



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

**REQUEST FOR QUALIFICATIONS (RFQ)**

**RFQ # 701-14-039**

**Texas Literacy Initiative Evaluation**

Authorized by 2010 Consolidated Appropriations Act, Public Law 111-117, Title I Elementary and Secondary Education Act, Part E, Section 1502; CFDA 84.371C

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

Thursday June 5, 2014 - 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/>.

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 and Agency Services Division 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.

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

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

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# REQUEST FOR QUALIFICATIONS

## Texas Literacy Initiative Evaluation

### SECTION ONE INTRODUCTION AND PURPOSE

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

It is the intent of the Texas Education Agency (TEA) to solicit proposals for an evaluation to examine the implementation of the [Texas State Literacy Plan](#) (TSLP) and outcomes, as well as the relationship between implementation and outcomes within participating and non-participating Local Education Agencies (LEAs) in Texas. This evaluation examines literacy achievement of students from age 0 through grade 12 enrolled in participating sites/campuses within districts awarded a grant through the Texas Literacy Initiative ([TLI](#)). The selected Proposer will provide the TEA with deliverables specified in Section 1.5 of this RFQ as agreed upon under any contract(s) resulting from this RFQ.

Eligible Proposers are nonprofit organizations, institutions of higher education, private companies, regional education service centers, education research centers, and individuals with extensive experience conducting education program evaluations. Proposals should include detailed research design and preliminary analysis plans covering the entire evaluation period.

#### 1.2 BACKGROUND INFORMATION

In September 2011, Texas was one of six states awarded a five-year Striving Readers Comprehensive Literacy Grant ([SRCL](#)) from the United States Department of Education. The purpose of this grant is to improve school readiness and success in the areas of language and literacy for disadvantaged students in targeted school districts and their associated early childhood education (ECE) providers who formed *Literacy Lines* to implement the TSLP. Each Literacy Line includes children age 0 through Grade 12 and is discussed further in this section.

The TSLP is organized into a framework of six essential components: **Leadership, Assessment, Standards-based Instruction, Effective Instructional Framework, Reporting and Accountability, and Sustainability (LASERS)**. Increasing capacity at the state, district, site/campus, and classroom levels in these six areas is necessary to ensure the success of the next generation of college- and career-ready students in Texas.

The goal of the TLI is to ensure that every Texas child is strategically prepared for the literacy demands of college and/or career by high school graduation. This will be accomplished through the implementation of the TSLP. To achieve this goal, the plan centers on the creation of a comprehensive, aligned literacy plan, the integration and alignment of early language and pre-literacy skills for age 0 to school entry and, on reading and writing instruction, for students in grades K-12. Integration and alignment is supported by aligned TSLP Action Steps across the three age/grade levels (PK, K-2, 3-12).

The ability of the TLI to impact literacy achievement is defined by the following objectives set in accordance with Grant Performance and Results Act of 1993 (GPRA) requirements:

- Increase the oral language and pre-literacy skills of participating preschool children.
- Improve the performance of participating K-2 students on early reading assessments.
- Increase the percentage of participating students who meet or exceed proficiency on the state English language arts assessments in grades 3 through 12.
- Increase the use of data and data analysis to inform all decision-making in participating LEAs, campuses, classrooms, and early learning settings.
- Increase the implementation of effective literacy instruction through *Literacy Lines*.

A *Literacy Line* is a vertical collaborative among feeder-pattern campuses within a Local Education Agency (LEA) or among partnering LEAs (including prekindergarten, elementary, middle, and high schools) and their associated ECE providers (which may include community-based non-profit childcare and healthcare providers, librarians, and prekindergarten teachers). Each *Literacy Line*, addresses the entire age 0 to grade 12 learning continuum. Thirty-one grantees (31 LEAs) were selected to receive a TLI grant for 2011-2014. Each of these thirty-one grantees defined a *Literacy Line* composed of feeder patterns of campuses and their early childhood partners who serve the age 0- to school-entry population. Within the thirty grantees, there are approximately 365 sites/campuses (including ECE providers), and 220,897 students.

Local Education Agency Grant Funding Periods

YEAR 1	March 8, 2012 - December 31, 2013
YEAR 2	July 1, 2013 - December 31, 2014
YEAR 3	January 1, 2014 - December 31, 2015
YEAR 4	January 1, 2015 (TBD) - December 31, 2015 (TBD)
YEAR 5	January 1, 2016 – September 30, 2016

**1.3 CONTRACT TERM/OPTION TO EXTEND**

The term of any contract resulting from this RFQ shall be from contract award until December 31, 2014, initial period. TEA, at its own discretion, may extend any contract awarded pursuant to this RFQ for up to three years, or until project end date whichever comes last, under the same or different terms subject to appropriation of SRCL funds by the U.S. Department of Education (USDE).

**1.4 BUDGET**

One contract will be awarded as a result of this RFQ. In accordance with the “Omnibus Appropriations Act, 2010”, the total funds available for this project is \$150,000.00 and is 100% funded with federal funds. There is no amount of nonfederal funds. Upon TEA approval, the contract may be extended annually and the contract amount will be negotiated based on number of months, services requested, and federal dollars available and approved for this internal evaluation. Anticipated project end date is September 30, 2016, unless an extension or waiver is granted. Offers must include a detailed budget in accordance with the requirements of Section 3.5 of this Request for Qualifications (See Attachment E for sample format). In completing the cost proposal, Proposers must 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. Proposals must include a detailed budget in accordance with the requirements of Section 3.5 of this Request for Qualifications.

**1.5 PROJECT DESCRIPTION AND REQUIREMENTS**

The overarching goal of the TLI is to ensure that every Texas child is strategically prepared for the literacy demands of college and/or career by high school graduation by centering on the integration and alignment of early language and pre-literacy skills for age 0 to school entry and on reading and writing instruction for students in grades K-12.

The intent of the statewide evaluation of the TLI is to determine the impact of the TSLP upon the objectives set by the TEA and to recommend practices that would allow project implementers to make adjustments to their *Data-informed Instructional Plan* (DIP) (called the *Language and Pre-literacy Development Plan* (LPDP) for age 0 to school entry) to better achieve their LEA’s goals and to improve student literacy performance. Furthermore, the evaluation shall assist the TEA in reporting to the USDE the extent of progress the TEA has made toward meeting the objectives in its approved application. This includes the review of the TEA’s progress in meeting the targets and projected outcomes in its approved application, and whether the TEA has expended funds in a manner that is consistent with its approved application and budget.

The objectives of the statewide evaluation of TSLP are to address the following Indicators:

- (a) Demonstration of progress in the implementation of the TSLP; Progress may include plan development, updating the original plan, plan implementation and continuous plan improvement.**

***Indicator 1.0: State Literacy Plan Progress***

1. Ensure LEA activities aligned with the TSLP.

Research questions for *Indicator 1.0* include, but are not limited to, the following:

1. How do LEAs align activities with the TSLP?
2. How do LEAs prioritize Action Steps in the TSLP to have greatest impact on student achievement?
3. How do LEAs use the DIPs/LPDPs in improving student literacy achievement?

- (b) Demonstration of increased alignment of Federal and State funds and programs to support a coherent approach to funding and implementing effective literacy instruction for disadvantaged students.**

***Indicator 2.0: Federal and State Program Alignment***

1. Reports show alignment of Federal and State funds and programs within the state and LEAs in the state.
2. As appropriate, Federal and State program alignment supports a coherent approach to funding and implementing effective literacy instruction (as defined in this application) for disadvantaged students under Head Start, the Individuals with Disabilities Education Act (IDEA) and the Carl D. Perkins Career and Technical Education Act of 2006 (CTEA).

Research questions for *Indicator 2.0* include, but are not limited to, the following:

1. How does the TEA align Federal and State funds and programs to support the TSLP?
2. How do LEAs align Federal and State funds and programs to support their comprehensive literacy plan?
3. Does Federal and State program alignment support a coherent approach to funding and implementing effective literacy instruction for each of the following:
  - a. Disadvantaged students under Head Start;
  - b. The Individuals with Disabilities Education Act (IDEA); and
  - c. The Carl D. Perkins Career and Technical Education Act of 2006 (CTEA)?

- (c) Demonstration that Texas has provided high-quality technical assistance (TA) to LEAs and implemented a rigorous monitoring process to ensure that grantee funds are used to support effective literacy instruction.**

***Indicator 3.0: Technical Assistance***

1. LEAs receive high-quality TA from State.
2. State monitors LEAs to inform continuous improvement in program implementation and outcomes.

