he or she graduates from high school.
 - Project Objective 2.2: By the end of the project's fifth year, 60% of the cohort, including limited English proficient (LEP) students, will complete a pre-AP or AP course.
 - Project Objective 2.3: By the end of the project's sixth year, at least 50% of cohort students will graduate with college credit earned by AP exam or through dual credit.
- Project Goal 3 - Provide professional development for strong data-driven instruction.
 - Project Objective 3.1: In each grant year, all core content teachers will have the opportunity to participate in training regarding differentiated instruction, advanced instructional strategies, and project-based learning.
 - Project Objective 3.2: In each grant year, teams of teachers at the middle and high school will complete at least five days of vertical teams preparation and implementation each year.
- Project Goal 4 – Provide a network of strong student support services to promote on-time promotion and academic preparation for college.
 - Project Goal 4. 1: By the end of the second year, at least 75% of the 8th grade students will be involved in a comprehensive mentoring, counseling, and/or tutoring program based on results of teacher/counselor input and diagnostic data.
 - Project Objective 4.2: Beginning in the second year, at least 30% of the students will be involved in summer programs and institutes designed to help them work at or above grade level, ease transitions, and increase college awareness.
 - Project Objective 4.3: By the end of the project's third year, the on-time promotion rate of cohort students will exceed the state average.
 - Project Objective 4.4: By the end of the project's fifth year, 70% of GEAR UP students will have knowledge of, and demonstrate, necessary academic preparation for college.
- Project Goal 5 - Promote high school completion and college attendance.
 - Project Objective 5.1: By the end of the project's fourth year, all cohort students will complete the PLAN or the PSAT. By the end of the project's fifth year, all cohort students will complete the SAT or ACT.
 - Project Objective 5.2: By the end of the project's sixth year, the percentage of students meeting criterion on the ACT/SAT will meet or exceed the state average.
 - Project Objective 5.3: At the end of the project's sixth year, the number of students who graduate college ready in math and English will meet or exceed the state average.

- Project Objective 5.4: At the end of the project's sixth year, the cohort completion rate will meet or exceed the state average.
- Project Objective 5.5: At the beginning of the seventh year, more than 50% of cohort of students will enroll in postsecondary education in the fall after high school graduation.
- Project Goal 6 - Meet or exceed state average for first-year college retention.
 - Project Objective 6.1: The student retention rate for the second semester and the second year of college will meet or exceed the state average.
 - Project Objective 6.2: At the end of the project's seventh year, the number of students on track to complete college will exceed the average postsecondary completion rate.
- Project Goal 7 - Increase the availability of post-secondary information and knowledge-building opportunities.
 - Project Objective 7.1: By the end of the first year, the state office will make information regarding college options, preparation, and financing will be made available to students, parents, and educators throughout the state.
 - Project Objective 7.2: By the end of the first year, information and workshops aimed at linking college attendance to career success will be available to 100% of cohort students and their parents.
 - Project Objective 7.3: Each year, at least 50% of cohort parents, including parents of current and former LEP students, will attend at least three college awareness activities.
 - Project Objective 7.4: By the end of the project's fifth year, teachers and counselors will complete training in the college admissions and financial aid process.
- Project Goal 8 - Build and expand community partnerships.
 - Project Objective 8.1: All participating districts will form business alliances that support higher student achievement and offer opportunities for career exploration.
 - Project Objective 8.2: Participating campuses will form alliances with governmental entities and community groups to enhance the information available to students regarding scholarships, financial aid, and college awareness.
- Project Goal 9 - Promote college readiness statewide.
 - Project Objective 9.1: Each year, the project will increase the number of educators participating in GEAR UP professional learning, including through Project Share and face-to-face trainings.
 - Project Objective 9.2: By the end of the project's sixth year, at least 40% of Texas school districts will have utilized at least one Texas GEAR UP statewide resource, including materials and professional development.

For more information on the federal GEAR UP program, see www.ed.gov/gearup. For more information on the Texas GEAR UP program, including prior GEAR UP programming within the state, see www.texasgearup.com and www.ownyourownfuture.com

The evaluation of the 2012 Texas GEAR UP program seeks to determine immediate and long-term impacts of the program toward meeting GEAR UP program goals. This will include a better understanding of the link between program implementation and program outcomes, impacts of the program on student achievement milestones, the impact of the program on parental participation and knowledge, the impact of the program on school personnel and use of grant funds and sustainability plans for the program over time. The information resulting from this evaluation will aid TEA in ongoing monitoring and development of program guidelines, goals and other important programming decisions.

1.3 CONTRACT TERM/OPTION TO EXTEND

The term of any contract resulting from this RFP shall be from contract award until August 31, 2015. TEA, at its own discretion, may extend the contract awarded pursuant to this RFP for the corresponding grant funding time period under the same or different terms subject to reappropriation of GEAR UP grant funds by the (USDE) and authority by the Legislature for this

project. Note that continuation of this contract past July 22, 2013 as well as any extensions is dependent upon TEA receiving continued grant funding from the USDE and authority by the Texas legislature for this project.

1.4 BUDGET

One fixed-price contract will be awarded in an amount not to exceed \$250,000 per fiscal year for three fiscal years totaling \$750,000 for the initial contract as a result of this RFP. If the contract is extended, the biannual contract amount may potentially be no more than \$250,000 per fiscal year/\$500,000 per contract. Proposals must include a detailed cost proposal budget in accordance with these amounts, meeting the requirements of Section 3.5 of this Request for Proposal (see Attachment A for a sample format). In completing the cost proposal, proposers should specifically address costs related to any proposed quantitative evaluation activities separately from any proposed qualitative evaluation activities. Upon contract award, procedures for monthly invoicing and payments will be established in line with a fixed price contract.

1.5 PROJECT DESCRIPTION AND REQUIREMENTS

The Texas GEAR UP evaluation proposals should focus on outcomes associated with the three GEAR UP goals and nine associated project objectives. A proposed evaluation plan must be guided by a logic model addressing potential strategies to achieve successful student and family outcomes and the interrelated nature of the program goals and objectives. Additionally, the plan must clearly indicate how all stated evaluation objectives and expectations will be addressed. Proposals must describe plans to evaluate the Texas GEAR UP program using allocated funds. Proposals must also clearly indicate how evaluation objectives would be addressed for the entire potential project period. The description should clearly separate tasks/costs that will occur through the initial funding period (from contract award to August 31, 2015) from those that will occur during the 4 additional potential funding years. Proposals will be scored on the evaluation plan and feasibility of activities for the entire 7 year project period.

The required evaluation objectives and expectations are outlined within this section, but the proposer may choose to address additional areas that, in its professional opinion, would expand understanding of the program's outcomes and should be included. Respondents are expected to address in their proposal the method and manner in which they propose to accomplish each objective and expectation. Detailed descriptions including quantitative, qualitative, and expert review methods, as well as preliminary analysis plans (e.g. rigorous data/statistical analyses, surveys, focus groups, site visits/observations etc) should be included in the proposal. In addition to the detailed description in the proposal text, proposers may want to include a table or appendix summary overview of proposed objectives, methods and analysis plans (see Attachment C for a sample format).

It is required that the proposed evaluation plan utilize a mixed-method (quantitative and qualitative approach) cohort evaluation methodology in which students at the selected grantee schools entering Grade 7 in the 2012–13 school year are tracked from entry point forward. Additionally, it is expected that program implementation and participation related to this cohort of students are evaluated over time. The selected middle and high school campuses may be initiating campus or district-wide practices related to the sustainability of the GEAR UP program or strategies at each grade level. Although, TEA is especially interested in better understanding the longitudinal and cumulative impacts of the GEAR UP program implementation with respect to the initial cohort over time, TEA is additionally interested in learning the impact of sustained implementation with new cohorts.

The four broad evaluation objectives to be addressed the Texas GEAR UP evaluation include but are not limited to:

1. Implementation of GEAR UP Strategies and Identification of potential “Best Practices” – Evaluation questions related to this objective should focus on the link between participation and program outcomes. Analysis should include a review of the strategies

- that grantees utilize to meet GEAR UP goals and seek to link teacher, parent, and student participation to program outcomes.
2. Student Impact – Evaluation questions related to this objective should focus on the achievement of milestones related to the major goals of the program. Analysis should include a comparison of GEAR UP student outcomes, including course completion and academic aspirations, to students in a matched comparison group and will compare outcomes within the cohort based on the extent of a student’s participation in the project. Student outcomes should include interim achievement milestones including passing identified mathematics courses and success on state standardized tests as well as the final program goals of high school completion and college enrollment.
 3. Family and School Impact – Evaluation questions related to this objective should seek to identify changes in behaviors of parents and school personnel. Analysis should examine changes in post-secondary knowledge among parents, both within a year, and over the course of the grant as well as the relationships between parent and student expectations. The evaluation should also review the extent to which core content teachers participate in training and the perceived impact on instructional strategies and improved academic rigor.
 4. Cost and Sustainability – Evaluation questions related to this objective should seek to examine the use of funds and sustainability of the Texas GEAR UP program over time. Analysis should identify specific uses of the GEAR UP funding, the use of any matched funding by districts and whether fund use changes over time. Additionally, analysis should explore plans for sustainability and the perceptual and quantitative impact of the implementation of those plans over time as well as the use of outside funding sources.

