

TEXAS EDUCATION AGENCY

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

REQUEST FOR PROPOSAL (RFP)

RFP No.: 701-14-043

Texas District and School Improvement Support Center

- Authorized by TEC § 7.031 and P.L. 107-110, Title I, Part A School Improvement

PROPOSAL DELIVERY LOCATION: Purchasing, Contracts and Agency Services Division Texas Education Agency 1701 N. Congress Ave., Rm. 2-125 Austin, TX 78701-1494 (512) 463-9041	REFER INQUIRIES TO: Kay Wagner TEAContracts@tea.state.tx.us
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**WITHOUT EXCEPTION - PROPOSAL MUST BE TIME AND DATE STAMPED BY THE TEA PURCHASING & CONTRACTS BEFORE:
Friday, June 13, 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/>.

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

All written requests for information will be communicated to all applicants known to the agency. All proposals shall become the property of the State of Texas upon receipt.

All proposals must be delivered to the Texas Education Agency Purchasing, Contracts 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.

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

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

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SECTION ONE INTRODUCTION AND PURPOSE

1.1 PURPOSE OF THE REQUEST FOR PROPOSAL (RFP)

It is the intent of the Texas Education Agency (TEA or "the agency") to solicit proposals for *Texas District and School Improvement Support Center* to deliver a comprehensive technical assistance and support program in service of Texas public and open enrollment charter schools identified for improvement, in accordance with all requirements stated herein.

The project will operate within two primary strands of service:

STRAND 1: Technical assistance, training, resources and statewide coordination to support priority and focus campuses identified for not meeting academic standards and required to engage in the Texas Accountability and Interventions System (TAIS).

STRAND 2: Intensive direct service to school districts to serve as a center to coordinate the United States Department of Education (USDE) program to support the School Improvement Grant (SIG); referred to in this state as the Texas Title I Priority Schools (TTIPS) grants.

Eligible Proposers are educational entities that include: nonprofit organizations, institutions of higher education, public and private companies, individuals, regional education service centers, etc.

1.2 BACKGROUND INFORMATION

The Texas Education Agency, division of Accreditation & School Improvement, provides guidance and monitoring to all Local Education Agencies (LEAs) not meeting standards established in the state and federal accountability systems. The division also administers funds and provides more intensive monitoring to the identified lowest performing campuses with high concentrations of students from economically disadvantaged families. These identified campuses include the state's Title I priority, focus, and TTIPS schools.

In order to supplement the agency's work of administration, guidance and monitoring, Texas has established a framework of support for school improvement. This framework includes the efforts of the TEA, a school improvement programs service and support center, a network of Professional Service Providers (PSPs) and local Education Service Center (ESC) Turnaround Teams; all working in coordination to support districts and campuses in the improvement process and in meeting intervention requirements.

The contracted service and support center is integral to this framework and essential to meet the needs for direct training and services to the identified schools, and to coordinate the statewide efforts of all providers engaged in the school improvement process.

In cooperation with the TEA and the system of Professional Service Providers (PSPs) and the Education Services Centers, the contracted service and support center resulting from this RFP will develop resources and deliver services under the two programming strands as outlined in section 1.1.

1.3 CONTRACT TERM/OPTION TO EXTEND

The term of any contract resulting from this RFP shall be from contract award until August 31, 2015. TEA, at its own discretion, may extend any contract awarded pursuant to this RFP for up to two additional fiscal years under the same or different terms subject to appropriation of funds by the Texas Legislature for this project and the U.S. Department of Education. If renewed, the first renewal period shall be from September 1, 2015 through August 31, 2016; and the second renewal period shall be from September 1, 2016 through August 31, 2017.

1.4 BUDGET

One contract will be awarded as a result of this RFP. In accordance with the "Omnibus Appropriations Act, 2010", the agency is required to provide the percentage and dollar amount of Federal funds for this project. This project is 100% funded with federal funds in the amount of \$1,800,000.00. Proposals must include a detailed budget in accordance with the requirements of Section 3.5 of this Request for Proposal. This contract will be fixed price per deliverable.

1.5 PROJECT DESCRIPTION AND REQUIREMENTS

The Agency invites proposals for conducting a coordinated process designed to:

- a) deliver statewide technical assistance services to support districts and schools not meeting required performance standards under the federal accountability systems;
- b) coach, train and support district and grant staff in the accountability intervention and school improvement process aligned to turnaround principles and critical success factors, grant requirements, and data management for compliance reporting
- c) conduct on-going support for targeted districts and campuses, including but not limited to phone communication, online resources publication, face-to-face mentoring/training, webinars, teleconferencing or discussion boards;
- d) provide the staffing, direct services, training, and assistance required to support grantees implementing improvement models specific to TTIPS.

In planning a scope of work, proposers should allocate efforts and resources with consideration of the differences between the two strands of service: (1) schools required to participate in accountability and interventions system; and (2) TTIPS schools. The TTIPS strand requires more intensive, direct services and a specific staffing pattern, while the accountability and interventions strand is a larger scope in terms of number of schools to reach. The contractor will be engaged in campus-level planning, intervention and support in the TTIPS service strand; and will operate at a statewide level leveraging the work of Education Service Centers (ESC) Turnaround Centers to reach district staff in the accountability and interventions process.

STRAND 1: *Technical assistance, training, resources and statewide coordination to support campuses identified for not meeting academic standards required to engage in the Texas Accountability and Interventions System.*

The identified campuses to receive services under this project strand include:

Campuses identified as Title I *Priority* schools based on statewide reading and mathematics assessments, and graduation rates. Priority schools include Title I schools with graduation rates less than 60% and the lowest-performing Title I schools based on achievement results on reading/math system safeguards at the All Student level.

Campuses identified as Title I *Focus* schools. Ten percent of Title I schools, not otherwise identified as priority schools, are considered focus schools, and include campuses with the widest gaps between reading/math performance of the federal student groups (7) and safeguard targets of 75%.

STRAND 2: Intensive direct service to School Districts in receipt of a Texas Title I Priority Schools (TTIPS) Grant.

TTIPS is the Texas implementation of the School Improvement Grant (SIG), authorized under section 1003(g) of Title I of the Elementary and Secondary Education Act (ESEA) of 1965, commonly known as the No Child Left Behind (NCLB) Act of 2001. SIG funds are used to make competitive subgrants to local School District with campuses that demonstrate the greatest need

for the funds and the strongest commitment to use the funds to provide adequate resources in order to substantially raise the achievement of students in the lowest-performing schools.

Under both strands of programming described in this RFP, the contractor selected will provide technical assistance, coordination and services to support districts and schools to engage fully and effectively in required accountability interventions and improvement processes using all elements of the state required framework.

The interventions and processes required of schools in these improvement statuses include:

- District and campus support systems
- Data analysis
- Needs assessment
- District and School-level improvement planning
- District and School-level improvement monitoring
- Instructional interventions targeted to close existing achievement gaps
- Evaluation of school staff
- Participation in required state trainings
- Implementation and outcome reporting

The framework of support for improvement delivers a cohesive system of intervention and implementation of policies and practices necessary to effectively impact low-performing schools. Designed to aid in the development of both district and campus improvement planning, the framework provides a common language and process for addressing the school improvement challenge.