Research questions for *Indicator 3.0* include, but are not limited to, the following:

1. How does the state determine TA for each LEA?
2. What resources does the state use to ensure high-quality TA?
3. How does the state ensure that LEA funds are used to support effective literacy instruction?

- (d) Demonstration that the TEA collects, analyzes, and uses high quality and timely data, especially on program participant outcomes, to improve instructional practices, policies, and student outcomes in *Literacy Lines*.**

***Indicator 4.0: Data-Driven Decision Making***

1. How the TEA shows the use of accurate, timely, relevant, and appropriate data to improve instructional practices, policies, and student outcomes by demonstrating how key stakeholders utilize the data for program improvements.

Research questions for *Indicator 4.0* include, but are not limited to, the following:

1. How does the state collect, analyze and use high-quality data?
2. What data is used to inform state-level support, which includes, but is not limited to PD, site level support and online course facilitation?
3. How does the state use Beginning of Year (BOY), Middle of Year (MOY), End of Year (EOY) (when applicable) and outcome data to improve instruction?
4. How does the state support the LEAs development and use of the DIPs/LPDPs for program improvement?

- (e) Demonstration of improvement on the program performance measures (GPRA) as set out in Performance Measures to the extent such data is available.**

***Indicator 5.0: GPRA Measures***

1. Percentage of participating 4-year-old children who achieve significant gains in oral language skills.
2. Percentage of participating fifth grade students who meet or exceed proficiency on State English language arts assessment.
3. Percentage of participating eighth grade students who met or exceed proficiency on State English language arts assessment.
4. Percentage of participating high school students who meet or exceed proficiency on State English language arts assessment.

- (f) Demonstrate improvement on the program performance measures defined by the TEA to the extent such data is available. Additionally, this evaluation will analyze the impact of specific TSLP implementation components (e.g., DIP/LPDP, on-line course, data meetings) upon literacy performance.**

1. Percentage of participating kindergarten – second grade students who meet or exceed proficiency on the approved Commissioner’s List of Reading Instruments for English/Spanish language arts assessment.
2. Percentage of participating third, fourth, sixth, and seventh grade students who meet or exceed proficiency on State English language arts assessment.

- (g) Demonstrate increased use of data and data analysis to inform all decision-making in participating LEAs, campuses, classrooms, and early learning settings.**

- (h) Demonstrate increased implementation of effective literacy instruction through *Literacy Lines*.**

Research questions for *Indicator 5.0* include, but are not limited to, the following:

1. Has participation in the Texas State Literacy Initiative increased the oral language and pre-literacy skills of participating four-year-olds?

- a. How do results vary by student subpopulations (economically disadvantaged, LEP and students with learning disabilities)?
  - b. What growth, if any, is shown over time based on prior student achievement and post-implementation achievement?
2. Has participation in the Texas State Literacy Initiative improved the performance of participating K-2 students on early reading assessments?
  - a. How do results vary by student subpopulations (economically disadvantaged, LEP and students with learning disabilities)?
  - b. What growth, if any, is shown over time based on pre-and post-implementation assessments?
3. Has participation in the Texas State Literacy Initiative improved the performance of participating grade 3-high school students on State English Language assessments?
  - a. How do results vary by student subpopulations (economically disadvantaged, LEP and students with learning disabilities)?
  - b. What growth, if any, is shown over time based on pre-and post-implementation assessments?
4. Is participation in the Texas State Literacy Initiative closing the student literacy achievement gap in four-year-olds, 5<sup>th</sup> graders, 8<sup>th</sup> graders, and high school students between:
  - a. Economically disadvantaged students and all other students?
  - b. Students with limited English proficiency and those proficient in English?
  - c. Students with learning disabilities and those without?
  - d. All disadvantaged students (composite of economically disadvantaged, LEP and students with learning disabilities)?
5. Is there correlation between level of implementation (as addressed in Implementation Maps) and the outcome data?

See Attachment K, *TEXAS LITERACY INITIATIVE GOALS, MEASUREMENT, AND FREQUENCY 2012-2014* chart.

Grantees are expected to be awarded the grant for the full term of the contract period, however if a LEA does not demonstrate improvement, the grantee may receive reduced funding or no longer be funded. Additional LEAs may be funded during this grant life cycle. Additional sites/campuses from within funded LEAs were included during school year 2013-2014. New sites/campuses are not anticipated for the remainder of the grant, but are subject to change with TEA's approval.

The evaluation analysis should include multiple perspectives of students. The first is a longitudinal study tracking the same students over the length of the grant (cohort 1). The second study should include new grade-level students each year of the grant (cohort 2). Outcomes and characteristics of these students should be compared to the grant's Year 1 group of children/students at the same age/grade level over the length of the grant, for example, compare Year 1 first graders to Year 2 through Year 4 first graders. The third study, dependent upon funding, compares the students participating in the literacy line during the initial year of the grant to those participants that were added later (cohort 3). For all cohorts, analyses will be conducted at the grantee level by grade level (four-year-olds and kindergarten – grade 12) and student subpopulations (economically disadvantaged status, Limited English Proficient (LEP) status, and students with disabilities), and aggregated to include all participating grantees.

All three studies should also compare literacy achievement of grantees' students in grades three through twelve to literacy achievement of students in corresponding grade levels in all Texas public schools and in eligible schools not selected for grant participation. Finally, the evaluation may include a comparison between results reported to the USDE by Texas to those reported by the other five states in the SRCL grant.



Proposals must clearly indicate how all evaluation objectives will be addressed for the entire potential project period. Tasks and costs that occur through the initial funding period must be separate from those that will occur during the optional funding period. The evaluation requires the development of the evaluation plan and the logic model.

The evaluation is not limited to the specified objectives, and the Proposer may choose to address additional areas that, in its professional opinion, should be included for an effective evaluation. Respondents' proposals are expected to include the method and manner in which they propose to accomplish each objective. A detailed description including quantitative, qualitative and expert review methods and preliminary analysis plans (e.g., rigorous data/statistical analyses, surveys, 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 questions, methods, and analysis plans.

Proposers are expected to propose methodology and analysis that they deem necessary to effectively answer the evaluation objectives. Proposals will be scored on the evaluation plan and feasibility of activities for the entire project period.

### 1.5.1 FEDERAL PERFORMANCE

**SRCL is subject to the Government Performance and Results Act (GPRA).** The GPRA requires each agency and program to set targets for its performance; measure progress toward those targets; report on whether or not the targets have been met; and describe future strategies for continued striving toward those targets. This process is designed to improve program management, and to help Congress, the United States Department of Education (USDE), the Office of Management and Budget (OMB), and others review a program's progress toward its goals.

The USDE has established the following Government Performance and Results Act of 1993 (GPRA) performance measures for the Striving Readers Comprehensive Literacy grant program:

1. The percentage of participating four-year-old children who achieve significant gains in oral language skills.
2. The percentage of participating 5th-grade students who meet or exceed proficiency on State English language arts assessments under section 1111(b)(3) of the ESEA.
3. The percentage of participating 8th-grade students who meet or exceed proficiency on State English language arts assessments under section 1111(b)(3) of the ESEA.
4. The percentage of participating high school students who meet or exceed proficiency on State English language arts assessments under section 1111(b)(3) of the ESEA.

#### Alternative Measures

1. All States are required to report on Performance Measure 1 above. States have the option of either reporting on Performance Measures 2, 3, and 4 above, or reporting on the following growth measures:
  - a. The percentage of participating 5th-grade students who meet or exceed proficiency on State English language arts assessments under section 1111(b)(3) of the ESEA, including those students who demonstrate adequate growth under the State's Department-approved growth model and are counted as meeting or exceeding proficiency for purposes of accountability determinations.
  - b. The percentage of participating 8th-grade students who meet or exceed proficiency on State English/language arts assessments under section 1111(b)(3) of the ESEA, including those students who demonstrate adequate growth under the State's Department-approved growth model and are counted as meeting or exceeding proficiency for purposes of accountability determinations.

- c. The percentage of participating high school students who meet or exceed proficiency on the State English language arts assessments under section 1111(b)(3) of the ESEA, including those students who demonstrate adequate growth under the State's Department-approved growth model and are counted as meeting or exceeding proficiency for purposes of accountability determinations.

All of the performance measures described in this section will include data disaggregated for economically disadvantaged students, limited-English-proficient students and students with disabilities, then aggregated to include these three subpopulations as total disadvantaged.