It is expected that the proposer include both quantitative and qualitative measures within the evaluation plan. Quantitative measures may over time include the state data sources listed in Section 1.5, grant and matched fund expenditure data and student course data. Additional quantitative data sources include program participant performance and achievement measures such as performance measures and data requested through the Annual Progress Report (APR) of the grant. This report over time includes ongoing collection of relevant milestones/benchmarks, performance on state standardized assessments (by subject area and grade with reading/English language arts and math as the primary focus) as well as college admission exams, completion of secondary and higher education courses, grade-level promotion, and progress on a rigorous graduation plan, the level of participation in specific GEAR UP intervention strategies, student application and enrollment at a postsecondary institution, student achievement in postsecondary education as indicated by first year GPA, parents’ and students’ knowledge of postsecondary options and financing, parent attendance at GEAR UP activities, and core content area teachers participation in training and utilization of advance instructional strategies and data-driven planning. While some of these data elements may need to be collected by the Contractor through surveys or site visits, TEA will provide Contractor with data that is required to be collected from the grantees or from a third-party data tracking database which houses many of these data elements. It should be noted that any data needed to be collected directly from the grantees, such as course data, may not be able to be also collected from the comparison group schools as those schools cannot be required to submit this data which could limit some analyses.

It is of interest in the quantitative analysis to explore whether students must receive early and continuous intervention to secure successful outcomes, or if intervention at any point in time produces successful outcomes. While some data for the quantitative analysis, such as participation in GEAR UP strategies, course data, and state standardized testing, will be available for grantees in all years of the evaluation, the availability and relevance of other student outcome data will be based on the grade level of the cohort. For example, the impact on college enrollment and progress will not be known until 2019.

TEA expects that Contractor will conduct site visits to the participating grantee districts minimally once a year but potentially twice a year as appropriate for the evaluation (i.e., fall and spring) and that qualitative measures will be employed in an effort to produce longitudinal cases studies of the districts from these site visits. Qualitative methods may include but are not limited to staff

interviews, student and parent focus groups, and document review. The purpose of these site visits should be to understand how program implementation changes over time in an effort to identify potential “best practices” with respect to program strategies and to ultimately connect program implementation to student outcomes. Data to be collected may include strategies proposed and utilized by grantees, progress toward grant objectives, students’ and parents’ post-secondary expectations and knowledge, perceptions of grant activities, staff participation in grant activities, staff perceptions of professional development opportunities and staff perceptions of the sustainability of the GEAR UP strategies. Additionally, qualitative data may be generally used to help define the quantitative measures provided above or it may be used to support or extend the overall understanding of what is being learned through the study.

It is expected that the Contractor will include a comparison group in the analysis consisting of 6-10 schools. (It is expected that the Contractor would not select a campus currently participating in another GEAR UP project.) In creating the comparison group, while proposers have some flexibility, such as what variables are suggested for inclusion in matching students at baseline, it is anticipated that a Propensity Score Matching approach, matching on a range of school and student level data, may be most likely to identify an appropriate comparison group given the recent changes to the assessment program in the state. While data from comparison schools will likely be obtained mostly from TEA provided state data sources, schools will be asked to voluntarily complete an inventory of college-going strategies and to have students and parents complete a survey regarding post-secondary knowledge and expectations. TEA will facilitate the initiation of these collections and assist the Contractor as needed, however, the Contractor should note that the data collection will be voluntary in nature and this could limit some analyses.

Quantitative data should be analyzed descriptively, through inferential statistics, and/or statistical modeling procedures (i.e. regression or hierarchical linear modeling (HLM) to assess relationships between variables of interest and relevant outcomes. The Contractor will need to triangulate quantitative data with qualitative data and will need to maximize the longitudinal nature of the data in the analysis plan, beginning with baseline data from the 2011–12 school year. It is expected that the evaluation include a quantitative comparative analysis of student outcomes between students at GEAR UP schools and non-GEAR UP schools as well as an examination of differences in outcomes among GEAR UP schools.

While the focus of Evaluation Objective 1 is on implementation of GEAR UP strategies and identification of potential “best practices”, the early identification of these practices in the first two to three years of the program will assist TEA in understanding how and in what contexts the practices prove to be promising over the course of the evaluation period. TEA is particularly interested in understanding districts’ use of data-driven programming, instruction strategies, and project-based learning as potential “best practices” impacting student outcomes, however, early data may suggest that other strategies are of greater importance.

Within each biannual report specified in Section 1.6, a specific spotlight analysis will be required based on the time period of the grant. For the initial contract period, the spotlight analysis should focus on the transition of the cohort between Grades 8 and 9 and the specific GEAR UP strategies and efforts employed during this time period to assist students in that transition which additionally facilitates progress toward the ultimate goals of the Texas GEAR UP program. Should the contract be extended, the spotlight analysis of the second biannual report should focus on the transition between Grades 9 and 10 and for the third biannual report the spotlight analysis should focus on the use of GEAR UP strategies to increase students’ and parents’ knowledge of college opportunities in Year 5 of the grant (Grade 11 of the cohort) and the completion of college admission and financial aid applications in Year 6 of the grant (Grade 12 of the cohort).

This evaluation also requires the preparation of the APR in conjunction with TEA staff. The APR is a federally-required report that includes grant programming data that spans from April 1st to March 31st each year. Grantees are required to populate a database that will be used to complete the APR. It is expected that the Contractor will analyze the data and populate the APR template (an

example of which can be found at <http://www2.ed.gov/programs/gearup/performance.html>) as well as contribute to the narrative section of the APR. Although the programming period lasts through March 31st, much of the data are available by March 1st of each year. This report is due to the federal government by April 15th of each year but will be submitted to TEA earlier (see Section 1.6) for review and finalization. It should be noted that the Contractor will need to design instruments and collect data specifically requested in the APR, such as specified student and parent survey questions and average hours of participation in programming areas. Additional questions may be added to these data collection instruments in addition to what is required by the APR upon review and approval by TEA. The Contractor will be required to create additional data collection instruments as well as interview and focus group protocols as needed for the evaluation under the guidelines provided in Section 1.5.2. It is expected that the vendor will include data and information collected through the APR, (e.g., survey data, grantees progress toward meeting stated goals) in other deliverables as appropriate to meet the evaluation objectives.

1.5.1 AVAILABILITY OF STATEWIDE DATA FROM TEA

The selected respondent will have access to all non-confidential campus, district- and state-level data collected and maintained by TEA as needed to complete the study as well as the data sources explained in Section 1.5. TEA will provide the “Access to Confidential Information: TEA Agent Agreement” form (see Attachment D) to the awarded contractor as applicable. Once TEA’s requirements for access to confidential data have been met, the selected proposer will also have access to necessary confidential campus-, district-, student-, and staff-level data. In order to answer some research questions, the selected evaluator will need to manipulate/analyze TEA and provided datasets, as well as propose collecting additional, supplemental data where necessary. All data sent from TEA will provide a unique identifier created for the project for each case in the database. TEA will not release confidential data such as social security numbers to the contracted vendor. At the end of the project and prior to the completion of the contract period, the Contractor will destroy all data and provide a certification to TEA that all data have been destroyed (see Attachment F). Proposers should be aware that beginning in the 2011–12 school year, TEA began using the next generation of student assessment tests (replacing TAKS), called the State of Texas Assessment of Academic Readiness (STAAR). However, if previous TAKS data will be needed as well, proposers should discuss how any connections between TAKS and STAAR will be made using the bridging study provided in the link below.

A table outlining examples of when TEA data is typically available is attached (see Attachment E). The following websites may be useful resources to proposers for identifying the types of data currently collected by TEA. Proposers should be aware that because the 2011–12 school year was the first year STAAR was implemented, there may be a delay in the availability of this data (including any standards for passing rates) to the Contractor, however, it cannot be determined at this time when this data will fully be available.

Public Education Information Management System (PEIMS):
<http://www.tea.state.tx.us/peims/>; see also:
<http://www.tea.state.tx.us/peims/standards/wedspre/index.html>

State of Texas Assessment of Academic Readiness (STAAR):
<http://www.tea.state.tx.us/student.assessment/staar/>
STAAR Bridging Study:
<http://www.tea.state.tx.us/index2.aspx?id=2147507511>

Texas Assessment of Knowledge and Skills (TAKS):
<http://www.tea.state.tx.us/student.assessment/reporting/>

State Board of Educator Certification (SBEC) data:
www.sbec.state.tx.us/reports

Texas PK-16 Public Education Information Resource (TPEIR):

<http://www.texaseducationinfo.org/tea.tpeir.web/>

Texas Education Directory (AskTED):

<http://mansfield.tea.state.tx.us/tea.askted.web/Forms/Home.aspx>

Additionally ACT/SAT data would be made available to Contractor upon release as well as post-secondary data sources such as enrollment and course data for students attending institutions in the state of Texas as it becomes available.