In order to ensure the integrity of the framework and operationalized the common language around school improvement, services at all levels in Texas are aligned to the ESEA Turnaround Principles and Critical Success Factors.

1.5.1 Turnaround Principles

Meaningful interventions designed to improve the achievement of students in schools in the improvement process must be aligned with all of the following turnaround principles:

- Providing strong leadership by: (1) reviewing the performance of the current principal; (2) either replacing the principal if such a change is necessary to ensure strong and effective leadership, or demonstrating to TEA that the current principal has a track record in improving achievement and has the ability to lead the turnaround effort; and (3) providing the principal with operational flexibility in the areas of scheduling, staff, curriculum, and budget;
- Ensuring that teachers are effective and able to improve instruction by:
 - a) reviewing the quality of all staff and retaining only those who are determined to be effective and have the ability to be successful in the turnaround effort;
 - b) preventing ineffective teachers from transferring to these schools; and
 - c) providing job-embedded, ongoing professional development informed by the teacher evaluation and support systems and tied to teacher and student needs;
- Redesigning the school day, week, or year to include additional time for student learning and teacher collaboration;

- Strengthening the school's instructional program based on student needs and ensuring that the instructional program is research-based, rigorous, and aligned with State academic content standards;
- Using data to inform instruction and for continuous improvement, including by providing time for collaboration on the use of data;
- Establishing a school environment that improves school safety and discipline and addressing other non-academic factors that impact student achievement, such as students' social, emotional, and health needs; and
- Providing ongoing mechanisms for family and community engagement.

1.5.2 Critical Success Factors

The framework's critical success factors capture seven areas to address in improvement efforts. As campus interventions are being provided through the district, local ESC, or the contractor, sharing a common language around resources is essential. The seven Critical Success Factors (CSFs) provide a common language to anchor the work of school improvement across Texas and create opportunity to match resources to needs. These Critical Success Factors are aligned to the turnaround principles and are part of the statewide intervention system:

- **Academic Performance-** By focusing on data driven instruction that targets the use of ongoing monitoring of instruction, schools can increase performance for all students. Curricular alignment, both horizontally and vertically, is also an essential component of this CSF.
- **Use of Quality Data to Drive Instruction-** Emphasizes data disaggregation training and ongoing communication of data to improve student learning outcomes. A focus of this CSF is utilizing data to drive decisions.
- **Leadership Effectiveness-** Targets the need for leadership on the campus to exercise operational flexibility and the effective use of data and resources. Providing job-embedded professional development to build capacity of campus leaders is a vital part of this CSF.
- **Increased Learning Time-** Necessitates flexible scheduling that allows time for additional instructional minutes, enrichment activities and staff collaborative planning time. This CSF also confirms as a requisite, an instructionally-focused calendar.
- **Family/Community Engagement-** Calls for increased opportunities for input from parents and the community, as well as the necessity for effective communication and access to community services.
- **School Climate-** Recognizing increased attendance and reduced discipline referrals as indicators of a positive and welcoming environment. Increased attendance in extracurricular activities is another sign that students feel supported by an affirming school climate.
- **Teacher Quality-** Focusing on the need to recruit and retain effective teachers while also supporting current staff with job-embedded professional development. A locally developed appraisal and evaluation system informs personnel decisions in order to ensure quality teaching and learning.

1.6 TASK ACTIVITIES

Proposer shall submit a summary of how they will execute each of the following list of activities limited to the listed potential components, and the proposer may choose to address additional areas that, in its professional opinion, should be included.

Components restated under deliverables are required components of the contract.

The major activity areas include:

- Staffing and Statewide Structures
- TTIPS Assessment and Planning
- TTIPS Direct Service
- Training
- Resource Development and Dissemination
- Communications
- Support TEA Monitoring, Compliance and Reporting
- Contractor Performance Reporting

1.6.1 Staffing and Statewide Structures

The contractor must provide adequate personnel to meet the deliverables of the contract. Upon notification by TEA of a problem related to inadequate personnel or insufficient resources, the contractor must make resolution of the problem a top priority, respond in a timely manner, and notify TEA of the actions taken for resolution.

A successful contractor shall provide the following staffing and structures:

- Staff the center with an adequate number of support specialists to allow a person of contact for each identified TTIPS school. Note: specialists may support multiple TTIPS schools, but must have capacity to offer services at the level of individualized case management.
- Staff the center with an adequate number of Professional Service Providers (PSPs) to support each TTIPS school. The PSP is a TEA-approved professional responsible for assuring implementation of all intervention requirements and reporting progress to the agency. PSPs are experienced, successful educators, with in-depth knowledge of school and district improvement and turnaround.
- Develop and execute an application process to recruit and select PSPs that considers the requisite experience, knowledge and skills. Ensure that the geographical location of PSPs is appropriate for the area to be covered.
- Develop and execute an evaluation process for PSPs.
- Develop and execute a process to provide the state with an expanded list of approved PSPs that match the identified needs of priority schools. Non-TTIPS priority schools may select from this list of PSPs.
- Provide intensive pre-service and in-service training for PSPs to ensure common practices related to effective strategies to facilitate school change and improvement, including: turnaround principles, accountability and interventions system, school leadership development, school organization and design, rigorous instructional programming that serves all learners, data- driven

instruction and intervention, school culture and climate, parent and community involvement, and student support strategies.

- Staff the center with an adequate number of support specialists to allow a point of contact for each district with a school(s) required to engage in the TAIS process. The adequate number of support specialists will allow capacity for staff to participate in coordinated communication between district, school, and TEA.
- In coordination with TEA, develop and execute a process to identify and ensure a District Coordinator of School Improvement (DCSI) is in place in each district with a school(s) required to engage in the TAIS process. The DCSI is an individual assigned by the district and approved by TEA, who is a district-level employee in a leadership position in school improvement, curriculum and instruction, or another position with responsibility for student performance. The DCSI is responsible for ensuring district support for the academic achievement of each campus.
- In coordination with TEA, develop and execute a process to identify and ensure a Campus Leadership Team (CLT) is in place in each district with a school(s) required to engage in the TAIS process. The CLT is made up of key school leaders and membership determined by the principal and/or the district. The CLT is responsible for developing, implementing, and monitoring the improvement plan; monitoring student performance; and determining student interventions and support services.
- In collaboration with TEA, existing statewide turnaround initiatives, and regional ESC Turnaround Centers; execute purposeful and precise practice in support of an aligned statewide delivery of school improvement supports, interventions, and resources.
- Actively support the multiple and specialized components of school improvement in the state led or implemented by ESCs and other stakeholders. These include but are not limited to: TEA subcontracts to ESCs for targeted focus school support, the Creating Turnaround Educator Pipelines project, the District Turnaround Leadership Initiative project.

1.6.2 TTIPS Assessment and Planning

The intensive and direct services within the TTIPS project strand requires individualized assessment and planning services from the service and support center. A successful contractor shall:

- Conduct pre-assessment of TTIPS grantees' readiness, capacity, and commitment to the improvement process.
- Establish needs assessment of the TTIPS district's systems of support, formative assessment processes, use of data, and professional development program.
- Support TTIPS campus leadership teams in conducting a required needs assessment that includes assessment of staff quality; determination of compliance with class size limitations; the assessment of the quality, quantity, and appropriateness of instructional materials; and the availability of technology-based instructional materials.
- Use feedback from needs assessment(s) to create individualized professional development for the TTIPS campus/district trainings, and aggregate findings to inform statewide TTIPS training.