These measures described in this section constitute the USDE's indicators of success for this program. Consequently, we advise an applicant for a grant under this program to give careful consideration to these measures in conceptualizing the approach and evaluation for its proposed project. Each grantee will be required to provide, in its annual performance and final reports, data about its progress in meeting these measures. Data required for federal reporting are collected and must be incorporated into the Proposer's impact analysis for their reporting.

### **1.5.2 AVAILABLE DATA**

The selected Proposer will have access to all non-confidential site/campus, district- and state-level data collected and maintained by TEA as needed to complete the evaluation. TEA will provide the "Access to Confidential Information: TEA Agent Agreement" form (see Attachment H) 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 site/campus- district-, and student-level data. In order to answer some research questions, the selected evaluator may need to manipulate/analyze TEA-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 Contractor. 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 J).

Proposers should be aware that beginning in the 2011-12 school year, TEA began using the next generation of student assessment tests (replacing Texas Assessment of Knowledge and Skills (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 that will be provided by TEA. Proposers should also note that beginning in the 2013-14 school year, STAAR Reading End-of-Course and Writing End-of-Course assessments were combined into one STAAR Reading and Writing End-of-Course.

A table outlining examples of when TEA data is typically available is attached (see Attachment I). The following websites may be useful resources to proposers for identifying the types of data currently collected by TEA.

Public Education Information Management System (PEIMS):

<http://www.tea.state.tx.us/peims/>

State of Texas Assessment of Academic Readiness (STAAR):

<http://www.tea.state.tx.us/student.assessment/staar/>

Texas Assessment of Knowledge and Skills (TAKS):

<http://www.tea.state.tx.us/student.assessment/taks/>

STAAR Bridging Study:

<http://www.tea.state.tx.us/index2.aspx?id=2147507511>

Texas PK-16 Public Education Information Resource:

[www.texaseducationinfo.org/tea.tpeir.web/](http://www.texaseducationinfo.org/tea.tpeir.web/)

Texas English Language Proficiency Assessment System (TELPAS):

<http://www.tea.state.tx.us/student.assessment/ell/telpas/>

Texas Education Directory (AskTED):

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

Data that will be collected or provided include student diagnostic/assessment scores beginning with the 2011-12 school year for:

1. Four-year-olds;
  - a. The evaluation for prekindergarten after the 2011-12 school year will utilize data for two testing periods—beginning of year (BOY) and end of year (EOY).
  - b. A spreadsheet provided by the USDE is used for collecting these data.
  - c. For the 2011-2012 school year there were no standard assessment instruments for PK. Beginning 2012-2013 the assessment instruments used for PK were required to be on the annual [Commissioner's List of Reading Instruments](#). With the exception of two districts, all pre-kindergartens used CPALLS for 2012-2013, although some sites did not use CPALLS at BOY.
2. Kindergarten – Grade 2;
  - a. Students are assessed at BOY, Middle-of-Year (MOY) and EOY, although it is expected that only the EOY scores will be collected.
  - b. These data are available upon request from the LEA.
  - c. K – 2 students are assessed using an early reading assessment instrument on the Commissioner's List of Reading Instruments. Participating LEAs used TPRI, Tejas LEE, iStation, or Renaissance STAR in 2012-2013.
3. Grades 3 – 8 in reading and writing using the STAAR assessment collected by the State once each year;
4. Grades 9 – 12 in English Language Arts;
  - a. STAAR End-of-Course (EOC) assessments are being phased in.
    - i. 2012 – 2013
      1. Grade 9 – EOC required
      2. Grades 10-11 – TAKS required
    - ii. 2013 – 2014
      1. Grades 9-10 – EOC required
      2. Grades 11 – TAKS required
    - iii. 2014 – 2015
      1. Grades 9-11 – EOC for the new reading/writing assessment required.

Note that the assessment instruments on the *Commissioner's List of Reading Instruments* may change and that the districts use the same instrument for the entire school year, but they are not required to use the same instrument each year.

Additional available data sources include the LEA's Implementation Maps, Activity Reports, educator participation in Project Share online courses, descriptions of technical assistance received by the grantees, descriptions and attendance of professional development opportunities (including professional development conducted prior to this evaluation), the LEA's DIPs/LPDPs, and rosters and notes for the data meetings as determined by the collection of sign-in sheets, agendas and/or calendars, and data artifacts such as data walls, data-informed instructional grouping plans, schedules, surveys, etc. The Proposer may include a recommendation of data required for this evaluation and propose methods for collecting recommended data.

### **1.5.3 NEW DATA COLLECTION**

All instruments (e.g., interview protocols, surveys, etc) developed by the selected Proposer 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 is not already being collected by TEA. The selected Proposer may need to submit additional documentation to a state district/site/campus based on local policy prior to collecting any data within this district/site/campus. 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 have been destroyed (see Attachment J).

## 1.6 PROJECT DELIVERABLES

TEA requires the following deliverables:

1. A comprehensive research report detailing the findings to be delivered to the TEA no later than December 1, 2014, for review by the TEA. At a minimum, this report shall address the research objectives specified in Section 1.5 and include the following:
  - a. An analysis of pre/post TSLP implementation;
  - b. An analysis of pre/post student achievement;
  - c. Other factors deemed, by the evaluator's professional opinion to impact the literacy achievement of participating students;
  - d. Recommendations of how to show growth K – 2;
  - e. Recommendations of ranking LEAs progress in consideration of future funding;
  - f. Descriptive analysis of the impact of state/districts supports, including recommendations for on-going support;
  - g. Determination of highlighted practices proven successful for continued growth toward objectives at each age/grade level based on results of evaluation; and
  - h. Recommendations for continuation and expansion of increased student literacy achievement.
2. An executive summary of the evaluation highlighting major findings and lessons learned.

The Contractor will provide assistance to the TEA for any required SRCL reporting. The TEA currently reports quarterly and annually to the USDE.

TEA engages in extensive review of all documents that are to be published. The Proposer 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 will be subject to review by and feedback from the TEA due no later than ten 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 appendices for researchers. It is anticipated that the main body of the comprehensive research report will consist of a maximum of one hundred pages, not including appendices. In general, all written reports must follow the American Psychological Associations (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 is web accessible.

Other project deliverables include the following:

1. Bi-monthly progress reports due by the 15th day of the month following the two-month period outlining the major activities accomplished during the reporting period and highlights of issues needing attention or discussion;
2. Final, approved versions of all survey instruments or data collection instruments used for the study, if applicable;
3. De-identified transcripts of any audio or video recordings used for the study, if applicable;
4. All detailed grant activity data collected through the secure environment, if applicable;

5. All data collected and 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;
7. Ongoing copies of analyses code and output as requested by TEA;
8. Six (6) perfect-bound, double-sided copies of reports including all appendices and referencing how to access the report and appendices on-line;
9. An electronic copy of the comprehensive report 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 the comprehensive report; 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 Proposer 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 Proposer will destroy the recordings themselves, maintaining only written records. Upon completion of the contract period, crosswalks will also be destroyed. The Proposer will provide a certification to TEA that all data have been destroyed at the end of the contract period (see Attachment J). 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 Proposer to work closely with the appropriate TEA Staff on this program evaluation. The TEA Contract Project Manager, Program Staff, and/or TLI leadership 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 bi-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 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:

**Thursday, June 5, 2014 - 2:00 P.M., Central Time (CT)**

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

Facsimile transmissions (FAX) of proposals will not be accepted under any circumstances. Proposers must sign the "Execution of Offer, Affirmation of Terms and Conditions, and Proposal Preferences" instrument (Attachment B). By signing, the Proposer or the Proposer's legally authorized agent affirms that the all statements within the proposal are true and correct. Discovery of any false statement in the proposal is a material breach and shall void the submitted proposal or any resulting contracts and Proposer shall also be removed from all Vendor lists maintained by the state of Texas.

#### 2.1.1 Receipt of Proposals

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

#### 2.1.2 Purchasing, Contracts and Agency Services (PCAS)

TEA's PCAS is open Monday through Friday, 8:00 A.M. to 5:00 P.M., excluding holidays. PCAS is located on the 2nd floor of the William B. Travis Bldg, 1701 N. Congress (at 17<sup>th</sup> St. and N. Congress, two blocks north of the Capitol), 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. The mailing address is:

Purchasing, Contracts and Agency Services Division, Room 2-125  
Texas Education Agency  
William B. Travis Building  
1701 North Congress Avenue  
Austin, Texas 78701-1494

### 2.1.3 Number of Copies of Proposal

Six (6) copies of the proposal must be submitted. The required number of copies of the proposal must be received in the TEA Purchasing, Contracts and Agency Services Division by 2:00 P.M. on the established deadline date. Failure to meet this condition shall result in disqualification of the proposal and the proposal shall receive no further consideration. Photocopying is not available at TEA.