1.5.2 NEW DATA COLLECTION

All instruments (e.g., interview protocols, surveys, etc) developed by the selected contractor will be finalized in collaboration with TEA staff. Once finalized and approximately a month prior to data collection, all instruments will be submitted to TEA's Data Governance Board (DGB), primarily to ensure that data are not already being collected by TEA. The selected contractor may need to submit additional documentation to a state district/school based on local policy prior to collecting any data within this district/school. At the end of the project and prior to the completion of the contract period, the Contractor will provide all newly collected data for the study to TEA in a format designated by the agency. Upon approval by TEA, the Contractor will destroy all newly collected data and provide a certification to TEA that all data has been destroyed (see Attachment F).

TEA requires that all non-agency instruments collecting data on students be reviewed by an Institutional Review Board (IRB). Therefore, the selected contractor will need to determine and allocate costs for an internal or external IRB. Please note that DGB is not an IRB. In addition, the selected contractor will need to follow ethical research and evaluation principles (for guidelines see www.apa.org, www.aera.net, www.eval.org), especially with minor students (for guidelines see www.srcd.org). This includes obtaining informed consent, as well as parental and student consent/assent for minor students.

1.6 PROJECT DELIVERABLES

TEA requires the following deliverables:

1. No later than thirty (30) days after the conclusion of an approved data collection period, to be defined by TEA (e.g., fall site visits) within a given year, the Contractor will deliver to TEA a formative memo summarizing preliminary results from the data collection period. A semi-formal meeting (in-person or by teleconference) will be held to discuss the formative memo with all relevant parties. The formative memo is expected to be presented professionally and may undergo minor editing but is primarily to be used for formative purposes internally and will not be published.
2. A comprehensive report detailing the findings from the first two years of the grant period will be delivered to TEA no later than January 1, 2015. This report should address the evaluation objectives specified in Section 1.5 related to implementation, impact, expenditures, sustainability, as well as any relevant quantitative or qualitative analysis based on other relevant data collection activities to date including any relevant baseline data. Additionally, this report should include the required spotlight analysis specified in Section 1.5 as well as actionable recommendations to the agency. If TEA chooses to exercise its option to extend the contract, a similar report will be required biannually.
3. An annual implementation report will be delivered to TEA no later than August 15, 2013, August 15, 2014 and August 15, 2015. The annual implementation report should address the evaluation objectives specified in Section 1.5 related to implementation with respect to the connection between program implementation, participation and program outcomes with emphasis on the effect of participation over time and the identification of "Best Practices". Detailed case studies based on site visits should be included in these reports as well as actionable recommendations to the agency. If TEA chooses to exercise its option to extend the contract, a similar report will be required annually.

4. An annual APR report will be delivered to TEA no later than April 8, 2013, April 8, 2014, and April 8, 2015. If TEA chooses to exercise its option to extend the contract, a similar report will be required annually.
5. In conjunction with the publication of any report, the Contractor will assist TEA with the development of a one- to two-page summary highlighting major findings and lessons learned.

TEA engages in extensive review of all documents that are to be published. The Contractor should budget for and be prepared to be responsive to multiple rounds of feedback, while maintaining the integrity of all reported findings. Well-polished drafts of the comprehensive research report and the research brief which will be subject to review by and feedback from the TEA, will be due no later than **60 calendar days prior to the report's due date**. It is expected that the drafts and final reports be of a quality similar to that which would be submitted to a peer-reviewed scientific or educational journal. **However, the reports must be written for a general audience. Typically, the main body of the report must be tailored towards a general audience, while all details regarding analyses and other technical information must be located in the technical appendix(ces) for researchers.** It is anticipated that the main body of the deliverable reports other than the APR report which has a predetermined format should consist of 100 pages maximum, not including appendices. In general, all written reports must follow the American Psychological Association's (APA) formatting style. Documents must also be compliant with all state and federal regulations for web accessibility (i.e., Americans with Disabilities Act [ADA] compliance) and these regulations shall take precedence when differing from APA format (see <http://www.dir.texas.gov/management/accessibility/pages/overview.aspx>). For each required report, the draft should come first as a SINGLE Microsoft Word document that can be edited using track changes. The final, publishable version of each report must come with both a Word version and a PDF file that are web accessible.

Other project deliverables include the following:

1. Monthly progress reports outlining the major activities accomplished during the prior month and planned for the next month, due by the 15th day of each month;
2. Final, approved versions of all survey instruments or data collection instruments used for the study;
3. De-identified transcripts of any audio or video recordings used for the study;
4. All detailed grant activity data collected through the secure environment;
5. All data collected for the evaluation including datasets used for analysis to be provided to TEA in a format designated by the agency;
6. Updated, detailed analysis plan linking analysis to research questions, in addition to clearly identifying all strategies for coding data, creating variables from the data, and specifying statistical analysis methodology and all variables to be used in the analysis, prior to analyzing data for any report specified in Section 1.6;
7. Ongoing copies of analyses code and output as requested by TEA;
8. Forty (40) bound, double-sided copies of published reports (22 to include all appendices, the rest referencing how to access appendices on-line); and
9. An electronic copy of all published reports compliant with all state and federal regulations for web page accessibility (to be posted on TEA website).
10. On-site presentation of findings prior to the submission of biannual and annual implementation reports. The presentation should be held no later than two weeks prior to the due date for the report to allow sufficient time afterwards for integration of TEA feedback into the report.

1.6.1 AUDIO/VIDEO RECORDINGS

Should the Contractor determine that interviews, focus groups, or other method requiring audio or video recordings are an appropriate research methodology to employ for the purposes of this evaluation, TEA will have no access to identified audio or video recordings or to crosswalks that link de-identified recordings to identified individuals. Upon transcription of these recordings as appropriate to the evaluation, the Contractor will destroy the recordings themselves, maintaining

only written records. Upon completion of the contract period, crosswalks will also be destroyed. The Contractor will provide a certification to TEA that all data has been destroyed at the end of the contract period (see Attachment F). Only de-identified transcripts of recordings will be the property of TEA at any time during or after the contract period.

1.7 COLLABORATION

TEA expects the Contractor to work closely with the appropriate TEA staff and its partners on the project for this evaluation program evaluation. This includes the following roles and responsibilities:

- a. Communicate deadlines and processes with staff at the Texas GEAR UP Technical Assistance Office at The University of Texas at Austin and share any issues with securing information from participating districts.
- b. Include, as necessary, any information from project partners or major service providers regarding district participation, programming selection and decisions, or outcomes of the program.

The TEA contract project manager and program staff will assume the following roles and responsibilities:

- a. Work with the contracted evaluator as needed to provide information on changes in legislation, reporting needs, program activities and any other activities that may affect the evaluation;
- b. Work with the contractor to address unforeseen developments, identify problems, and propose solutions;
- c. Coordinate access to relevant state databases, including procedures for accessing confidential databases;
- d. Provide other needed data and documentation deemed necessary such as the bridging study between TAKS and STAAR;
- e. Review and approve all data collection instruments and the contractor's evaluation plan, including qualitative and quantitative methodologies and data analyses;
- f. Monitor the ongoing work of the contractor as outlined in contractor-submitted monthly progress reports for each program to ensure compliance with contract terms;
- g. Approve monthly invoices;
- h. Provide multiple rounds of feedback on all submitted reports and written briefs;
- i. Coordinate on-site presentations of findings prior to the submission of each of the briefs and interim and final reports; and
- j. Monitor proper transmission and destruction of data as appropriate.

SECTION TWO GENERAL INSTRUCTIONS AND STANDARD PROPOSAL REQUIREMENTS

All proposals in response to this request must meet the following conditions in order to be considered. Failure to meet these conditions shall result in disqualification of proposal and the proposal shall receive no further consideration.

2.1 PROPOSAL SUBMISSION, DATE, AND TIME

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

November 27, 2012 - 2:00 P.M., Central Time (CT)

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 H). 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. (Central Time) 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. (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. 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. 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.

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 of Proposal**

Two (2) electronic copies, in non-editable PDF format, (CD or flash drive) of the proposal response must be submitted and received in the TEA Purchasing and Contracts Division by 2:00 PM on the established deadline date. Failure to meet this condition shall result in disqualification of offer and the offer 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.

2.1.4 **Intent to Submit Proposal**

All prospective proposers should notify the Texas Education Agency in writing of their intent to submit a proposal (Attachment G) by Friday, November 9, 2012, to the TEA Purchasing and Contracts Division via email 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**

DATE	EVENT
Monday, October 29, 2012	Publication of Request for Proposals in the electronic state business daily at http://esbd.cpa.state.tx.us/
Friday, November 9, 2012	Notice of Intent to submit a proposal is due in the TEA Purchasing & Contracts Division by the specified date & time
Monday, November 19, 2012	Last day to submit written questions about the RFP to TEA, no later than 5:00 P.M., CT
Tuesday, November 27, 2012	Proposal is due in the Purchasing & Contracts before 2:00 P.M., CT
November 28 – December 21, 2012	Evaluation process, oral presentations, and /or negotiations
January 4, 2013	Selection of Proposer
January 7, 2013	Beginning date of contract and commencement of work
August 31, 2015	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:

Purchasing and Contract Division

TEAContracts@tea.state.tx.us

Fax (512) 475-1706

(Written documentation of all vendor interaction is required.)