1.6.3 TTIPS Direct Service

The intensive and direct services within the TTIPS project strand require individualized support and technical assistance from the contractor, optimally through the PSP and center staff support specialists. Direct service and technical assistance to TTIPS campuses must be proactive, timely, and ongoing.

Direct services are individualized to the TTIPS campus; are built upon local needs, strengths and resources; and are delivered through a positive relationship between the contractor, PSP, staff and campus/district teams.

A successful contractor shall deliver the following direct and individualized services to TTIPS campuses:

- Provide regular on-site presence on the campus through the PSP for observation, coaching, modeling and guidance. The PSP shall have workload that allows for a 24-hour response time to correspondence from campuses in their service.
- Provide direct instruction and coaching in the use of data and assessments to inform improvement planning that addresses identified gaps, educator effectiveness, and classroom practice.
- Maintain an active and engaged role in developing an improvement plan that is inclusive of the turnaround principles and critical success factors. Maintain an active and engaged role in implementation of an improvement plan and assessing outcomes resulting from implementation.
- Support the TTIPS campus leadership team in designing professional development for instructional staff, strategies for teacher recruitment and retention, incentives for highly qualified teachers, and interventions for specific teachers.
- Guide and support principals on implementation of effective teacher observation and feedback strategies. Such observations are targeted at teacher actions, student engagement, effective use of questioning, alignment with the Texas Essential Knowledge and Skills (TEKS), and instructional rigor. The observation protocol results in immediate feedback to the teacher and determination of ongoing and job-embedded professional development.
- Develop and deliver specialized professional development activities individualized to the campus and/or professional learning communities within the campus. Professional development activities must include supplemental and follow-up activities.
- Provide one-on-one support and reinforcement of training for campus and district leaders.
- Provide technical support for each grantee on the components of their approved grant application.
- Support the TTIPS grantees in preparing and assessing grant required reporting. Ensure full participation in regular progress reporting conferences including the campus leadership team, district coordinator, PSP, service and support center specialist, and TEA.
- Conduct comprehensive site visits that convene the ESCs and the service and support center specialist, PSP, district and campus leaders, and TEA representation; as needed and appropriate to ensure campus progress toward improvement. In coordination with TEA, the support and service center will design a site visit process which allows for systematic assessment of the quality of the program and its implementation according to the approved application. Site visit reporting will include an assessment of progress toward goals established in the grant application.

1.6.4 Training

The contractor must develop and implement a comprehensive training program, including mechanisms for statewide delivery in accordance with standards from the Department of Education and the Texas Education Agency. Training will be designed to assist schools in designing and implementing high-quality and sustainable programs.

The comprehensive training program proposed should provide a diversified method of delivery (face-to-face, online) and address multiple intended audiences (statewide, regional, role-specific, program-specific).

In developing the training program, proposers should plan for adequate resources to coordinate, supplement, and report on trainings. These resources include those for: recruiting training participants, logistics coordination, information technology needs, travel and venue costs, print assets, required session evaluation administration, participation tracking, and outcomes reporting.

All training developed and delivered through this contract must be consistent with scientifically-based research. Scientifically-based research is research that involves the application of rigorous, systematic, and objective procedures to obtain reliable and valid knowledge relevant to education activities and programs.

A successful contractor will develop and deliver a training program inclusive of the following:

- Statewide conference focused on elements of the accountability, intervention and improvement process. The conference will include tracks suitable for all audiences engaged in the process, including: district coordinators of school improvement, campus leaders, PSPs, ESC turnaround staff.
- Statewide conference specific to TTIPS implementation. Conference tracks will incorporate modules that address overall grant management, financial management, rules and regulatory guidelines, sustainability, annual operation plans, strategic planning, capacity building, program implementation, student impact, formative assessment, ongoing monitoring and required reporting.
- Pre-service and in-service training for ESCs and the service and support center staff and all PSPs to ensure fidelity to the framework, shared expertise in the turnaround principles and critical success factors.
- Regional trainings for identified schools related to: required interventions, indexes of the accountability system, campus improvement planning, turnaround principles and critical success factors.
- ESC Turnaround Team targeted trainings that utilize a Trainer-of-Trainers model designed to enable ESCs to replicate the learning in each education service region with schools in the accountability and interventions process.
- Institutes, conferences or training modules specific to required LEA structures and roles for schools in the improvement process, including: district coordinator of school improvement training, campus leadership team training, district turnaround office training.
- Topical and specific training modules based on aggregate findings from campus needs assessments.
- Topical and specific training modules, and/or a model peer school site visit program that capitalizes on lessons learned and promising practices from successful high-implementers in the school improvement process.
- Processes for issuing Continuing Professional Education (CPE) units that meet the standards of the State Board of Educator Certification (SBEC) professional development.

1.6.5 Resource Development and Distribution

With the complexity of information that must be shared on a statewide scale, it is necessary to disseminate resources in addition to what is delivered through direct service and face-to-face training. It is desired that all resources are published electronically on a publically available website. Resources on the website must be clearly and logically curated, easily accessible and navigable. Ideally, ESC's website will be inclusive of all published resources, offering a "one-stop-shop." Resources that must be hosted outside of the service and support center website, such as linking to relevant and high-value external sites or external platforms; shall present minimal barrier to entry. The use of login and subscription-based accesses are discouraged and require a strong justification be submitted to TEA for consideration.

The TEA requires assurances from the contractor with regard to all resource publication or dissemination:

- a) All resources targeted for publication/dissemination must have TEA approval prior to dissemination.
- b) The contractor must prepare resources with a detailed oversight in editing and proofreading, prior to submitting to TEA for approval.
- c) The contractor must allow 10 business days for TEA review. This period does not guarantee approval in the first round of review and may be returned for changes.
- d) The contractor must accept all TEA requested edits and content changes resulting from review and resubmit for a subsequent review period.
- e) All published/disseminated resources must have a TEA logo. Some resources may require a TEA copyright statement.
- f) All resources/materials must be developed in accordance with ADA requirements.

A successful service and support center will develop and disseminate an array of resources, using a variety of media, which may include, but is not limited to the following:

- Training modules, Trainer of Trainers modules.
- Online courses, distance learning programs.
- Promising practice research publications.
- Technical assistance guidance documents specific to grant or program implementation.
- Guidance documents specific to the accountability and intervention system.
- Guidance documents topically focused on turnaround principles; e.g.: assessment of staff quality, principal retention, teacher leader programs, classroom observation, data-driven instruction, conducting data meetings coaching, data meeting coaching.
- Graphics/infographics illustrating the accountability and interventions framework elements.
- Multi-component toolkits including reproducible.
- Video documentation of successful high-implementers from across the state.
- Instructional or orientation videos featuring ESCs and the service and support center? staff.
- Recorded technical assistance and/or policy webinars.
- Contact lists/directories to facilitate ease of communications across the state.
- Calendaring and alerts related to grant or program required due dates, upcoming events.
- Informational home pages/landing pages communicating an overview of programming to the general public.