Additions or replacements to the proposal will not be accepted after the closing date for receiving the proposal in the Purchasing, Contracts and Agency Services 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 A) by May 20, 2014, to the TEA Purchasing, Contracts and Agency Services Division via email [TEAContracts@tea.state.tx.us](mailto:TEAContracts@tea.state.tx.us) or by FAX (512) 475-1706. Failure to notify the Agency of the intent to submit a proposal will not disqualify the Proposer from submitting a proposal.

## 2.2 EXPECTED SEQUENCE OF EVENTS/CRITICAL DATES

DATE	EVENT
Friday May 16, 2014	Publication of Request for Qualifications in the Electronic State Business Daily at <a href="http://esbd.cpa.state.tx.us/">http://esbd.cpa.state.tx.us/</a>
Tuesday, May 20, 2014	Notice of Intent to submit a proposal is due in the TEA Purchasing, Contracts and Agency Services Division by the specified date & time
Wednesday, May 28, 2014	Last day to submit written questions about the RFQ to TEA, no later than 2:00 P.M., CT
Thursday, June 5, 2014	Proposal is due in the PCAS Division, 2:00 P.M., CT
June 5 – 30, 2014	Evaluation process, oral presentations, selection of Contractor
Tuesday, July 1, 2014	Beginning date of contract and commencement of work
Wednesday, December 31, 2014	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 Qualifications may contact:

Debra Rosas

[TEAContracts@tea.state.tx.us](mailto:TEAContracts@tea.state.tx.us)

*(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 Qualifications 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 Qualifications at the Electronic State Business Daily (ESBD) at <http://esbd.cpa.state.tx.us/> and the TEA website. The addendum will be updated as needed on a weekly basis while the RFQ 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 RFQ. **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 RFQ. Upon publication of this RFQ, besides written inquiries as described above, employees and representatives of TEA will not answer questions or otherwise discuss the contents of the RFQ with any potential Vendor or their representatives. If a potential, Vendor fails to observe this restriction, that Vendor's response to this RFQ may be disqualified. This restriction does not preclude discussions for the purpose of conducting business unrelated to this RFQ.

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

## **2.4 STANDARD PROPOSAL REQUIREMENTS**

- A. Proposals that address only part of the requirements contained in this Request for Qualifications may be considered non-responsive.
- B. Texas Education Agency reserves the right to reject any and all proposals and to negotiate portions thereof including the submitted cost proposals/budget.
- C. Texas Education Agency reserves the right to select the proposal based on the best value to the state of Texas and the Agency. The Proposer shall furnish additional information that the evaluation team may require in order to complete the evaluation of the proposals submitted. Failure to provide the requested material or information may disqualify the proposal.
- D. The Proposer must work with the Agency staff to clarify the design of the materials, project design, project activities, and/or other products, and modify these items if necessary.

## **2.5 STATE NOT RESPONSIBLE FOR PREPARATION COSTS**

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

## **2.6 DISCLOSURE OF PROPOSAL CONTENT**

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

## **2.7 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PLAN**

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

**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 C).

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

- 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 **24.6%** minority and/or woman-owned business participation. In the event proposals have equal scores, the proposal with the highest percentage of HUB subcontracting will be awarded the contract.

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) for each billing cycle in which a payment was made to any subcontractor during the term of a contract. Contractors are encouraged to collaborate with TEA to develop mentor protégé opportunities. Under TAC Title 34, §20.14, a Proposer's participation in a Mentor Protégé Program under TGC §2161.065, and the submission of a protégé as a subcontractor in the HUB subcontracting plan constitutes a good faith effort for the particular area to be subcontracted with the protégé.

Proposals that are required to submit a HSP and fail to submit the HSP will be rejected for non-compliance 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 15<sup>th</sup> 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's Centralized Master Bidders List (CMBL) / HUB Directory (make sure to check both "HUBs not on the CMBL" and "HUBs on the CMBL")

1. Open <http://www2.cpa.state.tx.us/cmb/cmbhub.html>
2. Search: ☉ HUBs on CMBL & HUBs not on the CMBL
3. Selection 1:

Class Code: #924 [Educational / Training Services]

Item: #05 [Advisory Services, Educational]

Item: #19 [Educational Research Services]

To see the items associated *with any particular class, click on the Class number in the Commodity Book at:* [http://www.window.state.tx.us/procurement/com\\_book/index.html](http://www.window.state.tx.us/procurement/com_book/index.html)

4. Click **Submit Search**

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

### **2.8 CONFLICT OF INTEREST**

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 RFQ 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 RFQ and in the contract that in the performance of services under the contract, (1) Proposer does not have and will not have any actual, perceived 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 written entirely on 8 ½" X 11" white paper. Proposals should be stapled in the top left corner or if bound may be bound in no more than a 3-ring binder. Proposals must be submitted in a manner which does not carry any benefit, keepsake, or value for members of the review panel.

#### 3.1.1 Proposal Cover Page

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

#### 3.1.2 Response Checklist

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

<input type="checkbox"/>	RFQ Cover Sheet	Sec. 3.1.1/Attachment D
<input type="checkbox"/>	Understanding of the Project and Methodology	Sec. 3.2
<input type="checkbox"/>	Management Plan	Sec. 3.3
<input type="checkbox"/>	Task Activity Plan	Sec. 3.4/Attachment F
<input type="checkbox"/>	Analysis Plan Matrix	Attachment G
<input type="checkbox"/>	Access to Confidential Information	Attachment H
<input type="checkbox"/>	Cost Proposal	Sec. 3.5/Attachment E
<input type="checkbox"/>	Proposer's Financial Responsibility	Sec. 3.6
<input type="checkbox"/>	Signed Execution of Offer, Affirmation of Terms and Conditions, and Proposal Preferences	Attachment B
<input type="checkbox"/>	HUB Subcontracting Plan (HSP)	Attachment C

### 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 RFQ.

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 Qualifications. 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 RFQ 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
- Evidence that the Proposer has experience through working on similar projects
- Three (3) current references to include the name of the Agency or entities, the nature of the project, 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/entity must be provided. 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.

- Name of the Proposer's Project Manager 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. Proposers must also identify the next level of authority within the organization to escalate issues throughout the term of the contract. The information will be required during the contract kick-off meeting. (Resumes of all project staff members shall be submitted as an appendix.) If the resumes include references, the references will not be considered in the review.

### **3.4 TASK ACTIVITY PLAN**

Proposer must plan for a project starting date of no earlier than June 2, 2014, and an ending date of no later than December 31, 2014 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**

The Proposer must submit a budget detailing costs necessary to accomplish the project objectives and activities outlined in the task activity plan, Attachment F, Schedule of Task Completion. It is recommended that budget detail be submitted in Excel compatible or Excel format.

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 F) which ensures completion of tasks and the delivery of products by specified dates. Payment will be made upon satisfactory performance of services, fixed cost per task, 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.

## 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 for oral presentation of proposals. 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 senior executive agency staff 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/>. Additional copies of proposals **not selected for funding** will be destroyed in accordance with the agency approved records retention policy.

### 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 Qualifications. 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. Following are the criteria and the total number of points of each portion of the RFQ 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 Management Component 1. Experience of organization in managing education-related research and evaluation projects of similar scope (10) 2. Personnel qualifications, including appropriate combination of programmatic, research/evaluation, and technical skill sets and experience (10)	20
C. Quality of Task/Activity Plan 1. Logical and appropriate time frames for completing project objectives (10) 2. Activities are of sufficient scope and detail to provide evidence of satisfactory delivery of services and products (15)	25
D. Cost-Effectiveness and Appropriateness of Financial Resources Dedicated to Project 1. Costs are appropriately aligned with major program objectives (8) 2. Costs associated with specific activities and tasks are reasonable for the work proposed (7)	15
<b>TOTAL</b>	<b>100 points</b>

#### 4.2.1 Preference(s)

The Agency shall also give preference, among proposals that are otherwise comparable, to a proposal submitted by a Texas Resident Bidder (TX based company) and / or a HUB. In the event of a tie, the Proposer with the highest percentage of HUB subcontracting will be awarded the contract.

## **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, deliverables received, inspected, tested and approved 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.