2.3.1 **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 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 (ESBD) at <http://esbd.cpa.state.tx.us/>. The addendum will be updated as needed while the RFP is advertised. The respondent's failure to periodically check the ESBD will in no way release the selected vendor from "addenda or additional information" resulting in additional cost to meet the requirements of the RFP. **NO PHONE INQUIRIES WILL BE ACCEPTED.**

Any Amendment to this procurement solicitation will be posted as an addendum on the ESBD. 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.

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 including the submitted cost proposals/budget.
- C. Texas Education Agency reserves the right to select the best proposal considering the outcomes desired. The proposer shall furnish such additional information that the evaluation team may require in order to complete the evaluation of the proposals submitted.
- D. 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.

Statement of Probability – TEA has determined that subcontracting opportunities are probable in connection with this procurement. Therefore, ALL respondents must submit the 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 Texas certified historically underutilized businesses from the state's Centralized Master Bidders List (CMBL) that they cannot complete with their own staff and resources. Respondents must also notify minority or women trade organizations or development centers of subcontracting opportunities. Additional requirements are listed in the HSP (Attachment I).

All Proposers are required to submit a HUB Subcontracting Plan (HSP) for this RFP.

- 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.
- 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.

The HUB subcontracting goal for this procurement is **23.6%** minority and/or woman owned business participation.

The HSP will be incorporated into the contract between the TEA and the selected proposer. The selected proposer shall submit a Progress Assessment Report (PAR) monthly. 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, 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.

Proposers that fail to submit the HSP will be rejected for noncompliance with the advertised contract specifications.

The proposer awarded the contract will be responsible for maintaining business records documenting compliance and shall make a compliance report to TEA as requested. The Progress Assessments Report (PAR) is due no later than the 15th day of the following month. The PAR is required to be submitted monthly, even if no activity occurred for the 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.

Open <http://www2.cpa.state.tx.us/cmb/cmbhub.html>.

1. **Search:** ☉ “ALL VENDORS” on the CMBL.

2. **Selection 1:**

Class Code: #924 Educational/Training Services and #918 Consulting Services

Item: #19 (under Educational/Training Services) and #38 (under Consulting Services)

District: # 14

To see the items associated with the class, click on the Class number in the Commodity Book at: http://www.window.state.tx.us/procurement/com_book/index.html

District Number. (Texas is divided into 25 geographical districts. District **14** is specific to: Bastrop, Blanco, Burnet, Caldwell, Gillespie, Hays, **Travis**, Williamson counties.)

3. 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 (i.e. previous employment, personal relationships etc.) that could 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.

Pursuant to Section 2252.901 of the Texas Government Code, Proposer shall make full disclosure of former employee/retiree of TEA or the intent to employ or subcontract with an individual who is a former employee/retiree of TEA. Within the first twelve months of leaving employment at TEA, a former employee/retiree selected by the Proposer for employment or subcontracting, shall not perform services on a project or fill a position that the former employee/retiree worked on while employed at TEA.

SECTION THREE PROPOSAL FORMAT AND CONTENT

3.1. PROPOSAL FORMAT AND CONTENT

Proposals must be formatted to print entirely on 8 ½" X 11" white paper and must be limited to 30 pages, not including appendices and attachments. 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 J).

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 J
<input type="checkbox"/>	Understanding of the Project and Methodology	Sec. 3.2
<input type="checkbox"/>	Management Plan	Sec. 3.3
<input type="checkbox"/>	Task Activity Plan	Sec. 3.4/Attachment B
<input type="checkbox"/>	Cost Proposal	Sec. 3.5/Attachment A
<input type="checkbox"/>	Analysis Plan Matrix (Sample)	Sec 3.5/Attachment C
<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 H
<input type="checkbox"/>	HUB Subcontracting Plan (HSP)	Attachment I

3.2. UNDERSTANDING OF THE PROJECT AND METHODOLOGY

The proposal must communicate an understanding of prior studies and research in the areas of the project, describe the tasks to be performed, and identify potential problems in the conduct of the project and methods to identify and solve such problems.

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. (If applicable, the proposer must also describe the training program, staff development, and curriculum design.)

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 will not affect the scoring. In addition, no employees of TEA can be listed in the proposal as references. They may be listed in a memo transmitting the proposal, but not in the proposal. If the proposer plans to use external consultants or subcontractors, a staff organization and resumes of consultants and/or subcontractors must be included.

3.4. TASK ACTIVITY PLAN

Proposer must plan for a project starting date of no earlier than January 14, 2013, and an ending date of no later than August 31, 2015 if selected as the contractor. The proposer must submit a task/activity plan specifying to the degree possible the tasks and activities which are to be undertaken. Timelines showing beginning and ending dates for each major task are to be included, as well as the name(s) of person(s) responsible for each task. Activities must be sufficiently designed and outlined in the task/activity plan that will provide evidence of satisfactory delivery of services and products. Time frames must be logical and appropriate to complete all activities within the beginning and ending dates of the contract. Failure to meet this condition shall result in disqualification of proposal and the proposal shall receive no further consideration.

3.5. COST PROPOSAL

This is a fixed price contract. The proposer must submit a budget detailing costs necessary to accomplish the project objectives and activities outlined in the task/activity plan (Attachment A) for Budget Summary.

Objects of expenditure used in the budget summary may vary depending on the project. Costs must be justified in terms of activities and objects of expenditure and must be reasonable (i.e., consistent with current market price) and necessary to accomplish the objectives of the project. The budget must evidence that financial resources are adequately and appropriately allocated among cost categories in a cost-effective and prudent business manner to accomplish project objectives and activities. Services to be purchased from other agencies, subcontractors, including any amounts subcontracted to HUBs, consultants, and others must be specified.

This section of the proposal must also contain a proposed Schedule of Task Completion (Attachment B) which ensures completion of tasks and the delivery of products by specified dates. Payment will be made upon satisfactory performance of services, receipt by the Texas Education Agency of specified deliverables, and receipt of properly prepared and certified invoices/expenditure reports.

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

3.6. PROPOSER'S FINANCIAL RESPONSIBILITY

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

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

- c. Individuals may be asked to 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 may also be 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 in a non-award. TEA will commence negotiations with the next high point proposer.

3.7. EVALUATION CRITERIA

Proposer must respond to all required sections of the RFP this includes processes, products, and services as identified in the RFP. 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

Review of proposals will begin as soon as practical after receipt. The proposers receiving the most favorable ratings during the first round of selection will be asked to send a representative to Austin, Texas, at a time and place to be arranged by TEA staff. Proposals will be rated again following oral presentations. The evaluation team shall consist of TEA staff knowledgeable in the content area, and may also include reviewers from outside the Agency with expertise in the area.

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

1. Approve the proposal in whole or in part;
2. Disapprove the proposal; or
3. Defer action on the proposal 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

Proposals will be selected based on the ability of each proposer to carry out all of the requirements contained in this Request for Proposal. A proposer who is 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. TEA will base its selection on, among other things, demonstrated competence, qualifications of the proposer, past vendor performance, and the proposed budget/cost. All state agencies 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. 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.

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 1. Adequacy and appropriateness of project design (20) 2. Understanding of prior studies and research (10) 3. Clear description of details for carrying out project (10)	40
B. Quality of Task/Activity Plan 1. Activities are of sufficient scope and detail to provide evidence of satisfactory delivery of services and products (15) 2. Logical and appropriate time frames (10)	25
C. Quality of Management Component 1. Experience of organization in managing education-related research and evaluation projects of similar scope described in this RFP (10) 2. Personnel qualifications, including appropriate combination of programmatic, research/evaluation, and technical skill sets and experience (10)	20
D. Cost-Effectiveness and Appropriateness of Financial Resources Dedicated to Project 1. Costs are appropriately aligned with major program objectives (8) 2. Costs are associated with specific activities and tasks are reasonable for the work proposed (7)	15
TOTAL	100 points

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

TEA reserves the right to review any materials, and/or products developed or adapted by the Contractor. Upon completion of the contract period, all documents will be returned to TEA or destroyed accordingly. All documents created at any time during the contract period belong to TEA.

The TEA Project Manager will establish procedures for communicating phase out and transition of the deliverable(s).

5.3 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.

Payment is contingent upon submission of properly prepared and certified invoices.. The information provided on each detailed status report must coincide with the tasks outlined in the approved budget, as negotiated by the TEA. 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 progress report. 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.

ATTACHMENT A: FORMAT FOR COST PROPOSAL (SAMPLE)

	HOURLY RATE	TASK 1	TASK 2	TASK 3	TASK 4	TASK 5	TOTAL
PERSONNEL COSTS							
TRAVEL							
CONTRACTED SERVICES							
SUPPLIES & MATERIALS							
OTHER (IDENTIFY)							
TOTAL							

ATTACHMENT B: SCHEDULE OF TASK COMPLETION (SAMPLE)

Title of Proposed Project: Texas GEAR UP Evaluation

Proposer Organization (Name): _____

Beginning and Ending Dates: _____ to _____

Task/Activity Numbers

Projected Completion Date by Task

Task No. 1 (title)

Activities

1. (list)
2. etc.