- Dedicated web pages or site for the PSP network resources, communication and collaboration.

1.6.6 Communications

While the service and support center website exists as a central hub for publishing and accessing information, the program requires additional targeted communications to ensure ongoing and continuous support.

A successful contractor will utilize the following communication strategies:

- Provide ongoing and regular individual phone communications, email, face-to-face meetings, and leadership mentoring in the intensive TTIPS direct service delivery.
- Accomplish statewide outreach through the use of telecommunications systems, such as the regional Texas Education Telecommunications Network (TETN).
- Participate in, and contribute to TEA regularly scheduled TETNs for ESCs.
- Accomplish targeted group communications through webinars and teleconferencing.
- Issue periodic (quarterly) newsletters specific by role and grant/program.
- Convene and facilitate meetings with TEA, ESCs and the service and support center to continue efforts to align interventions, coordinate statewide technical assistance and leverage resources.
- Convene and coordinate subcommittees/communities of practice to discuss new initiatives, solicit feedback on service center performance, collaboratively develop resources, plan trainings and conferences, share reports of success and areas of need.

1.6.7 Support TEA monitoring, reporting and compliance efforts

As the State Education Agency and fiscal agent of ESEA, Title I A programs in Texas, TEA is responsible for policy and program compliance and is accountable to USDE. Program required campus/district reporting is the responsibility of TEA. TEA issues official communication related to required reporting, including reporting templates and due dates. All reporting methods, requirements, templates and timelines undergo extensive review at TEA through the state Data Governance Board, and are subject to USDE approval and audit.

The service and support center or its subcontractors may not issue supplemental report requests, modified reporting templates, or alternative reporting guidance. These actions risk a compromise to the integrity of the review and approval process, introduce duplication, impose an undue burden, or create delays and errors in official reporting.

The center will support campuses and districts in completing required reporting, and assist TEA in developing state plans and federal reporting. Activities include:

- Work with TEA in the revision of the ESEA waiver.
- Work with TEA to align the statewide district and campus snapshot processes/procedures to the state accountability and intervention system and critical success factors.
- Work with TEA to contribute to reporting template development and to provide feedback on developed template efficacy in the field.
- Participate in and co-facilitate reporting and other regulatory training sessions provided by TEA.
- Reinforce required reporting due dates, and provide guidance to campuses in methods to locate data sources, design data collection systems, and balance workload/assign personnel to the tasks of reporting.

- Provide direct assistance to campuses/districts in interpreting data and developing supporting narrative reporting that is comprehensive and concise.
- Provide assistance to campuses/districts creating locally developed and administered tools to support reporting areas, such as: student, parent, and educator surveys; focus group facilitation toolkits.
- Participate in ongoing communication with campuses/districts and TEA to coordinate required on-site monitoring visits.
- Examine and assess the required priority school staff effectiveness reviews.
- Examine and assess the priority school 2014-2015 campus improvement plans and evaluate the application of turnaround principles and critical success factors.
- Fully engage as a required participant in TTIPS reporting period conferences.
- Fully engage as a required participant in TTIPS comprehensive annual on-site visit.
- Work with TEA, as needed, to contribute to reporting template development and to provide feedback on developed tools and their efficacy in the field.
- Participate and co-facilitate reporting and other regulatory training sessions provided by TEA.
- Notify TEA immediately of a campus/district failure to implement required programming, or issues of noncompliance that is witnessed during the regular course of service and support center activities.
- As requested, provide feedback on LEA submitted reports for added verification or clarification.

1.7 DELIVERABLES

The proposer shall design a scope of work that includes activities from each of the major areas outlined in the preceding section: Staffing and Statewide Structures, TTIPS Assessment and Planning, TTIPS Direct Service, Training, Resource Development and Dissemination, Communications, Support TEA Monitoring, and Contractor Performance Reporting.

The specific tasks and products listed below must be delivered under the awarded contract, and are not at the discretion of the proposer:

- Identify a Professional Service Provider assigned to each TTIPS school.
- Deliver a comprehensive Professional Service Provider training.
- Deliver a statewide Professional Service Provider approved list from which priority schools may select a provider.
- Deliver TTIPS school pre-assessment and needs assessments.
- Conduct a comprehensive annual site visit at each TTIPS school.
- Submit comprehensive annual site visit report for each TTIPS school.
- Deliver a statewide conference focused on elements of the accountability, intervention and improvement process.
- Deliver the statewide TTIPS conference.
- Document training delivered to reach schools required to engage in the accountability and interventions process.

- Deliver a District Coordinator of School Improvement training.
- Deliver a Campus Leadership Team training.
- Produce and maintain a service and support center website
- Produce and publish program implementation guidance resources (6 products minimal).
- Produce and publish topical guidance resources (6 products minimal).
- Publish and produce accountability and interventions system guidance resources (6 products minimal).
- Produce and maintain a program and services informational homepage.
- Produce and publish statewide directories for center contacts, ESC contacts, PSP contacts.
- Produce and publish annual program calendars.
- Produce and issue quarterly program newsletters for TTIPS schools.
- Submit reporting on the assessment of required priority school staff effectiveness reviews.
- Submit reporting on the assessment of the priority school 2014-2015 campus improvement plans.
- Attend all TTIPS campus quarterly conferences.
- Submit all quarterly contractor performance reports.
- Attend all quarterly contractor performance conferences.

1.7.1 DESIRED OUTCOMES

The following desired outcomes are indicators that the services delivered through this contract are effective in addressing deficiencies and closing the achievement gaps of schools required to engage in the TAIS process; including Texas Title I priority and focus schools, and the TTIPS campuses.

- Targeted schools will demonstrate a change in the instructional behavior of teachers, resulting in improved learning outcomes of students.
- Targeted schools will demonstrate improvement on student achievement in math and reading.
- Targeted schools will demonstrate improvement on non-academic indicators of campus performance (attendance, parent participation, discipline).
- Targeted schools will rate satisfaction with the service and support center higher after services are provided.

1.8 COLLABORATION ASSURANCES

TEA expects the contractor to work collaboratively with the appropriate TEA staff, local education agencies and other TEA service providers related to this project in order ensure the most current and accurate information and services are delivered. This includes the following roles and responsibilities:

- a. Relay information from TEA and related service providers regarding policy and programming to participating campuses/districts, ESCs and other stakeholders.
- b. Maintain service and support center participation in TEA and/or other required trainings.
- c. Comply with all TEA assurances for resource/product review, publication and dissemination as described in the section 1.5.

The TEA staff will assume the following roles and responsibilities:

- a. Work with the contractor as needed to provide information on changes in legislation, reporting needs, program activities and any other activities that may affect the focus school support program;
- b. Work with the contractor to address unforeseen developments, identify problems, and propose solutions;
- c. Review and approve all program reporting, convene and conduct reporting period conference calls in a timely fashion;
- d. Monitor the ongoing work of the contractor as outlined in the negotiated contract to ensure compliance with contract terms;
- e. Approve quarterly invoices in a timely fashion.

1.9 REQUIRED REPORTING

Contractor Performance Reporting

The proposal shall describe the necessary staffing resources and systems necessary to provide performance reporting on the program delivered by the service and support center. Progress reports will be due the 10th day following the close of a quarterly reporting period.