**NOTICE OF INTENT TO SUBMIT A PROPOSAL**

**RFQ # 701-14-039**

**Texas Literacy Initiative Evaluation**

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

Name of Organization:	
Mailing Address:	
Contact Person:	
E-Mail:	
Phone Number:	
FAX:	

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

**PLEASE SUBMIT THIS NOTICE BY E-MAIL OR FAX AS SOON AS POSSIBLE AFTER RECEIPT OF THE RFQ, BUT NOT LATER THAN, MAY 20, 2014 TO:**

[TEAContracts@tea.state.tx.us](mailto:TEAContracts@tea.state.tx.us)

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

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

## A. As used in these General Provisions:

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

**B. Contingency:** The Contract(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:**Acts or Omissions

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

Infringements

- 1) Contractor shall indemnify and hold harmless the State of Texas and the Texas Education Agency, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. CONTRACTOR AND TEA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.



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

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

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

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.

- 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 Qualifications 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 Qualifications, 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 and the Right to Audit:** Contractor shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Contractor in connection with the Contract Project. These records and accounts shall be retained by Contractor and made available for programmatic or financial audit by TEA and by others authorized by law or regulation to make such an audit for a period of not less than 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.

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

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

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

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

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

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

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

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

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

Suspension

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

Sanctions

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

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

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

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

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

Access to Internal TEA Network and Systems

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

#### Disclosure of Security Breach

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

- (1) Description of the nature of the Security Incident;
- (2) The type of TEA information involved;
- (3) Who may have obtained the information;
- (4) What steps Contractor has taken or will take to investigate the Security Incident;
- (5) What steps Contractor has taken or will take to mitigate any negative effect of the Security Incident; and
- (6) A point of contact for additional information.

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

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

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

- L. Refunds Due to TEA:** If TEA determines that TEA is due a refund of money paid to Contractor pursuant to this Contract, Contractor shall pay the money due to TEA within thirty (30) days of Contractor's receipt of written notice that such money is due to TEA. If Contractor fails to make timely payment, TEA may obtain such money from Contractor by any means permitted by law, including but not limited to offset, counterclaim, cancellation, termination, suspension, total withholding, and/or disapproval of all or any subsequent applications for said funds.
- M. Capital Outlay:** If Contractor purchases capital outlay (furniture and/or equipment) to accomplish the Contract Project, title will remain with Contractor for the period of the Contract. TEA reserves the right to transfer capital outlay items for Contract noncompliance during the Contract period or as needed after the ending date of the Contract. This provision applies to any and all furniture and/or equipment regardless of unit price and how the item is classified in Contractor's accounting record. This provision is applicable when federal funds are utilized for the Contract.
- N. TEA Property (terms):** In the event of loss, damage or destruction of any property owned by or loaned by TEA while in the custody or control of Contractor, Contractor shall indemnify TEA and pay to TEA the full value of or the full cost of repair or replacement of such property, whichever is the greater, within thirty (30) days of Contractor's receipt of written notice of TEA's determination of the amount due. This applies whether the property is developed or purchased by Contractor pursuant to this Contract or is provided by TEA to Contractor for use in the Contract Project. If Contractor fails to make timely payment, TEA may obtain such money from Contractor by any means permitted by law, including but not limited to offset or counterclaim against any money otherwise due to Contractor by TEA.
- O. State of Texas Laws:** In the conduct of the Contract Project, Contractor shall be subject to laws or rules of the State of Texas pertaining to and or governing this Contract and the Contract Project. This Contract constitutes the entire agreement between TEA and Contractor for the accomplishment of the Contract Project. This Contract shall be interpreted according to the laws of the State of Texas except as may be otherwise provided for in this Contract.

**P. Federal Regulations Applicable to All Federally Funded Contracts:**

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 and Escalation:** All notices, reports and correspondence required by this Contract shall be in writing and delivered to the TEA Project Manager listed below or their successors in office. Within thirty (30) days of execution of a contract, the respective Parties will designate the next level of personnel within each organization to address conflicts or ambiguity that cannot be resolved at the Project Manager level.

**TEA**

**CONTRACTOR**

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

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

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

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

The 83<sup>rd</sup> Legislature recently passed SB 1368, which amended Section 2252.907 of the Texas Government Code to require that a contract between a state governmental entity and a nongovernmental Contractor involving the exchange or creation of public information, as defined by Section 552.002. Contractor is required to make any information created or exchanged with the state pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. The TEA Project Manager will provide the specific format by which the Contractor is required to make the information accessible by the public.

- CC. Gratuities:** By signing this Contract, Contractor represents and warrants that the Contractor has not given, offer to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.
- 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 Purchasing, Contracts and Agency Services 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 and the Contractor must adhere to the directions provided in the President's Executive Order (EO) 13224, Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, which may be viewed at <http://www.whitehouse.gov/news/orders>. That Executive Order prohibits any transaction or dealing by United States persons, including but not limited to the making or receiving of any contribution of funds, goods, or services to or for the benefit of those persons listed in the General Services Administration's Excluded Parties List System (EPLS) which may be viewed on the System for Award Management (SAM) site at <http://www.Sam.gov>.
- NN. Suspension and Debarment:** Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any federal, state or local government entity and that Contractor is in compliance with the State of Texas statutes and rules relating to procurement. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.
- OO. Electronic and Information Resources Accessibility Standards:** Effective September 1, 2006, state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic Information Resources specified in 1TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

[Section 508 of the US Rehabilitation Act of 1973](#) is in the final stages of revision and most likely will be adopted sometime in FY 2014. Therefore, all current and potential Contractors are hereby notified of the requirement. The current technical requirements for accessibility contained within this regulation form the basis for our Texas TAC rules on EIR Accessibility.

This refresh of 508 will be using the [WCAG 2.0 AA Accessibility Guidelines](#) (also ISO/IEC standard 40500) as the new technical standard that Federal agencies will be required to meet when procuring products and services. Once the 508 refresh is adopted, DIR will be modifying the TAC rules to synchronize with it.

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

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

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

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

[WCAG 2.0 at a glance](#)

[IBM Developer Guidelines Web Checklist](#)

[Webaim.org Accessibility Checklist](#)

- 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 unless specifically specified as part of the project requirements. TEA, its Contractors and their subcontractors, will not require or request school districts to provide SSNs under this contract. Contractor agrees that in executing tasks on behalf of the TEA, they will not use any student-identifying information in any way that violates the provisions of FERPA, and will destroy or return all student-identifying information to TEA within thirty (30) days of project completion. An authorized officer of the company must certify that ALL records have either been properly destroyed or returned to the Agency in order to close out the contract.



**RR. Proprietary; Confidential Information; Nondisclosure; Press Releases:** All information gathered, produced, derived, obtained, analyzed, controlled or Accessed by Respondent in connection with a contract resulting from this RFQ ("Confidential Information") shall be and remain Confidential Information and shall not be released or disclosed by Respondent without the prior written consent of the TEA, which consent must specifically identify the Confidential Information to be disclosed by Respondent and the nature of the disclosure for which consent is sought. Contractor, its employees and subcontractors, agree that in executing tasks on behalf of the TEA, they will not use any student-identifying information in any way that violates the provisions of FERPA, and will destroy or return all student-identifying information within thirty (30) days of project completion. Contractor also agrees not to disclose any information to which it is privy under this Contract without the prior consent of the agency. Contractor will indemnify and hold harmless the State of Texas, its officers and employees, and TEA, its officers and employees for any claims or damages that arise from the disclosure by Contractor or its Contractors of information held by the State of Texas. Except when defined as part of the Work under this Contract, Contractor will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of TEA.

**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. A Respondent's past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of §§2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Gov't Code. Respondents may fail this selection criterion for any of the following conditions: A score of less than 90% in the Vendor Performance System, currently under a Corrective Action Plan, having repeated negative Vendor performance reports for the same reason, having purchase orders that have been cancelled in the previous 12 months for non-performance (i.e. late delivery, etc.). TEA may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by 34 Texas Administrative Code §20.108), TEA may examine other sources of Vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Any such investigations shall be at the sole discretion of TEA, and any negative findings, as determined by TEA, may result in non-award to the Respondent.

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 website at [http://www.window.state.tx.us/procurement/prog/contractor\\_performance/](http://www.window.state.tx.us/procurement/prog/contractor_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 fifteen (15) calendar days advance written notice to the other Party. In the event of such a termination, the Contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. TEA shall be liable for reimbursing only those expenses incurred by the Contractor that are permitted, properly performed under this Contract and were incurred prior to the effective termination date.
- 2. Termination for Cause/Default:** If the Contractor fails to provide the goods or services contracted for according to the provisions of the Contract, or fails to comply with any of the terms or conditions of the Contract, TEA may, upon written notice of default to the Contractor, immediately terminate all or any part of the Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law or under the Contract.