Month ___, 20__

Total Task No. 1

Task No. 2 (title)
continued

Total Task No. 2

Etc.

Selected proposer will be reimbursed upon satisfactory performance of services/completion of tasks and upon submittal of properly prepared and certified invoices/expenditure reports.


ATTACHMENT C: ANALYSIS PLAN MATRIX (SAMPLE)

Program Objectives	Research Questions	Data Sources	Planned Analyses*	Notes
Objective 1	Question 1	PEIMS, TAKS	HLM	
	Question 2	TAKS	Repeated-measures ANOVA	IV = . . . ; DV = . . . ;etc.
Objective 2	Question 1	PEIMS	Descriptive	
	Question 2	Progress reports & survey data	Correlation	

Analysis Plan

1. This matrix is presented only as a guide to the evaluator. Your specific matrix and analysis details will be based on the evaluation expectations / requirements, the evaluation plan, and the data available.
2. TEA expects that the submitted analysis plan will have a significant level of detail regarding each category identified on the analysis plan matrix. More specifically, It is expected that the evaluator will specify:
 - a. **Research Objectives & Questions** – identify and discuss each research objective and question including assumptions and/or hypotheses.
 - b. **Data Sources** – describe data sources and specific variables to be used to answer the specific research questions.
 - c. **Analysis Techniques** – provide a discussion of the analyses to be conducted for each research question including the role that each variable plays in the analysis model. For example, the detailed information on a proposed HLM or regression analysis including model statements, propensity score matching features, comparison group analyses, sub-group analyses. If the evaluation involves special or unconventional techniques or analyses, include additional information and justification for its purpose and use.
 - d. **Timing & Content of Analysis** – the discussion of the analyses to be conducted must also include information about the timing, (e.g., month and year), level (e.g., student-level, campus-level, grade-level) and content of each analysis (e.g., TAKS-Reading, PEIMS attendance).

ATTACHMENT D: ACCESS TO CONFIDENTIAL INFORMATION (SAMPLE)

 **Access to Confidential Information**

OP 10-03, Confidential Enterprise Information
Texas Education Agency - OPR: Information Services

TEA Agent Agreement

SECTION I: Agent Information and Purpose of Request

Requester Name Title
Organization
Address
Phone # E-mail Address

As an agent of the Texas Education Agency, I am requesting access to confidential information for the following limited purpose:

SECTION II: Data Specifications

Type of Data Years Level
Population

Data Elements (Attach an additional sheet if necessary.)

Are you requesting student social security numbers, names, or birth dates? Yes No

If yes, explain why.

SECTION III: Agreement and Signatures

By signing this document I agree to the following:

- I will not permit access to confidential information to persons not authorized by the TEA.
- I will destroy the data according to the schedule submitted with this request.
- I will receive assurance from the manager of my organization's internal audit department that an annual test for compliance with this agreement will be performed and the findings reported to the TEA.
- I will maintain the confidentiality of the data.
- I will report any known instances of missing data, data that has been inappropriately shared, or data taken off-site to the TEA Confidentiality Officer.
- I will obtain approval from the TEA Confidentiality Officer prior to any significant changes in the current computer network environment or physical security environment.

Revised: 10/31/08



Access to Confidential Information

OP 10-03, Confidential Enterprise Information
Texas Education Agency - OPR: Information Services

I have attached the following:

- The contract or Memorandum of Understanding that establishes me as an agent of the TEA
- Detailed procedures for protecting confidentiality that include the following:
 - where the information, both electronic and paper, will be stored
 - how access is technically, physically, and administratively restricted to persons authorized to access the information
 - how access will be revoked when an authorized person no longer requires access to the data due to termination of employment or change in job responsibilities
- Specific procedures that authorized persons are required to follow in order to protect the data
- A copy of my organization's confidentiality agreement that will be used to authorize persons to have access to the confidential information (Alternatively, each person with access to the confidential information may submit this form to the TEA.)
- Procedures for how and the dates by which the internal audit reports will be submitted to TEA
- Procedures for how and the date by which the information will be destroyed or returned upon completion of the project and a copy of the statement that the manager of my organization's internal audit department will sign at project completion certifying that the data has been destroyed or returned and that there are no copies of the information

I understand that procedures must be in place for monitoring and protecting confidential information.

I understand that any unauthorized disclosure of confidential student information is illegal as provided in the Family Educational Rights and Privacy Act of 1974 (FERPA), 20 USC, Section 1232g, and implementing federal regulations found in 34 CFR, Part 99. FERPA is specifically incorporated into the Texas Public Information Act as an exception to information that is subject to disclosure to the public (Texas Government Code, Section 552.026). I understand that any personal characteristics of a student that could make the student's identity traceable, including membership in a group such as ethnicity or program area, are protected, and I will not release counts less than five.

In addition, I understand that any data sets or output reports that I or my authorized agents may generate using confidential data are to be protected. I will not distribute to any unauthorized person any data sets or reports which I have access to or may generate using confidential data. I understand that I am responsible for any computer transactions performed as a result of access authorized by use of sign-ons/ passwords.

I also understand that failure to observe these restrictions is a violation of Texas Government Code, Section 552.352 and that such conduct constitutes a misdemeanor offense of official misconduct.

Requester Signature	Date		Date	TEA Liaison Signature	Date	
Signature of Manager, Internal Audit Department of Requester's Organization	Date		Date	TEA Data Owner Signature	Date	
Signature of Contractor, if Requester is a Subcontractor	Date		Date	TEA Information Security Officer Signature	Date	
				TEA Confidentiality Officer Signature	Date	

Revised: 10/31/08

ATTACHMENT E: TEA DATA SOURCES

CATEGORY	AVAILABILITY	EXAMPLE	TEA WEBSITE AVAILABILITY
Student demographics	March in the current school year	Student demographics for 2007-08 available March 2008.	
Attendance	October of the following school year	Attendance for 2007-08 available October 2008.	
Leaver data (graduation, dropout, other exits)	March in the following school year	Leaver data for 2007-08 available March 2009.	
TAKS scores (first administration)	March in the current school year	TAKS scores for 2007-08 available March 2008.	
TAKS scores (retests)	July in the current school year*	TAKS retest scores for 2007-08 available July 2008.	
Course completion	October of the following school year	2007-08 course completion data available October 2008.	
AEIS report data	November in the following school year	2007-08 AEIS data available November 2008.	Masked AEIS data available for download from AEIS website
Accountability ratings (preliminary)	August in the current school year	2007-08 accountability ratings available August 2008.	Accountability ratings available for download from Accountability website.
Accountability ratings (final)	October in the following school year	2007-08 accountability ratings available October 2008.	Accountability ratings available for download from Accountability website.
Financial Budget data	March in the current school year	2007-08 budget data available March 2008.	Financial budget data available for download from School Finance website.
Financial Actual (revenue and expenditures)	March in the following school year	2007-08 Actual financial data available March 2009.	Financial actual data available for download from School Finance website.
Staff demographics	March in the current school year	Staff demographics for 2007-08 available March 2008.	
Teacher certifications	Updated weekly		
District and campus types, addresses, phones, superintendents, principal names, campus grade ranges	Updated nightly		District and campus addresses available for download from AskTED.

*except for exit-level TAKS, which can be retaken the following school year.

ATTACHMENT F: CERTIFICATION OF DATA DESTRUCTION TEMPLATE

<CONTRACTOR LETTERHEAD>

Customer Name: Texas Education Agency		
Project Name:		
Contract No.:		
<CONTRACTOR NAME>		
Address:		
City:	State:	Zip:
Phone:	Fax:	

Certificate of Secure Data Destruction

Description of Data Medium	Method of Data Destruction Used	Technician Performing Task	Verified By (Other Than Technician)	Date/Time Task Completed

The undersigned certify that all the above tasks have been completed according to the terms of the agreement with TEA

Signed: _____ Date: _____
<Name of Project Support Staff, Title>

Signed: _____ Date: _____
<Name of Project Support Staff, Title>

Signed: _____ Date: _____
<Name of Project Support Staff, Title>

Signed: _____ Date: _____
<Name of Project Support Staff, Title>

ATTACHMENT G:

NOTICE OF INTENT TO SUBMIT A PROPOSAL

RFQ No.: 701-13-009

Texas GEAR UP Evaluation

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 RFP, BUT NOT LATER THAN, NOVEMBER 9, 2012 TO:

TEAContracts@tea.state.tx.us

Texas Education Agency
Purchasing and Contracts Division
FAX (512) 475-1706

**ATTACHMENT H:
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 and Substitutions:** Contractor shall not assign, transfer or subcontract any of its rights or responsibilities under this Contract without prior formal written amendment to this Contract properly executed by both TEA and Contractor. TEA reserves the right to request changes in personnel assigned to the project. The TEA Project Manager must pre-approve any changes in key personnel throughout the contract term. Any changes to the HUB Subcontracting Plan (HSP) must be approved by the Agency HUB Coordinator before staffing changes are initiated. Substitutions are not permitted without written approval of the TEA Project Manager.
- E. **Encumbrances/Obligations:** All encumbrances, accounts payable, and expenditures shall occur on or between the beginning and ending dates of this Contract. All goods must have been received and all services

rendered during the Contract period in order for Contractor to recover funds due. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures.