Contractor performance reporting requirements include:

- Establish performance targets to be reached quarterly through the life of the contract. Performance targets will be developed during the contract negotiation process.
- Submit quarterly implementation and outcome reporting in a format developed by TEA. Quarterly reporting will include, but not be limited to:
 - Outline of major activities accomplished during the prior reporting period;
 - Outline of major activities planned for the next reporting period;
 - Descriptive data and narratives highlighting the outcomes of major activities;
 - Records of any school on-site visits conducted during the reporting period. Site visit records shall include: site visit dates, times, agenda, campus/district name, participant names, participant roles.
 - Records of training events completed during the reporting period. Training records shall include: training dates, times, agendas/training plan, training format (online, face-to-face), campuses/districts invited, campuses/districts in attendance, participant names, participant role;
 - Records of resources developed and published, website updates and enhancements.
 - Quantitative and qualitative reporting related to changes in school performance levels.

- Conduct quarterly conferences with TEA to discuss previous quarter activities and deliverables, progress toward performance targets, corrective actions, needs, next quarter targets, and resources/projects in development.
- Submit regular invoicing that is consistent with the level of activity and deliverables completed during an established billing period.

SECTION TWO

GENERAL INSTRUCTIONS AND STANDARD PROPOSAL REQUIREMENTS

PROPOSAL SUBMISSION, DATE, AND TIME

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

Friday, June 13, 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, RFP number, and closing date prominently visible on the envelope/package. If multiple envelopes/boxes are used, the proposer should indicate on the package "*specific item # of total # of items.*"

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

2.1.1 Receipt of Proposals

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

Method of Submittal

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

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

2.1.2 Purchasing, Contracts and Agency Services (PCAS)

TEA's PCAS is open Monday through Friday, 8:00 A.M. to 5:00 P.M., excluding holidays. Proposals will not be considered if received in PCD after 2:00 P.M. (Central Time) on the closing date. PCD is located on the 2nd floor of the William B. Travis Bldg., 1701 N. Congress (at 17th St. and N. Congress, two blocks north of the Capitol) in Rm. 2-125, Austin, TX 78701-1494. Please note that all TEA visitors must register with the TEA Receptionist Desk and receive a visitors badge to visit any area of the agency. In addition, all visitors must be escorted by a TEA employee to the respective area. Be sure to incorporate time for parking and the reception desk when delivering proposals in person. 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

1. One signed original (clearly marked original) of the complete response, including one signed original of the HUB Subcontracting Plan;
2. One signed copy (clearly marked copy) of the complete response, including one signed copy of the HUB Subcontracting Plan;
3. Four Flash/thumb drives clearly marked with vendor name containing the complete bid response. (Attachments not included in the hardcopy original will not be considered).

Paper responses must be bound in a 3-ring binder and the cover of the binders must reference "RFP #701-14-043" and include the name and address of the responding Vendor.

NOTE: Flash Drive(s) must be securely fastened in the 3-ring binder marked *original*.

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

Photocopying is not available at TEA.

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

2.1.4 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 Monday, May 19, 2014, to the TEA Purchasing and Contracts Division via email; TEAContracts@tea.state.tx.us or by FAX (512) 475-1706. Failure to notify the Agency of the intent to submit a proposal will not disqualify the proposer from submitting a proposal.

2.2 EXPECTED SEQUENCE OF EVENTS/CRITICAL DATES

DATE	EVENT
Friday, May 16, 2014	Publication of Request for Proposals on the electronic state business daily at http://esbd.cpa.state.tx.us/
Friday, May 23, 2014	Notice of Intent to submit a proposal is due in the TEA Purchasing & Contracts Division by the specified date & time
Thursday, May 29, 2014	Last day to submit written questions about the RFP to TEA, no later than 5:00 P.M., CT
Thursday, June 5, 2014	Answers to questions posted on electronic state business daily at http://esbd.cpa.state.tx.us/
Friday, June 13, 2014	Proposal is due in the Purchasing & Contracts before 2:00 P.M., CT
Monday, June 16 through Monday, June 23, 2014	Evaluation process, oral presentations, and /or negotiations
Tuesday, June 24, 2014	Selection of Proposer
Tuesday July 15, 2014	Beginning date of contract and commencement of work
August 31, 2015	Ending date of contract and final product submitted to the TEA with final billing

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

2.3 QUESTIONS RECEIVED PRIOR TO OPENING OF PROPOSALS

Any person wishing to obtain clarifying information about this Request for Proposal may contact:

Kay Wagner

TEAContracts@tea.state.tx.us

(Written documentation of all vendor interaction is required.)

2.3.1 Requests for Additional Information

In order to ensure order to assure that no prospective proposer may obtain a competitive advantage because of acquisition of information unknown to other prospective proposers, any additional information that is different from or in addition to, information provided in the Request for Proposal or at the Proposer's Conference will be provided only in response to written inquiries. Copies of all such inquiries and the written answers will be posted as an addendum to the Request for Proposal at the Electronic State Business Daily (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 RFP is advertised. The respondent's failure to periodically check the ESBD will in no way release the selected vendor from "addenda or additional information" resulting in additional cost to meet the requirements of the RFP. **NO PHONE INQUIRIES WILL BE ACCEPTED.**

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

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

2.4 STANDARD PROPOSAL REQUIREMENTS

- Proposals that address only part of the requirements contained in this Request for Proposal may be considered non-responsive.
- Texas Education Agency reserves the right to reject any and all proposals and to negotiate portions thereof including the submitted cost proposals/budget.
- 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.
- The Contractor must work with the Agency staff to clarify the design of the materials, project design, project activities, and/or other products, and modify these items if necessary.

2.5 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

2.6 DISCLOSURE OF PROPOSAL CONTENT

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

2.7 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PLAN

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

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 RFP.

- If the Proposer is a HUB, a HSP is still required in order to identify the percentage of the work to be performed by subcontractors.
- If the Proposer (HUB or non-HUB) is not subcontracting any portion of the work, the Self Performance portion of the HSP must be completed and returned with the proposal response.

The HUB Subcontracting goal for this procurement is 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 15th day of the following month. The PAR is required to be submitted monthly, even if no activity occurred for the month. Reports may be submitted electronically or by fax.

2.7.1 How to Find Texas Certified HUBs for Subcontracting Opportunities

Use the Comptroller'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/cmbml/cmbmlhub.html>
2. Search: ☉ HUBs on CMBL & HUBs not on the CMBL
3. **Selection 1:**
Class Code: # 924 Educational/Training Services
Item: # 05 [Description]
District: # _____ (Leave blank to search all 25 Districts in Texas)

Selection 2:
Class Code: # 924 Educational/Training Services
Item: # 18 Educational Services, Alternative
District: # _____ (Leave blank to search all 25 Districts in Texas)

Selection 3:
Class Code: # 924 Educational/Training Services
Item: # 19 Educational Research Services
District: # _____ (Leave blank to search all 25 Districts in Texas)

Selection 4:

Class Code: # 924 Educational/Training Services

Item: # 64 Partnering Workshop Facilitation Services

District: # _____ (Leave blank to search all 25 Districts in Texas)

Selection 5:

Class Code: # 924 Educational/Training Services

Item: # 71 School Operation and Management Services

District: # _____ (Leave blank to search all 25 Districts in Texas)

4. Click Submit Search

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

2.8 CONFLICT OF 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 RFP must disclose all business interest and all relationships (i.e. previous employment, personal relationships etc.) that could be considered to pose possible conflicts of interest in the proposer's performance of contract obligations. In addition, Proposers must represent and warrant in its response to this RFP and in the contract that in the performance of services under the contract, (1) proposer does not have and will not have any actual, 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.