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

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

3. **Termination Due to Changes in Law:** If federal or state laws or regulations or other federal or state requirements are amended or judicially interpreted so that either Party cannot reasonably fulfill this Contract and if the Parties cannot agree to an amendment that would enable substantial continuation of the Contract, the Parties shall be discharged from any further obligations under this Contract.
4. **Rights upon Termination or Expiration of Contract:** In the event that the Contract is terminated for any reason, or upon its expiration, TEA shall retain ownership of all associated work products and documentation obtained from the Contractor under the Contract.
5. **Survival of Terms:** Termination of the Contract for any reason shall not release the Contractor from any liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, and invoice and fees verification.
6. **Contract Transition:** In the event a subsequent competitive solicitation is awarded to a New Contractor, the Outgoing Contractor shall hand-over to the New Contractor all "Works" including but not limited to the following: data, materials, database access, intellectual property, source code, training materials, access to websites, asset transfer, and maintenance of service commitments. The purpose of transition planning is to ensure a seamless and continuous service when changing from one contract to another. The Outgoing Contractor will begin shipping, transmitting or providing access to all appropriate materials and data to the New Contractor within 10 days of announcement of award at the New Contractor's expense for data processing and production, packing and shipping. The Outgoing Contractor will be responsible for providing the services identified in the Contract until all records have been completely transferred to the New Contractor. The Outgoing Contractor is responsible for performing due diligence to ensure that all the transition activities are identified and completed during the Contract Transition.

The Outgoing Contractor shall submit to TEA requested reports and data. TEA will not release the final invoice until all materials are returned to TEA or their designee. The TEA Project Manager shall approve the Transition Plan prior to its implementation. The Transition Plan must minimize the impacts on continuity of operations and maintain communication with the TEA Project Manager and the New Contractor.

**VV. Amendments:** All Amendments to this Contract will be in a manner as prescribed by the Agency Contracting Process and are, subject to Paragraph B of the General Provisions and will be made on AMENDMENT TO TEXAS EDUCATION AGENCY STANDARD CONTRACT form. All Amendments will be initiated by the TEA Contracts staff. An Amendment to this Contract will become effective on the date of signature of TEA or the effective date shown on the Amendment document whichever is first. Effective September 1, 2013, if the initial major contract solicitation document submitted to the CPA Contract Advisory Team (CAT) changes substantially, agencies are required to resubmit their solicitation documents(s) for CAT review. Changes in the major contract solicitation are considered substantial when: 1) the solicitation change caused the estimated value for the original term of the contract, not including renewal periods, to increase by 25% or more; 2) or there are significant revisions, deletions and/or additions to the specifications, statement of work (SOW), set(s) of deliverables, performance measures, payment methodology, etc.

1. The Contractor is permitted to 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 to the 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.
2. 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 of work, deliverables, or objectives of the Contract (regardless of whether there is an associated budget revision requiring prior approval) additionally increases of 25% or more must be approved by the Comptroller;
  - c. A request to extend the period of the Contract;
  - d. Cumulative transfers among direct cost categories which exceed or are expected to exceed 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 will be issued by electronic Direct Deposit from the State Treasury. Direct Deposit is the preferred method of payment. Any payment owed by an Agency must be transmitted electronically to the Vendor no later than 30 days after the later of:

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

Invoices must be submitted to [TEAAccountsPayable@tea.state.tx.us](mailto:TEAAccountsPayable@tea.state.tx.us) and the TEA Project Manager.

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

1. Payment for service(s) described in this Contract is contingent upon satisfactory completion of the Deliverables and Services Review and Acceptance Process. The Contractor must submit final deliverables to TEA for review and approval prior to invoicing. These include test items developed under the contract. "Final" deliverable means a deliverable that, in the belief and testimony of the Contractor, is in final completed form and in compliance with all required specifications as defined by project documentation and this contract. TEA will review each deliverable, including test items, submitted by the Contractor for quality and alignment to the deliverable definition agreed to under the "Deliverables and Services Definition Process". TEA will have fifteen (15) working days to approve a deliverable or request revisions to the deliverable. TEA must review and approve any deliverable before it may be invoiced by the Contractor. If TEA finds a submitted deliverable to be substandard or not in compliance with the deliverable definition agreed to under the "Deliverables and Services Definition Process", the Contractor will have ten (10) working days to address the quality or other compliance requirement and resubmit the deliverable. Additional costs incurred by the Contractor that result from repeated submissions and revising of substandard deliverables will be borne solely by the Contractor and not charged against the contract or to TEA. This process will apply to all deliverables and requirements of the Contract, including test items developed. This does not preclude an arrangement that allows the Contractor to bill against a deliverable as progress is made toward completing that deliverable, so long as documentation of such progress in a form and nature satisfactory to TEA is provided and is approved by TEA. It is up to the Contractor to request incremental billing based on progress towards a deliverable, and such a request must be approved by TEA prior to submission of any invoice by the Contractor. TEA reserves the right to reject and not provide payment for deliverables found to be substandard or not in compliance with the deliverable definition agreed to under the "Deliverables and Services Definition Process", including test items developed under the Contract. The Contractor is strongly encouraged to collaborate with TEA on draft versions of any deliverables or services and request review(s) of such draft versions before submitting a final version.
2. Retainage: TEA may withhold 5% or less of each payment as retainage for certain projects. Retainage fees shall be documented in the Contract and may not be arbitrarily imposed after execution of the Contract. The release of retainage may be requested in the final invoice.
3. Unless otherwise stated, payment under this Contract will be made upon performance of services based upon submission of an expenditure report/invoice, properly prepared and certified, outlining expenditures by cost category. Include the contract number, purchase order number, and the Texas Comptroller of Public Accounts Texas Identification Number (TIN) on all invoices/expenditure reports. The cost categories provided in the expenditure report/invoice must coincide with the cost categories detailed in the approved budget. A list of tasks/activities performed during the invoice period must accompany the expenditure report/invoice. The final expenditure report/invoice is due within forty-five days after the end of the Contract. Payment on the final expenditure report is contingent upon receipt of all reports/products required by this Contract.
4. An encumbrance, accounts payable, and expenditure, as with all other contract accounting terms, will be as defined in the *Financial Accounting and Reporting Module of the TEA Financial Accountability System Resource Guide*. All goods must have been received and all services rendered by the ending date of this Contract in order for Contractor to include these costs as either expenditures or as accounts payable and, thereby, recover funds due. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures.
5. Contractor who is indebted or owes delinquent taxes to the State will have any payments under the Contract applied toward the debt or delinquent taxes owed the State until the amount is paid in full, regardless of when the debt or delinquency was incurred. TEA shall determine whether a payment law prohibits the Comptroller from issuing a warrant or initiating an electronic funds transfer to a person before TEA enters into a written contract with that person.

Contractor may verify their account status by accessing the Comptroller's website at [https://fm.x.cpa.state.tx.us/fm/pubs/purchase/restricted/index.php?section=indebted&page=persons\\_indebted](https://fm.x.cpa.state.tx.us/fm/pubs/purchase/restricted/index.php?section=indebted&page=persons_indebted)

**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:

Workers Compensation & Employers Liability: Contractor must maintain Workers' Compensation insurance coverage in accordance with statutory limits. This state of Texas website (Coverage starts with 406 of the Labor code) addresses what Texas requires may be found at: <http://www.tdi.texas.gov/wc/act/index.html>

Commercial General Liability: Occurrence based:

Bodily Injury and Property Damage

Each occurrence limit: \$1,000,000;

Aggregate limit: \$2,000,000;

Medical Expense each person: \$5,000;

Personal Injury and Advertising Liability: \$1,000,000;

Products /Completed Operations Aggregate Limit: \$2,000,000; and

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

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

**ZZ. Force Majeure:** Neither Contractor nor Texas Education Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in any 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.

**BBB. Abandonment or Default:** If the Contractor defaults on the Contract, TEA reserves the right to cancel the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible Respondent. The defaulting Contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the Agency based on the seriousness of the default.

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)

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

**Proposer Affirmations:**

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

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

Proposer has not given, offered to give, not intends to give at anytime 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.

Pursuant to Texas Government Code, Title 10, Subtitle D, Section 2155.004(b), the Proposer 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.

Under Section 2155.006(b) of the Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

Proposer 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, Proposer 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: \_\_\_\_\_

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 RFQ, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted in the proposal or bid. When a Texas business address shown hereon that address is, in fact, the legal business address of Respondent and respondent qualifies as a Texas Resident Bidder Under TAC Title 34, Part 1, Chapter 20.