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

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

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

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

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

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

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

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

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

4. For Nonprofit Organizations: 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 74, 77, 79, 81, 82, 85, 99, 104, 47 CFR 0 and 64, OMB Circulars A-122 (Cost Principles) and A-133 (Audits), and OMB Circular A-110 (Uniform Administrative Requirements);
5. For State Agencies: 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 76, 80, 81, 82, 85, 99, 104, 47 CFR 0 and 64, OMB Circulars A-87 (Cost Principles) and A-133 (Audits), and OMB Circular A-110 (Uniform Administrative Requirements); and
6. For Commercial (for-profit) Organizations: 29 CFR 1630 and 48 CFR Part 31.
7. For American Recovery and Reinvestment Act funded projects: FAR 52.204-11, 52.212-5, 52.214-26, 52.215-2, and OMB Guidance Memo M-09-15.

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

TEA

Jennifer Broussard, Ph.D.
 Evaluation Activities
 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 sovereign immunity.
- Y. **Interpretation:** In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, Appendices, General Provisions, Special Provisions, Exhibits, and Attachments or other documents, the TEA Contract and its General Provisions, Appendices and Special Provisions shall take precedence over all other documents which are a part of this contract.
- Z. **Education Service Center:** No funds transferred to Regional Education Service Centers or to school districts may be used to hire a registered lobbyist.
- AA. **Compliance with Laws:** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting Contractor's performance, including if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations. For the entire duration of the Contract, Contractor shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. When required or requested by the Agency, Contractor shall furnish TEA with satisfactory proof of its compliance with this provision.
- BB. **Public Information:** The TEA is subject to the provisions of the Texas Public Information Act. If a request for disclosure of this Contract or any information related to the goods or services provided under the Contract or information provided to the TEA under this Contract constituting a record under the Act is received by the TEA, the information must qualify for an exception provided by the Texas Public Information Act in order to be withheld from public disclosure. Contractor authorizes the TEA to submit any information contained in the Contract, provided under the Contract, or otherwise requested to be disclosed, including information Contractor has labeled as confidential proprietary information, to the Office of the Attorney General for a determination as to whether any such information may be exempt from public disclosure under the Act. If the TEA does not have a good faith belief that information may be subject to an exception to disclosure, the TEA is not obligating itself by this Contract to submit the information to the Attorney General. It shall be the responsibility of the Contractor to make any legal argument to the Attorney General or appropriate court of law regarding the exception of the information in question from disclosure. The Contractor waives any claim

against and releases from liability the TEA, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by the Contractor and determined by the Attorney General or a court of law to be subject to disclosure under the Texas Public Information Act.

- CC. **Gratuities:** By signing this Contract, Contractor represents and warrants that the Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.
- DD. **Venue and Jurisdiction:** Subject to and without waiving any of the Agency's rights, including sovereign immunity, this Contract is governed by and construed under and in accordance with the laws of the State of Texas. Venue for any suit concerning this solicitation and any resulting contract or purchase order shall be in a court of competent jurisdiction in Travis County, Texas.
- EE. **Protests:** Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation, evaluation, or award of this or any other contract by the Texas Education Agency may submit a formal protest to the Director of the Agency's Contracts and Purchasing Division. This protest procedure shall be the exclusive method by which anyone may make a challenge to any aspect of the Agency's contracting process. The Agency will not be required to consider the merits of any protest unless the written protest is submitted within ten (10) working days after such aggrieved person knows, or reasonably should have known, of the occurrence of the action which is protested. The protest document must meet with all requirements in applicable law and Agency's rules (Title 19 of the Texas Administrative Code, at § 30.2002) <http://ritter.tea.state.tx.us/rules/tac/index.html>.
- If the protest procedure results in a final determination by the Agency that a violation of law has occurred in its contracting process in a case in which a contract has been awarded, then the Agency may declare the contract void at inception. In that event, the party who had been awarded the contract shall have no rights under the contract and no remedies under the law against the Agency.
- FF. **Liability for and Payment of Taxes:** Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Contractor or its employees. TEA shall not be liable for any taxes resulting from this Contract.
- GG. **Severability:** In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, the invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein. The remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.
- HH. **Conformance:** The Contractor warrants that all goods and services furnished shall conform in all respects to the terms of this Contract, including any drawings, specifications or standards incorporated herein, and any defects in materials, workmanship, and free from such defects in design. In addition, respondent warrants that goods and services are suitable for and will perform in accordance with the purposes for which they are intended.
- II. **Felony Criminal Convictions:** Contractor represents and warrants that Contractor has not and Contractor's employees assigned to TEA projects have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Contractor has fully advised TEA as to the facts and circumstances surrounding the conviction.
- JJ. **Criminal Background Checks:** If during the term of this Contract, Contractor, and/or Contractor staff, or subcontractor have access to Texas public school campuses, all Contractor and/or Contractor's staff must submit to a national criminal history record information review (includes fingerprinting) and meet all eligibility standards and criteria as set by Agency before serving in assignments on behalf of the Agency. This requirement applies to all individuals who currently serve or will serve in Agency assignments that have the possibility of direct contact with students. Assignments are contingent upon meeting Agency eligibility standards. Contractor and/or any staff member of Contractor who may perform services under this contract must complete this criminal history review before the beginning of an assignment. If said individuals have not completed this requirement or the review results in a determination that Contractor is not eligible for assignment, this contract will be terminated effective immediately or the date of notice of non-eligibility, whichever is earliest.

- KK. **Assignment of Contract:** This Contract may not be assigned, sold, or transferred without the express written consent of the TEA Purchasing and Contracts Division. An attempted assignment after Contract award without the TEA approval will constitute a material breach of contract.
- LL. **Buy Texas:** In accordance with Government Code, Section 2155.444, the State of Texas requires that during the performance of a contract for services, Contractor shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state. This provision does not apply if Contractor receives any federal funds under this Contract.
- MM. **Excluded Parties List System:** The Texas Education Agency is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, <http://www.epls.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Contractor certifies that they are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Contractor is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.
- NN. **Suspension and Debarment:** Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local government entity. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.
- OO. **Web Accessibility Policy:** State law requires State Agencies and institutions of higher education to provide persons and employees with disabilities access comparable to access and use provided to the public and State employees without disabilities for the following: telephones and other telecommunications products, information kiosks, transaction machines, internet websites, and multimedia resources. TEA adheres to the standards set forth in TAC §206 State Web Sites, TAC §213 Electronic and Information Resources, and the Federal 508 requirements which may be viewed at <http://www.governor.state.tx.us/disabilities/resources/keylaws/access>. This policy is applicable to all TEA contractors who develop or provide any of the services or products listed above as a result of a TEA contract award or approved vendor list. All documents created or developed under this Contract must also be compliant with all state and federal regulations for web accessibility (i.e., Americans with Disabilities Act (ADA) compliance, http://www.dir.state.tx.us/general_info/accessibility.htm).
- PP. **Collusion:** Contractor certifies and represents that Contractor has not colluded with, nor received any assistance from, any person who was paid by TEA to prepare specifications or a solicitation on which a respondent's bid or proposal is based and will not allow any person who prepared the respective specifications or solicitation to participate financially in any contract award.
- QQ. **Social Security Numbers Withheld:** TEA will not provide Social Security Numbers (SSNs) to any Contractor under this contract. TEA, its contractors and their subcontractors, will not require or request school districts to provide SSNs under this contract.
- RR. **Proprietary or Confidential Information:** Contractor, its employees and subcontractors, agree that in executing tasks on behalf of the TEA, they will not use any student-identifying information in any way that violates the provisions of FERPA, and will destroy or return all student-identifying information within thirty (30) days of project completion. Contractor also agrees not to disclose any information to which it is privy under this Contract without the prior consent of the agency. Contractor will indemnify and hold harmless the State of Texas, its officers and employees, and TEA, its officers and employees for any claims or damages that arise from the disclosure by Contractor or its contractors of information held by the State of Texas.
- SS. **Independent Contractor:** Contractor shall serve as an independent contractor in providing services under this Contract. Contractor's employees are not and shall not be construed as employees or agents of the State of Texas.
- TT. **Vendor Performance:** All state agencies must report unsatisfactory vendor performance on purchases over \$25,000. Respondents who are in default or otherwise not in good standing under any other current or prior contract with TEA at the time of selection will not be eligible for award of this contract. Agencies report

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

Contractor performance information is located on the CPA web site at:

http://www.window.state.tx.us/procurement/prog/vendor_performance/

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

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

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

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

3. **Termination Due to Changes in Law:** If federal or state laws or regulations or other federal or state requirements are amended or judicially interpreted so that either Party cannot reasonably fulfill this Contract and if the Parties cannot agree to an amendment that would enable substantial continuation of the Contract, the Parties shall be discharged from any further obligations under this Contract.
4. **Rights upon Termination or Expiration of Contract:** In the event that the Contract is terminated for any reason, or upon its expiration, TEA shall retain ownership of all associated work products and documentation obtained from the Contractor under the Contract.
5. **Survival of Terms:** Termination of the Contract for any reason shall not release the Contractor from any liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, and invoice and fees verification.