If the circumstances certified by Respondent change or additional information is obtained subsequent to submission of proposals, by submitting a response Respondent agrees that it is under a continuing duty to supplement its response under this provision and that the duty to disclosure of any conflicts of interest is an ongoing obligation throughout the term of the contract. Respondent shall submit updated information as soon as reasonably possible upon learning of any change to their affirmation.

SECTION THREE PROPOSAL FORMAT AND CONTENT

3.1 PROPOSAL FORMAT AND CONTENT

Proposals must be written entirely on 8 ½" X 11" white paper and must be limited to 30 pages not including appendices and attachments. Proposals should be stapled in the top left corner or if bound may be bound in no more than a 3-ring binder. Proposals must be submitted in a manner which does not carry any benefit, keepsake, or value for members of the review panel.

3.1.1 Proposal Cover Page

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

3.1.2 Response Checklist

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

<input type="checkbox"/>	RFP Cover Sheet	Sec. 3.1.2/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
<input type="checkbox"/>	Cost Proposal	Sec. 3.5
<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
<input type="checkbox"/>	Schedule of Task Completion	Attachment F
<input type="checkbox"/>	Management Plan Summary Table	Attachment G

3.2 UNDERSTANDING OF THE PROJECT AND METHODOLOGY

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

The Proposer must describe clearly, specifically, and as completely as possible, the methodology for carrying out the objectives and requirements of the project as described in this RFP. (If applicable, the proposer must also describe the training program, staff development, and curriculum design.)

The proposal must describe the project design, project activities, materials, and other products, services, and reports to be generated during the contract period and relate them to the stated purposes and specifications described in the Request for Proposal. Technical evidence relating to the proposer's ability to perform the proposed services must be appended to the proposal.

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

It is recommended that proposers use clear headings to indicate the Understanding of the Project and Methodology section of the proposal. Additionally, within this section, proposers should address each of the key activities described in section 1.5 of this RFP, using subheadings for the areas of: Staffing and Statewide Structures; TTIPS Assessment and Planning; TTIPS Direct Service; Training; Resource Development and Distribution; Communications; Support TEA Monitoring, Compliance and Reporting; and Contractor Performance Reporting.

3.3 MANAGEMENT PLAN FOR THE PROJECT

The proposer must provide satisfactory evidence of capability to manage and coordinate the types of activities described in the RFP and to produce the specified product or service on time. The Management Plan section shall contain a narrative portion and a summary table.

In narrative portion of the Management Plan proposers shall provide information on qualifications to accomplish the described tasks, proposers must include in this section the following information:

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

If the proposer will be hiring new personnel to fulfill the terms of an awarded contract, the proposer shall fully describe the qualifications and experience required for the positions requiring new personnel.

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

It is recommended that proposers use clear headings to indicate the Management Plan section of the proposal, and in addition to the narrative; include a Management Plan Summary Table utilizing the format shown in Attachment G.

3.4 TASK/ACTIVITY PLAN

Proposer must plan for a project starting date of no earlier than July 15, 2014, and an ending date of no later than August 31, 2015. The proposer must submit a Task/Activity Plan specifying to the degree possible the tasks and activities which are to be undertaken in the project. Activities must be sufficiently designed and outlined in the Task/Activity Plan to provide reasonable assurance that satisfactory services and products will be delivered. Any services described in the Task/Activity Plan should include sufficient detail to understand the method of delivery that will be used, frequency of any planned recurring services, and audience to receive the services.

Time frames showing beginning and ending dates for each major activity are to be included, and should be specific to the level of the month and year of start and end date for each activity. Time frames must be logical and appropriate to complete all activities, and fall within the beginning and ending dates of the contract. Services described Schedule of Activities shall have start and end dates that indicate a discrete time frame for activity and delivery of a completed product/service. Services with a timeline that spans the entire term of the contract would lack sufficient specificity to understand when the proposer will deliver. Any general and ongoing service that cannot be expressed with a discrete timeline and delivery date should explained in the narrative portion of the proposal as a methodology and not necessarily a scheduled activity.

It is recommended that proposers use clear headings to indicate the Task/Activity Plan section of the proposal, and utilize the format shown in Attachment F.

Any general and ongoing service that cannot be expressed with a discrete timeline and delivery date should be explained in the narrative portion of the proposal as a methodology and not necessarily a scheduled activity.

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 E, Suggested Format for Budget Summary and Expenditure Report).

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, 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 PROPOSAL

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 Proposal. A proposer who is in default or otherwise not in good standing under any other current or prior contract with TEA at the time of selection will not be eligible for award of this contract. TEA will base its selection on, among other things, demonstrated competence, qualifications of the proposer, past vendor performance, and the proposed budget/cost. All state agencies report unsatisfactory vendor performance on purchases over \$25,000. Agencies report satisfactory and exceptional vendor performance to assist in determining best value. In accordance with Texas Government Code, §2155.074 and §2155.75, vendor performance may be used as a factor in future contract awards.

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

CATEGORIES	POSSIBLE POINTS
A. Quality of Technical Component: 1. Adequacy and appropriateness of project design (20) 2. Understanding of accountability and interventions systems, turnaround principles and improvement strategies (10) 3. Clear description of details for carrying out project (10)	40
B. Quality of Task/Activity Plan: 1. Activities are of sufficient scope and detail to provide evidence of satisfactory delivery of services and products (15) 2. Logical and appropriate time frames for completing project objectives (10)	25
C. Quality of Management Component: 1. Experience of organization in managing education projects of similar scope and scale to that described in this RFP (10) 2. Personnel qualifications, including appropriate combination of	20

programmatic, administration, and technical skill sets and experience (10)	
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
TOTAL	100
CATEGORIES	POSSIBLE POINTS

4.2.1 Preference(s)

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

RFP # 701-14-043

Texas District and School Improvement Support Center

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

PLEASE SUBMIT THIS NOTICE BY E-MAIL OR FAX AS SOON AS POSSIBLE AFTER RECEIPT OF THE RFP, BUT NOT LATER THAN, Friday, May 23, 2014 TO:

TEAContracts@tea.state.tx.us
 Texas Education Agency
 Purchasing and Contracts 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 Proposal is incorporated in this Contract by reference. The provisions of this Contract shall prevail, however, in all cases of conflict arising from the terms of Contractor's proposal whether such proposal is a written part of this Contract or is attached as a separate document.

G. **Requirements, Terms, Conditions, and Assurances:** The terms, conditions, and assurances, which are stated in the Request for Proposal, in response to which Contractor submitted a proposal, are incorporated herein by reference for all purposes, although the current General Provisions shall prevail in the event of conflict.