<b>PROPOSER/COMPANY NAME:</b>
<b>STREET ADDRESS:</b>
<b>CITY/STATE/ZIP:</b>
<b>TELEPHONE #:</b>
<b>FACSIMILE #:</b>
<b>EMAIL ADDRESS:</b>
<b>NAME OF PROPOSER'S AUTHORIZED AGENT:</b>
<b>TITLE OF PROPOSER'S AUTHORIZED AGENT:</b>
<b>SIGNATURE OF AUTHORIZED AGENT:</b>

## **Definition of a Historically Underutilized Business (HUB)**

- At least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American and/or American woman,
- A for-profit entity that has not exceeded the size standards prescribed by [34 TAC §20.23](#), and has its principal place of business in Texas, and
- Has an owner residing in Texas with a proportionate interest that actively participates in the control, operations and management of the entity's affairs.

The statewide HUB Program facilitates the use of HUBs in state procurement and provides information on the state's procurement process to minority and woman- owned businesses.

In accordance with [34 TAC §20.13](#), each state agency shall make a good faith effort to utilize HUBs in contracts for construction, services (including professional and consulting services) and commodities purchases.

Contractors seeking certification as a HUB are required to submit a completed HUB certification application and supporting documentation to the statewide HUB Program, affirming under penalty of perjury that their business qualifies as a HUB.

**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 and Agency Services Division

RFQ # 701-14-039

TITLE OF PROPOSED PROJECT: **Texas Literacy Initiative 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 Texas Identification Number (TINS)

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

FORMAT FOR COST PROPOSAL – Sample

	HOURLY RATE	TASK	TASK	TASK	TASK	TASK	TOTAL
<b>Personnel</b>							
<b>Travel</b>							
<b>Contracted Services</b>							
<b>Supplies &amp; Materials</b>							
<b>Other (Identify)</b>							
<b>TOTAL</b>							

**SCHEDULE OF TASK COMPLETION – Sample**

Title of Proposed Project: Texas State Literacy Plan Implementation Study (2014-16)

Proposer Organization (Name): \_\_\_\_\_

Begin Date: \_\_\_\_\_

End Date: \_\_\_\_\_

Projected Completion Date and Cost by Task

Task/ Activity Number	Projected Completion Date	Projected Cost
<b>Task 1 (Title or description)</b>		
Activity 1.1		
Activity 1.2		
Total Task 1		

<b>Task 2 (Title or description)</b>		
Activity 2.1		
Activity 2.2		
Total Task 2		

<b>Task 3 (Title or description)</b>		
Activity 3.1		
Activity 3.2		
Total Task 3		

**Total Budget**

Cost may also be by activity if feasible but must be shown, at a minimum, for task total.

## 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, subgroup 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).

**ACCESS TO CONFIDENTIAL INFORMATION**

A completed and signed 'Access to Confidential Information – TEA Agent Agreement' form requesting the data needed for the evaluation is required from everyone on the awarded Contractor's staff who may have access to the confidential student level data. It requires the approval of the Agency's Confidentiality Office, Information Security Officer, and the data owners. See separate document example.

I understand that any unauthorized disclosure of confidential, sensitive, and restricted student information is illegal as provided in the Family Educational Rights and Privacy Act of 1974 (FERPA) and in the implementing of federal regulation found in 34 CFR, Part 99.

I also understand that failure to observe these restrictions is prohibited by the Texas Government Code, Section 552.352 and that such an offense constitutes a Class A misdemeanor.

I certify that I have read and understand the above statement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## TEA DATA SOURCES

CATEGORY	AVAILABILITY	EXAMPLE	TEA WEBSITE AVAILABILITY
Student demographics	March in the current school year	Student demographics for 2011-12 available March 2012	
Attendance	October of the following school year	Attendance for 2011-12 available October 2012	
Leaver data (graduation, dropout, other exits)	March in the following school year	Leaver data for 2011-12 available March 2013	
TAKS scores (first administration)	March in the current school year	TAKS scores for 2011-12 available March 2012	
TAKS scores (retests)	July in the current school year*	TAKS retest scores for 2011-12 available July 2012	
STAAR scores	July in the current school year	STAAR scores for 2012-13 available July 2013	
Course completion	October of the following school year	2011-12 course completion data available October 2012	
AEIS report data	November in the following school year	2011-12 AEIS data available November 2012	<a href="#">Masked AEIS data available for download from AEIS website</a>
Accountability ratings (preliminary)	August in the current school year	2011-12 accountability ratings available August 2012	<a href="#">Accountability ratings available for download from Accountability website.</a>
Accountability ratings (final)	October in the following school year	2011-12 accountability ratings available October 2012	<a href="#">Accountability ratings available for download from Accountability website.</a>
Financial Budget data	March in the current school year	2011-12 budget data available March 2012	<a href="#">Financial budget data available for download from School Finance website.</a>
Financial Actual (revenue and expenditures)	March in the following school year	2011-12 Actual financial data available March 2013	<a href="#">Financial actual data available for download from School Finance website.</a>
Staff demographics	March in the current school year	Staff demographics for 2011-12 available March 2012	
Teacher certifications	Updated weekly		
District and campus types, addresses, phones, superintendents, principal names, campus grade ranges	Updated nightly		<a href="#">District and campus addresses available for download from AskTED.</a>
TELPAS scores	June in the current school year	TELPAS scores for 2012-13 available June 2013	

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

CERTIFICATION OF DATA DESTRUCTION TEMPLATE

<CONTRACTOR LETTERHEAD>

Customer Name: Texas Education Agency

Project Name: \_\_\_\_\_

Contract #: \_\_\_\_\_

<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>

TEXAS LITERACY INITIATIVE GOALS, MEASUREMENT, AND FREQUENCY 2012-2014

Texas Literacy Initiative Goals	Grade	Measure	Frequency
1. Increase the oral language and preliteracy skills of participating preschool children.	PK	The percentage of participating four-year-old children who achieve significant gains on an assessment of oral language skills including letter knowledge, vocabulary, and phonological awareness. The instrument or instruments monitoring student progress must be selected from the annual Commissioner’s List of Preliteracy (Letter Knowledge, Vocabulary, and Phonemic Awareness)	BOY, MOY, EOY
2. Improve the performance of participating K-2 students on early reading assessments.	K-2	Number of participating K-2 students with improved performance in early literacy. The instrument or instruments monitoring student progress must be selected from the annual K-2 Commissioner’s List of Reading Instruments. (Phonemic Awareness, Phonics, Fluency, Vocabulary, and Comprehension)	BOY, MOY, EOY
3. Increase the percentage of participating students who meet or exceed proficiency on the state English language arts assessments in grades 3 through 12.	3 thru 8	Percentage of participating third through eighth grade students who meet or exceed proficiency on the State of Texas Assessments of Academic Readiness (STAAR™) Reading assessment for 2011 -2014.	1 x per year
	4 and 7	Percentage of participating third through eighth grade students who meet or exceed proficiency on the State of Texas Assessments of Academic Readiness (STAAR™) Writing assessment for 2011 -2014.	1 x per year
	9 -12	Percentage of participating high school students who meet or exceed proficiency on grades nine through eleven TAKS reading/ELA and/or STAAR End-of-Course English I, II, III (as appropriate) for 2011 through 2014.	1 x per year
4. Increase the use of data and data analysis to inform all decision-making in participating districts, campuses, classrooms, and early learning settings.	All levels	Conduct a minimum of three data analysis meetings. Participate in the Texas State Literacy Plan online course. Participate in face-to-face professional development including the TLI Summit; TLI Institutes; and site, campus, and/or district specific.	Daily
5. Increase the implementation of effective literacy instruction through <i>Literacy Line</i> .	All levels	Participate in the Texas State Literacy Plan online course. Participate in face-to-face professional development including the TLI Summit; TLI Institutes; and site, campus, and/or district specific.	Daily



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**Addendum 1**

**Questions received by Wednesday, May 28, 2014, 2:00 P.M. CST**

1. Does “entire evaluation period” include July 1, 2014 to December 31, 2014 or does it also include option periods for the evaluation contract through December 31, 2017?

**TEA Response:** The term of any contract resulting from this RFQ shall be from contract award until December 31, 2014. TEA at its own discretion, may extend any contract awarded pursuant to this RFQ for up to three years. The evaluation period of the implementation of the Texas State Literacy Plan and outcomes would cover the program funding starting March 8, 2012 and continue through the term of the contract (December 31, 2014) and then through the end date of any extending contract if awarded for option periods through December 31, 2017.