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 (less than 10%) to the approved budget without submitting a written amendment. However, a revised budget document must be submitted to the TEA

Project Manager for approval. Once approved, the documents must be submitted and Contracts office and will be incorporated into the Contract file. Failure to submit the budget documents will result in invoices being rejected or payment delayed.

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

All amendments must be signed by both parties.

WW. Payment:

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

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

Additional information and a Direct Deposit Authorization application may be found at: <https://fmx.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.
3. Contractor who is indebted or owes delinquent taxes to the state will have any payments under the contract applied toward the debt or delinquent taxes owed the state until the amount is paid in full, regardless of when the debt or delinquency was incurred. TEA shall determine whether a payment law prohibits the Comptroller from issuing a warrant or initiating an electronic funds transfer to a person before TEA enters into a written contract with that person.

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

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

YY Insurance:

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

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

ZZ. Force Majeure

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

AAA. Drug Free Workplace Policy

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

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

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

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. By signature hereon, the respondent certifies that:

All statements and information prepared and submitted in the response to this RFP are current, complete and accurate.

Pursuant to Texas Government Code, Title 10, Subtitle D, Section 2155.004(b), the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Bidder certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003 of the Government Code, relating to contracting with executive head of a state agency. If Section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated.

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Bidder: _____

Date of Employment with Bidder: _____

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

Pursuant to Texas Government code, Title 10, Subtitle D, Section 2155.004(a), the bidder has not received compensation for participation in the preparation of specifications for this solicitation.

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 # _____

TEA has a policy of being a smoke-free agency. The policy reflects our commitment to providing a healthy environment for all our employees and visitors. This policy prohibits smoking within any state building or on the grounds. Contractor, by acceptance of this contract, agrees to abide by this policy when on the property of {Agency}.

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 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:

**Texas Education Agency
Historically Underutilized Business
Subcontracting Plan (HSP)**

Separate document

(FORMAT FOR COVER PAGE)

PROJECT PROPOSAL

Submitted to the
Texas Education Agency
Purchasing & Contracts Division

RFP No.: 701-13-009

TITLE OF PROPOSED PROJECT: Texas GEAR UP Evaluation

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

RESPONDENT ORGANIZATION IDENTIFICATION NUMBER: Show Respondent organization 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 box if 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

**Texas Education Agency
RFP 701-13-009
Evaluation of GEAR UP Grant
Addendum #1**

Question: Do we need to provide the means to develop/implement a program database for GEAR UP grantees under this contract or is there a program data system already in place to collect program data from students served through the Texas GEAR UP Grant Program?

TEA Response: No. This will be created and implemented under a separate contract and that vendor will be responsible for collecting the majority of the program data from grantees. Note, the vendor selected for the GEAR UP Evaluation through this RFP (No. 703-13-009) may need to assist TEA and its partners, however, in the collection of these data early on in the project and will be responsible for collecting some data elements of the APR, such as survey response data, on an ongoing basis. Additionally, throughout the term of the contract, the GEAR UP Evaluation vendor will communicate with TEA any data collection needs for the Evaluation that should be included as input fields in the program data system.

Question: Is TEA requiring submission of hard copies (an original and copies) of the proposal, or is an electronic proposal submitted on a CD or flash drive the only required method of submission? If hard copies are required, how many should be submitted?

TEA Response: TEA is only requesting electronic copies for this submission. Two flash drives or CD's.

Question: Are annual APR reports (Deliverable #4) considered published reports, and therefore subject to a summary in the form of Deliverable #5 described under Section 1.6: Project Deliverables?

TEA Response: The APR is a required submission to the U.S. Department of Education. While considered a deliverable to the contract, the APR will not be published through TEA, and is therefore not subject to a summary in the form described in Deliverable #5. Data and information from the APR, however, is expected to be included in the analysis for the other contract deliverables (Deliverables #2 and #3) which will be published through TEA. These Deliverables are subject to a summary in the form described in Deliverable #5.

Question: Under Section 3.5: Cost Proposal, should the cost proposal include just the cost for the initial period of the contract (through August 31, 2015) or should a separately priced cost proposal also be submitted for the potential contract extension period (through August 31, 2019)?

TEA Response: The cost proposal should include both the initial contract period as well as the extension periods through 2019, separated out by contract period.

**Texas Education Agency
RFP 701-13-009
Evaluation of GEAR UP Grant
Addendum #2**

Question: What are the four pre-determined districts that are participating in the new Texas GEAR UP grant? (2012-2019)

TEA Response: At this time, the four districts have applied, been selected and received their Notice of Grant Award. The districts are: Lubbock Independent School District (ISD), Edgewood ISD (Bexar County), Somerset ISD, and Manor ISD.

Question: How many middle schools and high schools are participating in each of the four school districts? Will all middle schools in the four districts be participating in GEAR UP or only a subset of schools?

TEA Response: In this project, we will be serving a cohort of students and following them through the full term of the grant. This cohort is the class of 2018 who are currently 7th graders. For the first two years of the grant, students in this cohort will be at their middle schools, and will move to their high schools (9th grade) in the 2014-2015 school year. Some districts will have all middle schools and high schools participate, others have selected schools for participation.

- Edgewood ISD: 3 middle schools flow to 2 high schools
- Lubbock ISD: 1 middle school flowing to 1 high school
- Manor ISD: 2 middle schools flowing to 1 high school
- Somerset ISD: 1 middle school flowing to 1 high school

Question: Is TEA responsible for purchasing or maintaining a database to track individual student and parent participation in GEAR UP activities? How frequently will this data be provided to the evaluation contractor?

TEA Response: It is our intent that some data will be available in real-time, to the extent that the GEAR UP data center can integrate with local student management systems on data points that are entered in on a daily basis (example: daily student attendance, grant event attendance. For the purposes this evaluation, data capture/export dates will be coordinated with the evaluation contractor and dependencies of the USDE Annual Progress Report. Data needed for key evaluation due dates will be available on an agreed upon timeline.

Question: In what format will student course data be provided to the evaluator? (i.e., will we receive each student's entire transcript or will the file contain only the courses of interest, such as pre-AP and AP courses, dual credit courses, Algebra I, etc.)?

TEA Response: Currently only student course data of interest will be required to be entered into the database by the grantees, however the database may potentially be modified to collect additional course data or that data may potentially be obtained from the grantee through a separate collection.

Question: We are interested in partnering with a woman and minority-owned HUB in Texas that has applied for but not yet received its certification. Will this be acceptable for meeting the subcontracting requirement if certification is received prior to the contract award?

TEA Response: When you submit the response, indicate that the subcontractors HUB certification is pending.

Question: We would like some clarification regarding the format for proposals. From page 12 of the RFP, it appears that TEA is seeking ONLY electronic copies of proposals, to be provided on either a CD or flash drive. Is it correct that you do not wish to receive any paper copies of the proposal? If you wish to have electronic copies only, can they be submitted via email?

TEA Response: TEA is only requesting electronic copies for this submission but the package with the flash drives or CD's eh must be submitted by mail, over night service, hand carried etc. TEA will not accept emails.

Question: What are the anticipated funding levels for each of the grantees in years 2-7 of the program?

TEA Response: Grantees were funded in year 1 based on student population numbers. Grantees are expected to be consistently funded years 1-6. In year 7, the participating cohort will be in the first year of their postsecondary experience. It is expected that services delivered by the district/secondary campus will be less intense during year 7. Grantees will be funded at approximately 60% of their current funding during year 7.

Question: Will additional cohorts of grantees in future grant funding cycles be added to the scope of work?

TEA Response: Only the initial cohort (those students entering Grade 7 in the 2012-13 school year) will be funded through the grant over time, however the grantees are required to plan for sustainability as part of the grant. TEA is interested in learning about the impact of sustained implementation with new cohorts over time. Analysis regarding sustainability with future cohorts should explore grantees' plans for sustainability and the perceptual and quantitative impact of the implementation of those plans over time; however, the majority of the evaluation resources should focus on understating the implementation and impact of the grant for the initial cohort over time.

Question: Is the Cost Proposal included in the 30 page limit?

TEA Response: The Cost Proposal is not part of the 30 page limit.

**Texas Education Agency
RFP 701-13-009
Evaluation of GEAR UP Grant
Addendum #3**

Question: On page 8, you say “detailed case studies based on site visits should be included in these reports.” How many case studies? a. Are you expecting these case studies to be by district or school?

TEA Response: TEA expects that site visits will be conducted at the campus-level at each grantee with four case studies produced at the grantee-level. For those sites that have multiple middle or high school campuses, appropriate distinctions among the campuses should be noted within the case study.