H. **Records Retention 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 the 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 prewritten 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 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 83rd 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 Contracts and Purchasing Division. This protest procedure shall be the exclusive method by which anyone may make a challenge to any aspect of the Agency's contracting process. The Agency will not be required to consider the merits of any protest unless the written protest is submitted within ten (10) working days after such aggrieved person knows, or reasonably should have known, of the occurrence of the action which is protested. The protest document must meet with all requirements in applicable law and Agency's rules (Title 19 of the Texas Administrative Code, at § 30.2002) <http://ritter.tea.state.tx.us/rules/tac/index.html>.

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

FF. Liability for and Payment of Taxes: Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Contractor or its employees. TEA shall not be liable for any taxes resulting from this Contract.

GG. Severability: In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, the invalid provision will be deemed severable and stricken from the Contract as if it had never been incorporated herein. The remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

HH. Conformance: The Contractor warrants that all goods and services furnished shall conform in all respects to the terms of this Contract, including any drawings, specifications or standards incorporated herein, and any defects in materials, workmanship, and free from such defects in design. In addition, respondent warrants that goods and services are suitable for and will perform in accordance with the purposes for which they are intended.

II. Felony Criminal Convictions: Contractor represents and warrants that Contractor has not and Contractor's employees assigned to TEA projects have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Contractor has fully advised TEA as to the facts and circumstances surrounding the conviction.

- JJ. Criminal Background Checks:** If during the term of this Contract, Contractor, and/or Contractor staff, or subcontractor have access to Texas public school campuses, all Contractor and/or Contractor's staff must submit to a national criminal history record information review (includes fingerprinting) and meet all eligibility standards and criteria as set by Agency before serving in assignments on behalf of the Agency. This requirement applies to all individuals who currently serve or will serve in Agency assignments that have the possibility of direct contact with students. Assignments are contingent upon meeting Agency eligibility standards. Contractor and/or any staff member of Contractor who may perform services under this contract must complete this criminal history review before the beginning of an assignment. If said individuals have not completed this requirement or the review results in a determination that Contractor is not eligible for assignment, this contract will be terminated effective immediately or the date of notice of non-eligibility, whichever is earliest.
- KK. Assignment of Contract:** This Contract may not be assigned, sold, or transferred without the express written consent of the TEA Purchasing and Contracts Division. An attempted assignment after Contract award without the TEA approval will constitute a material breach of contract.
- LL. Buy Texas:** In accordance with Government Code, Section 2155.444, the State of Texas requires that during the performance of a contract for services, Contractor shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state. This provision does not apply if Contractor receives any federal funds under this Contract.
- MM. Excluded Parties List System:** The Texas Education Agency 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 voluntarily 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 RFP ("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/

- 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 document(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 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

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.

Bidder Affirmations:

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

All statements and information prepared and submitted in the response to this RFP 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 RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted in the proposal or bid. 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.

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

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

RFP #: 701-14-043

TITLE OF PROPOSED PROJECT:	<u>Texas District and School Improvement Support Center</u>
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:	<input type="checkbox"/> Check box if proposal being submitted contains proprietary information
ACCEPTANCE OF TERMS AND CONDITIONS:	<input type="checkbox"/> 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

SUGGESTED FORMAT FOR BUDGET SUMMARY AND EXPENDITURE REPORT

2014 Fiscal Year/RTY	2014
Sub-Contract	NA XXXX
NAIS PO	NA 0000000000
Vendor ID	XXXXXXXXXX
Project ID	XXXXXXXXXX
Billing Period	04/01/14 - 03/31/15
Invoice Number	XXXXXX

The information in this expenditure summary report is true, correct, and unpaid. A schedule of budgeted costs shall be submitted separately upon request of the TEA Contract Administrator.

Signature of Contracting Official (Contractor): _____ Date: _____

I am employee of the TEA who has knowledge of the satisfactory delivery of services by the contractor. I certify that these services were rendered to TEA as goods were received by TEA and that they correspond in every particular with the agreement under which they were procured and that the invoice is true, correct, and unpaid.

Signature of TEA Contract Administrator: _____ Date: _____

Task	Sub-Task	Task Description	Sub-Task/Activities	Start Date	End Date	Orig Budget	TEA Approved Adjustments	Percent Change	Approved Adjusted Budget	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Year to Date	Bud Bal
01	01.01							0.00%	-										-
01	01.02							0.00%	-										-
01	01.03							0.00%	-										-
02	02.01							0.00%	-										-
02	02.02							0.00%	-										-
02	02.03							0.00%	-										-
03	03.01							0.00%	-										-
03	03.02							0.00%	-										-
03	03.03							0.00%	-										-
04	04.01							0.00%	-										-
04	04.02							0.00%	-										-
04	04.03							0.00%	-										-
05	05.01							0.00%	-										-
05	05.02							0.00%	-										-
05	05.03							0.00%	-										-
06	06.01							0.00%	-										-
06	06.02							0.00%	-										-
06	06.03							0.00%	-										-
07	07.01							0.00%	-										-
07	07.02							0.00%	-										-
07	07.03							0.00%	-										-
TOTAL																			
01	N/A		Subtotal 01					0.00%	-										-
02	N/A		Subtotal 02					0.00%	-										-
03	N/A		Subtotal 03					0.00%	-										-
04	N/A		Subtotal 04					0.00%	-										-
05	N/A		Subtotal 05					0.00%	-										-
06	N/A		Subtotal 06					0.00%	-										-
07	N/A		Subtotal 07					0.00%	-										-
TOTAL																			

CHECK

SCHEDULE OF TASK COMPLETION

Title of Proposed Project:	
Proposer Organization (Name):	
Begin Date:	
Ending Date:	

Task/Activity Numbers	Projected Completion Date	Projected Cost
Task 1 (title or description)		
Activity 1.1		
Activity 1.2		
Total Task 1		
Task 2 (title or description)		
Activity 2.1		
Activity 2.2		
Total Task 2		
Task 3 (title or description)		
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.

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

ATTACHMENT G

ATTACHMENT G: Format for MANAGEMENT PLAN SUMMARY TABLE

The proposer shall create a table following the format below and add as many rows as are necessary to summarize personnel that will be contributing time and effort to the project. The table shall be supplemented by the Management Plan narrative section.

RFP No.: 701-14-043

MANAGEMENT PLAN SUMMARY TABLE

Title of Position		Responsibility on this project	Estimated % time on project
1			



HUB SUBCONTRACTING PLAN (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders contracts,**
- **32.7 percent for all special trade construction contracts,**
- **23.6 percent for professional services contracts,**
- **24.6 percent for all other services contracts, and**
- **21 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

SECTION 1 RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: _____ State of Texas VID #: _____
Point of Contact: _____ Phone #: _____
E-mail Address: _____ Fax #: _____
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No
- c. Requisition #: _____ Bid Open Date: ____/____/____
(mm/dd/yyyy)

Enter your company's name here: _____

Requisition #: _____

SECTION 2 SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☐ - **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b, of this SECTION and continue to Item c of this SECTION.)

☐ - **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If **No**, continue to SECTION 3.)