2. Can TEA explain the overlapping timeframes across Years 1-4 in the LEA Grant Funding Periods?

**TEA Response:** Since the Federal Grant funding runs from October 1 through September 30 of each year, the LEA Grant Funding Period timeframes were overlapped to facilitate budget planning for the LEA’s academic year.

3. Please clarify whether a budget should be submitted for the base period only (July 1, 2014 – December 31, 2014) or if a draft budget for the three (3) option years should also be included in proposals.

**TEA Response:** A draft budget for the three option years may be submitted as additional information, however we will be reviewing the budget for the base period only (July 1, 2014 – December 31, 2014) at this time.

4. Is the executive summary also due on December 1, 2014?

**TEA Response:** Only one executive summary is required, at the end of the grant whenever that may be.

5. Please provide more information about the type and level of assistance TEA will need in submitting required reports to USDE.

**TEA Response:** Anticipated assistance includes drafting responses to questions regarding the indicators and providing supporting evidence.

6. What is the estimated turnaround time for TEA providing data to the Contractor after it becomes available?

**TEA Response:** Depends upon volume of data, but expect to be able to provide some, if not all, of the raw data within five business days. If it is determined that the data will be aggregated then expect ten business days.

7. Should budget be deliverable-based within the fixed price contract? Do costs need to be broken out by quantitative/qualitative as indicated in Section 1.4?

**TEA Response:** Yes, budget should be deliverable-based within the fixed price contract. Yes costs need to be broken out by quantitative/qualitative as indicated in Section 1.4.

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8. What data are available about online course/training/PD and TA provided by TA providers within the *Literacy Lines*?

**TEA Response:** At this point available data about the online course consists of number/percentage of Site/Campus-Based Leadership Team members completing the courses, the products completed from the course, and trainings/PD/TA provided by the TLI State Leadership have been documented. There are some voluntary survey data also available for trainings/PD/TA provided by the TLI State Leadership Team. Data from the annual TLI Activity Reports provide information on the LEAs' perspective of TLI State Leadership support.

9. Please clarify that each LEA only has one *Literacy Line* formed to carry out their subgrant.

**TEA Response:** Although the terms Literacy Line and feeder pattern are used interchangeably in some of the grant applications, each of the thirty sub grantees were to define one Literacy Line that might include one or more feeder-pattern campuses and their associated ECE Providers. For example, Brownsville ISD has one *Literacy Line* that consists of each of their six High Schools plus the middle school campuses, elementary campuses, and ECE Providers that feed into each of the high schools.

10. Please clarify that the CSPs are at the LEA level.

**TEA Response:** The TEA needs clarification on what CSPs represents. If it is the Early Childhood Education (ECE) Providers, then each grantee is funded at LEA level and must include a Literacy Line of age 0-12<sup>th</sup> grade. The ECE provider included in the Literacy Line may include public or private entities.

11. Please clarify whether there are thirty or thirty-one LEA sub grantees.

**TEA Response:** There are thirty sub grantees. One sub grantee is comprised of two LEAs.

12. Of the list of LEAs eligible to apply for sub grants, how were the sub grantees selected?

**TEA Response:** Each application was reviewed by five individual qualified evaluators and scored according to a predetermined rubric.

13. How many eligible LEAs applied but were not selected?

**TEA Response:** Sixty-two LEAs

14. Will the Annual Performance Reports that the TEA submitted to USDE be available to the selected evaluation Contractor?

**TEA Response:** Yes

15. Can TEA clarify the budget for the work, as described in Section 1.4? Please clarify the budget available for the first review (through December 2014) and any budget information for subsequent years that might be made available by TEA.

**TEA Response:** This RFQ should focus on the services requested for the total available funds of \$150,000. As stipulated in Section 1.4, upon TEA approval, the contract may be extended annually and the contract amount will be negotiated. There is no budget information for subsequent years available at this time.

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16. With regard to GPRAs, can you please clarify how TEA has defined “significant gains”?

**TEA Response:** The USDE provided a definition:

## **Overview of the Excel Files’ Statistical Calculations**

*GPRAs* Measure 1 includes the term “significant gain.” As the *Guidance* explains, a significant gain is defined in terms of treatment effect size. For this measure, a pre-post change in test scores with an effect size of 0.20 or greater *in addition to* the expected developmental gains based on a child’s age, as the Grantee SRCL *GPRAs* Measure 1 Excel file calculates, will constitute a significant gain.

Effect size provides a standardized measure (one that is free of the original measurement unit, i.e., test scale) of the strength or magnitude of the relation between two variables or the difference between two groups or between scores taken at different times (i.e., pre-test score, post-test score). In the social sciences, Cohen’s guidelines<sup>[1]</sup> for effect sizes have become accepted practice, with effect sizes beginning at 0.20 considered to be non-trivial when assessing differences between groups or between time points. Hence, the analysis of *GPRAs* Measure 1 uses the minimum effect size of 0.20. Because young children are expected to make gains in language or literacy without receiving targeted intervention, for the purposes of *GPRAs* Measure 1, the gain will be considered significant if it is larger than the expected developmental gain by at least an effect size of 0.20. Appendix A contains detailed descriptions of the specific statistical calculations used in the Grantee SRCL *GPRAs* Measure 1 Excel file.

Once you have entered data and performed the statistical calculation, Excel will provide the results onscreen, clearly identifying the findings in accordance with what the *APR Guidance* requires for reporting to ED. Sections 3, 4, and 5 provide additional details related to the results.

## **Description of the Statistical Tests**

This appendix describes the statistical calculations used to determine the measurement of results for *GPRAs* Measure 1 for the SRCL program. For *GPRAs* Measure 1, the analysis determines whether Pre-K children’s performance on a post-test represents a significant gain over their performance on a pre-test in oral language skills.

The list below shows the statistical calculations the SRCL Excel file uses:

- (1) computes the post-test minus pre-test difference score of each participant,
- (2) standardizes the score to obtain the standardized pre/post difference score,
- (3) prorates the standardized difference score to a 6-month period between the pre-test and post-test, and
- (4) computes the percentage of children who make a significant gain.

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<sup>[1]</sup> Cohen, J. (1988). *Statistical power analysis for the behavioral sciences*. Hillsdale, NJ: Erlbaum.

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If the prorated pre/post difference score for a child in the SRCL Program is greater than or equal to an effect size for program participation plus 6-month expected maturity (developmental gains), then the child has a classification of having made a significant gain. Below is an explanation of the details of these step-by-step calculations.

To calculate the difference score identified in step 1, subtract the pre-test score from the post-test score. For step 2 above, the standardized difference score for participant  $i$  is computed as:

$$d_i = \frac{y_i - x_i}{SD_x}$$

for  $i = 1, \dots, n$  children with both pre-test and post-test scores, where

$x_i$  = pre-test score of child  $i$ ,

$y_i$  = post-test score of child  $i$ ,

$SD_x$  = standard deviation of pre-test scores for  $n$  children.

The prorated difference score in step 3 above ( $d_i^*$ ) is computed as:

$$d_i^* = \frac{6d_i}{M}$$

where  $M$  = number of months between pre-test and post-test.

For step 4 above, compare the prorated difference score for each child to 0.2 (effect size for program participation) plus the expected 6-month age appropriate maturity shown in Table A1 (i.e., as shown in table A1, a child is expected to gain 0.73 standardized-score points between ages 4 and 4.5 based on maturity/natural development alone).

Table A1. Six-month expected maturity<sup>[2]</sup>

Age	Expected maturity
4	0.731579
4.5	0.571429
5	0.372222
5.5	0.359091
6	0.346320
6.5	0.245946

<sup>[2]</sup> Adapted from the means and standard deviations from the Peabody Picture Vocabulary Test, Fourth Edition (PPVT- 4) (Dunn, L. M., and Dunn, D .M. (2007). Peabody Picture Vocabulary Test-Fourth Edition. Bloomington, MN: Pearson Assessments).

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If  $d_i^* \geq 0.2 + \text{expected maturity}$ , then child  $i$  is considered to have made a significant gain. Let  $t$  be the total number of children who made significant gains. The percentage of participating children who made a significant gain in their oral language skills ( $p$ ) is computed as:

$$p = \frac{t}{n} * 100\%$$

The Excel file also computes  $p$  separately for the following subgroups: disadvantaged children, LEP children, and children with disabilities. For these subgroups, the same  $SD_x$  stated above is applied to calculate the standardized difference scores.