Question: While we understand it will vary among the four districts, does the state anticipate a focus on GEAR UP’s goal of college awareness in grades 7 and 8?

TEA Response: The federal GPRA/APR standards require this Texas project "Increase[s] the educational expectations and family knowledge of postsecondary options, preparation and financing". The primary federal measures examine if the grant provided information and workshops related to college options, preparation, financing and career success to all cohort students and parents. College awareness programming must be delivered to all students in Grades 7 and 8, and their parents. Locally, in the program requirements for grants to districts, the TEA established performance measures that include:

- Number of students receiving financial aid or financial literacy education
- Average student knowledge about financial aid, as evidenced by the student survey
- Benefits of pursuing postsecondary education, as evidenced by the student survey
- Number of student attending college tours
- Number of classroom presentations provided to students regarding course requirements, college awareness, or financial aid

Question: In the first year of implementation, district grantees were permitted to establish their own targets for these performance measures and these were negotiated with TEA to ensure rigor. Targets for numbers/averages in these college awareness targets are comparable across district grants.

We have a number of strategies to increase parent engagement in surveys, but we know that it’s sometimes difficult to get participation from this particular parent group. Are there strategies that the agency has used before to increase response rates among parents? Are there recommended strategies for engaging parents in GEAR UP programs?

TEA Response: The Annual Progress Report defines an adequate parent survey response rate at 50%. TEA, along with the state and national technical assistance providers on this grant will be working with districts/campuses to conduct needs assessments and identify local proven best strategies for engaging parents, however; the vendor should be prepared to assist in this process and contribute ideas regarding distribution and follow up as well to ensure adequate response rates.

Question: The federal funding requirements state: "GEAR UP also requires that districts implement a cohort model in which services are provided to all students in participating grade levels rather than to select groups of students." Do all students in the cohort participate?

TEA Response: Yes. All students in the cohort shall participate in GEAR UP services/activities.

- a. If all students in a cohort are not involved, is low income a criterion for participation? Is low income status the only criterion for participation? If not, how are students selected to participate?

TEA Response: All students in the cohort shall be involved. The low-income population of the campuses was criteria for selection for participation in this grant.

Question: Do you anticipate that it will be feasible to do an online survey of students and parents?

TEA Response: Multiple outreach methods will be essential to reach targeted response rates. These will include paper and online methods. Online or paper surveys with students can be delivered directly in schools and assure a high response rate. Surveys for parents may need to be emailed as an online tool, sent home with students, mailed home, or administered face-to-face at school events.

Question: Do you expect that surveys for students and parents will need to be translated into Spanish? Other languages?

TEA Response: Yes. Surveys will need to be translated into Spanish. No other language needs have been identified or will be expected under this contract.

Question: What month during the year can TEA make its yearly standardized test data available to the evaluator?

TEA Response: Traditionally TAKS data were final and available to an evaluator in June-July following the end of a school year. It is expected that the STAAR assessment data will be available in the same time frame for future administrations.

Question: On page 14, the RFP states: "The HUB subcontracting goal for this procurement is 23.6% minority and/or woman owned business participation." Is 23.6% minority and/or woman owned participation a requirement or a goal? If it is a goal, is there a minimum percentage participation for minority and/or woman owned participation?

TEA Response: There is no minimum percentage. Since subcontracting opportunities have been determined all respondents must submit the HSP with their response. Failure to submit the HSP will disqualify the proposal.

Subcontractor means a person who contracts with a prime contractor to work, to supply goods, or to contribute toward completing work for a governmental entity. Prime vendors must determine the portion of work they cannot complete with their own equipment, supplies, materials, and employees. For each subcontracting opportunity identified, the prime vendor demonstrates good faith effort to utilize Texas certified HUBs for its subcontracting opportunities by contacting a minimum of three (3) HUBs and must also contact minority organizations, providing no less than ten (10) business days for the HUBs to respond.

The Prime contractor selects subcontractors (HUB and nonHUBs) and must submit proof of their good faith efforts with the UB Subcontracting Plan (HSP) when they respond to the bid/proposal etc.

Question: Is this a cost reimbursement project? Or are we able to bill at fully loaded market-based rates that include a profit?

TEA Response: The contract is set up as a deliverables based fixed price contract. Under Public Law 111-117, the "Omnibus Appropriations Act, 2010", Title V-General Provisions, Sec. 506, the agency must disclose the dollar amount of the Federal funds for the project. Section 1.4 in the RFP indicates funds may not exceed \$250,000 per fiscal year which is 9/1 – 8/31 for state governmental entities.

Question: Will the evaluation contractor be expected to attend any national GEAR UP meetings, either for gathering information about evaluation requirements or making presentations about Texas GEAR UP evaluation findings?

TEA Response: TEA will not be requiring attendance or presentation at the national GEAR UP conferences.

**Texas Education Agency
RFP 701-13-009
Evaluation of GEAR UP Grant
Addendum #4**

Question: It appears that course completion data is available in PEIMS. However, the RFP suggests that course data may be difficult to get from comparison schools. Can you clarify what course data is available from PEIMS versus what would have to be requested from schools?

TEA Response: Those schools receiving the GEAR UP grant are required to participate in the evaluation activities as a condition of receiving the grant. This includes providing data via other data collection methods that cannot be obtained through a TEA data source. Note that some of these additional data elements for GEAR UP grantee schools/students will eventually be available via the database used to house the data necessary to complete the APR. Non-GEAR UP schools/students chosen as a comparison school/student cannot be required to participate in the evaluation and therefore any data that are not available through a TEA data source for these schools/students would have to be supplied voluntarily by the school. This includes any data not available through a TEA data source or collected through an instrument created for the evaluation such as a survey etc. For further information regarding course specific data, it is suggested that potential vendors review the course data available through our PEIMS database through the following links:

[2012-2013 PEIMS data Standards](#)

[General PEIMS Link](#)

Question: Do schools collect and maintain data on individual student college application, acceptance, and entry?

TEA Response: The GEAR UP 2012 grant is expected to be in operation from 2012 – 2019. This timeline allows us to work with a student cohort from seventh grade through the close of their first year post graduation. The grant activities are executed through a network of staff and partners which includes the campus, district, implementation institute, THECB and TEA. Data on individual postsecondary outcomes will be managed through a combination of these resources. Explicitly, schools and the implementation institute will have a formal role in tracking and supporting students in that first year post graduation and will report data. Please note: this RFP and resulting contract covers the period through 2015. Formal processes for data collection and reporting on postsecondary outcomes will be developed at a later date in the overall 2012-2019 timeline.

Question: Do schools track post-secondary data such persistence and performance in college? If not, does some other entity? To the extent that this data is available anywhere, is it organized by unique student ID, or by SS#? (We understand that SS# will not be usable for this evaluation.) Will schools collect and make available to the evaluator college acceptance and enrollment data?

TEA Response: Participating schools, district, the implementation institute and partnership with the THECB will be utilized to track enrollment, persistence and success in student post-secondary activities. This data will be made available to the evaluator, but it will likely be organized and de-identified prior to release. Please note: this RFP and resulting contract covers the period through 2015. Formal processes for data collection and reporting on postsecondary outcomes will be developed at a later date in the overall 2012-2019 timeline.

Question: Will districts and schools be expected to implement GEAR UP using the same strategies or do you anticipate significant variation between implementation at each? That is, what is the level of autonomy within each district with respect to implementation decisions?

TEA Response: The structure of the TEA grants to districts allow for some variation in strategies/implementation at each campus. The TEA state GEAR UP grant provides some strategies that will be consistent across all campuses. These include: advanced academics packages and associated professional development for educators, project-based learning and associated professional development, family financial literacy and

associated professional development, college access mentors, and college awareness digital media/curricular tools. In addition to these grant-wide strategies, individual districts add strategies that are aligned to a local needs assessment and leverage existing local assets/initiatives.

Question: Section 3.6 on Page 16 of the RFP asks private companies to submit their most recent audited financial statement. Do these audited financial statement count toward the 30 page limit, or can they be submitted in the Appendices?

TEA Response: The financial statements do not count towards the 30 page limit and should be submitted as an Appendix.

Question: Section 3.4 asks the vendor to submit a task activity plan, while 3.5 asks the vendor to submit a Schedule of Task Completion (Attachment B). Can the Schedule of Task Completion (Attachment B) serve as the task activity plan, and does Attachment B count toward the 30 page limit?

TEA Response: The task activity plan requested in Section 3.4 should outline the tasks which will be undertaken, and it should include timelines with beginning and ending dates for each major tasks as well as the names of the person(s) responsible for each task. Attachment B is an example of a format that can be used if the vendor does not have a preferred format to complete the task activity plan. The cost proposal requested in Section 3.5 should detail the costs necessary to accomplish the project objectives as well as the tasks outlined in the task activity plan. It is recommended that vendors complete Attachment A and then break down costs across major tasks/years in Attachment B, however, the attachments represent suggested formats only for this required information. These attachments do not count towards the 30 page limit.