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

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have had contracts in place for <u>five (5) years or less</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have had contracts in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

☐ - **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have had contracts in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

☐ - **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

SECTION 3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- ☐ - **Yes** (if **Yes**, in the space provided below **list the specific page(s)/section(s)** of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- ☐ - **No** (if **No**, in the space provided below **explain how** your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

SECTION 4 AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature

Printed Name

Title

Date

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

HSP Good Faith Effort - Method A (Attachment A)

(Rev. 10/11)

Enter your company's name here: _____ Requisition #: _____

IMPORTANT: If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-A.doc>

SECTION A-1 SUBCONTRACTING OPPORTUNITY

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

Item #: _____ Description: _____

SECTION A-2 SUBCONTRACTOR SELECTION

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

Company Name	Texas Certified HUB	VID # (Required if Texas Certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

(Rev. 10/11)

Enter your company's name here: _____ Requisition #: _____

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

SECTION B-1 SUBCONTRACTING OPPORTUNITY

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

Item #: _____ Description: _____

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

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

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

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

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person.

When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers.

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

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

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency.

A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>

- d. Enter the name of the minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

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

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

Enter your company's name here: _____ Requisition #: _____

SECTION B-4 SUBCONTRACTOR SELECTION

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

Company Name	Texas Certified HUB	VID # (Required if Texas Certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

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

REMINDER: As specified in **SECTION 4** of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

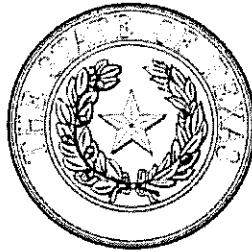
HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, the respondent must provide notice of each of its subcontracting opportunities to minority/women trade organizations or development centers at least seven (7) working days prior to submitting its bid response to the contracting agency.

We respectfully request that vendors interested in bidding on the subcontracting opportunity identified in **Section C** reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

Section A		PRIME CONTRACTOR'S INFORMATION	
Company Name:		State of Texas VID #:	
Point-of-Contact:		Phone #:	
E-mail Address:		Fax #:	
Section B		CONTRACTING STATE AGENCY AND REQUISITION INFORMATION	
Agency Name:			
Point-of-Contact:		Phone #:	
Requisition #:		Bid Open Date:	
Section C		SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION	
1.	Potential Subcontractor's Bid Response Due Date:	<p>Our firm must receive your bid response to this subcontracting opportunity no later than 5:00 P.M., Central Daylight Standard Time on: _____</p> <p style="text-align: right;">(Date)</p> <p>(Note: In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to <u>at least three (3)</u> Texas certified HUBs, and allow the HUBs <u>at least seven (7) working days</u> to respond to the notice prior to submitting our bid response to the contracting agency. In addition, we must provide the same notice to minority/women trade organizations or development centers <u>at least seven (7) working days</u> prior to submitting our bid response to the contracting agency.)</p>	
2.	Scope of Work:		
3.	Required Qualifications:		
	<input type="checkbox"/> - Not Applicable		
4.	Bonding/Insurance Requirements:		
	<input type="checkbox"/> - Not Applicable		
5.	Location to review plans/specifications:		
	<input type="checkbox"/> - Not Applicable		



**Texas Education Agency
Addendum No. 1
June 5, 2014
RFP No.: 701-14-043**

Texas District and School Improvement Support Center

**RFP Closing Date: Friday, June 13, 2014
Closing Time: 2:00 PM**

Question: Section 1.6.2 states, "A successful contractor shall: Conduct pre-assessment of TTIPS grantees' readiness, capacity, and commitment to the improvement process." Given that TTIPS grantees may be awarded prior to the selection of a contractor, what is meant by the term "pre-assessment"? Will the 2014-15 school year be a planning year, or will campuses be expected to fully implement in the 2014-15 school year?

Answer: The TTIPS 2014-2015 year will be a full implementation year and not a planning year.

TTIPS grantees in a newly awarded cycle are selected through a competitive review process using independent and external reviewers. TEA and its technical assistance providers do not serve as application scorers.

However, once grantees are selected for award, it is the expectation that the contractor will be meeting with the selected campus teams to assess their readiness and capacity to implement strategies to which they have committed in their grant. The contractors may plan individualized supports and make recommendations to campus teams based on assessed gaps between the campuses' goals and current assets.

Assessment, guidance and support should be ongoing as grantees continue in the improvement process and establish annual goals each year.

For greater understanding, the term "pre-assessment" may be replaced with "ongoing assessment".

Question: Section 1.6.2 states, "Support TTIPS campus leadership teams in conducting a required needs assessment that includes assessment of staff quality; determination of compliance with class size limitations; the assessment of the quality, quantity, and appropriateness of instructional materials; and the availability of technology-based instructional materials." Given that all TTIPS applicants were required to complete a needs assessment prior to applying, what is the agency's expected timeline for implementing this activity?

Answer: While needs assessments are completed by TTIPS prospective grantees in their application, these assessments are a critical element in the next steps of a process to set aligned performance targets.

The Texas state plan for School Improvement Grants stipulates that upon selection and negotiation of the grant, TEA and / or the state selected technical assistance provider will guide each grantee through the process of setting rigorous, attainable and aligned performance targets that will lead to significant progress in turning around the school.

Given an anticipated contract award date of July 15, 2014, proposers should describe a strategy to provide TTIPS grantees with some initial supports related to needs assessment and establishing aligned performance targets, to be completed prior to the start of the 2014-2015 school year.

Beyond this, needs assessment elements shall be a part of ongoing and dynamic reassessment as campuses move through an improvement continuum. In addition to services delivered during the selection and negotiation process related to needs assessment and aligned performance targets, the contractor is expected to provide guidance and support around these elements on an ongoing basis throughout the TTIPS implementation period.

Question: Will the proposing company be trained by TEA regarding the required compliance reports and submissions that are the responsibility of districts and schools receiving TTIPS funds?

Answer: Yes. All Title I School Improvement Grants regulations, guidance, and requirements are publically available and published by the U.S. Department of Education. Texas/ TTIPS specific requirements are publically available and published by the Texas Education Agency.

TEA will provide any resources and training necessary to the selected contractor to help establish an in-depth and shared understanding of required compliance reports and submissions.

In addition, it is expected that TEA and the contractor will work collaboratively to design and refine reporting tools to assure they are increasingly accurate, effective, and user-friendly.

Question: On pg. 7 of the RFP, the second bullet in section 1.6.1 states that a successful contractor will staff the center with an adequate number of Professional Service Providers to support each TTIPS school, but then on p. 13 the first bullet in section 1.7 includes "Identify a Professional Service Provider assigned to each TTIPS school" as a specific task that must be delivered under the awarded contract. Is it the expectation of TEA that the PSPs that are identified for and assigned to each TTIPS school will be staff of the center and will be paid by the center or is TEA's expectation that the center will identify the PSP for each TTIPS school and the district will contract with, and pay, the identified PSP to provide the required services to the school under the supervision of the center?

Answer: PSPs are not staff of the District and School Support center. Respondents to this RFP should propose an activity plan in which the center supports a network of PSPs, provides training and resources to PSPs in the network, and provides continuous support to the state to ensure there is an adequate number of PSPs to support the number of targeted schools in improvement. Another source of funds, external to this contract, is used to reimburse PSPs for verifiable services rendered.