

SOW: 701-15-009

STATEMENT OF WORK (SOW)

FOR

**DELIVERABLES-BASED INFORMATION
TECHNOLOGY SERVICES (DBITS)**

***Maintenance, Support, and
Enhancement of***

***Oracle (PeopleSoft) Financial
Application And Custom Developed
Modules***

Texas Education Agency

July 3, 2014



TEXAS EDUCATION AGENCY

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Austin, Texas 78701-1494

DELIVERABLES-BASED INFORMATION TECHNOLOGY SERVICES (DBITS)

STATEMENT OF WORK (SOW): 701-15-009

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WITHOUT EXCEPTION - OFFER MUST BE RECEIVED BY THE TEA PURCHASING & CONTRACTS DIVISION BEFORE:

Tuesday, July 22, 2014 - 3:00 P.M., Central Time

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

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

All Offers must be delivered to the Texas Education Agency Purchasing & Contracts as required by the instructions within this SOW solicitation. 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 SOW, subsequent award, or any results or findings based on information provided or obtained to fulfill requirements of this SOW shall be made without prior written approval of TEA.

NOTE: Failure to formalize the terms of the Offer by signing the Execution of Offer will result in disqualification of the offer contained within the bid package. Offer must identify any General Provisions terms to which Offer takes exception to with the submission of the Offer to this SOW. If an Offer is signed and submitted without including a specific identification of all General Provisions to which the Offeror takes exception, TEA will not negotiate the General Provisions. However, General Provisions that conflict with provisions in the Offeror's underlying contract with the Department of Information Resources will not apply to this solicitation.

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Attachment A – FORMAT FOR OFFER COVER PAGE

Attachment B – PRICING OFFER

Attachment C – ACCESS TO CONFIDENTIAL INFORMATION

Attachment D – VENDOR GUIDE v4.4 (See separate Adobe PDF document)

Attachment E – GENERAL PROVISIONS AND EXECUTION OF OFFER

1. Introduction

It is the intent of the Texas Education Agency (TEA) to solicit Offers to provide Maintenance, Support, and Enhancement of the Oracle (PeopleSoft) Financial Application, ISAS, the Educational Materials (EMAT) and other Custom Developed Modules (in accordance with all requirements stated herein. The Awarded Vendor will provide services to include production support; customer assistance/support; maintenance and security; project management and reporting; software modification, enhancement, testing and performance tuning; special requests; and data changes to fully support the application for the term of the contract.

Two separate pricing proposals are requested as follows:

- Maintenance & Support of the Oracle (PeopleSoft) Financial application (ISAS, and custom modules Cash Receipts (CR), Texas Grant Interface (TGIF) and Expenditure Reporting (ER)
- Maintenance & Support of the EMAT/EVI custom module

2. Background

The Texas Education Agency implemented an Oracle (PeopleSoft) Financial & Supply Chain Management System in fiscal year 1998. The system was customized for the State of Texas and renamed the Integrated Statewide Administrative System (ISAS). Furthermore, the TEA customized the ISAS baseline to meet Agency business rules and needs.

On the effective date of this contract, the architecture supported will be Oracle (PeopleSoft) Financial version 9.1, SP1 and PeopleTools version 8.52.06 with an Oracle 11g, 64 bit database, AIX 6.1, Tuxedo Version 10.3.0.0, 64-bit Patch Level 084, Net Express 5.0, JAVA 1.6.0, Micro Focus COBOL Server Express 5.0 replaced by Net Express 5.0 and Net Express 5.1, and BEA Weblogic 10.3.3. The architecture also includes Windows Server 2008 R2 Enterprise, Crystal Reports 2008 for PeopleSoft, Microsoft Office, and any browser.

The ISAS Financial Application supports modules used to conduct daily Agency business are Asset Management, Accounts Payable, General Ledger including Commitment Control, Inventory and Purchasing. The TEA also developed custom modules including Cash Receipts (CR), the Texas Grant Interface (TGIF), Expenditure Reporting (ER), Educational Materials (EMAT), Educator Certification Interfaces (EC), and Voucher Interfaces. Technical and functional support is provided for each module by working closely with TEA technical and functional teams.

There are four report types in use: SQR, query, Crystal and nVision reports. Oracle (PeopleSoft) baseline delivers many Crystal, SQR, nVision and query reports. However, since ISAS contains many statewide and TEA modifications, TEA has many custom developed reports as follows:

- 1,200 customized query reports, 800 public reports, and the rest are private reports
- 750 existing Crystal reports, including 194 custom Crystal reports
- 13 nVision reports, including 13 layout and 17 drills
- 600 SQR reports (TEA uses 15 routinely and another 10 on an "as needed" basis)
- 106 Custom BI Publisher reports

The Oracle (PeopleSoft) Financial system interfaces to the State Comptroller's Uniform Statewide Accounting System (USAS) that produces the payments to vendors. The TEA internal subsystems are written with PeopleTools and interface to and from ISAS. They process payments for the following subsystems: Child Nutrition Program (CNP), Educational Materials (EMAT), and the Foundation School Program (FSP). Scheduling of batch jobs is performed using 01 master and client. There is also a custom module built with PeopleTools used to record and track Notice of Grant Awards and to process grant payments to sub grantees using the applications, Texas Grant Interface (TGIF) and Expenditure

Reporting (ER). The Expenditure Reporting module is used by internal and external users to request payments and to view payment history information. The CAMRA application, an asset-management, reporting, and accounting system used by Agency investment managers, interfaces with ISAS and is used to create and load journals from the Permanent School Fund (PSF) Division. The Cash Receipts (CR) system is used to record agency revenue such as licensing fees, refunds from grantees and vendors, and other payments to the agency. The system is fully integrated with the ISAS accounting system and TGIF grants application.

The TEA custom TGIF and ER applications, including the TGIF interfaces to other TEA subsystems: eGrants, Application Management System (AMS), Consolidated Entitlement Management System (CEMS), and ISAS.

The interfaces may run daily, weekly, monthly, or as requested. The following statewide interfaces are used: Uniform Statewide Accounting System (USAS), Texas Identification Number System (TINS), State Property Assets (SPA), the Texas State Treasury, Uniform Statewide Payroll System (USPS), Educator Testing Service (ETS) JP Morgan/Chase, American Express, and several publishers such as Houghton Mifflin, McGraw-Hill, etc.

The State Board of Educator Certification (SBEC) has two interfaces:

- SBEC ePay interface to Cash Receipts – Texas educators use the Texas Online ePayment system, accessed through the SBEC Online application, to pay their certification and other SBEC related fees. The ISAS ePay interface to Cash Receipts automates the recording of these fee payments to the ISAS Cash Receipts system.
- SBEC Educator Certification Testing Processes – Texas educators use a vendor provided system belonging to Educational Testing Service (ETS) to register for certification testing, pay testing fees and to take the certification exams. The ISAS Educator Certification (EC) process takes the payments made to ETS by the educators and records them in ISAS. Three files are routinely provided by ETS and processed by the ISAS EC process, including a daily deposit file containing all payments deposited by ETS and received from educators, a weekly file containing test scores for each completed exam, and a monthly invoice containing a record for each exam actually provided to an educator.

The categories for TEA reports include Accounts Payable, Budgeting, Cash Receipts, Cross-references, Expenditures, General Ledger, Grant Draw Down, HUB reporting, Interface, Permanent School Fund, Purchasing, Reconciliations, Requisitions, Security, Vendors, and School Districts.

The vendor is responsible for coordinating the installation and setup of two-tier client mode for approximately 25 power users on their standard desktop or laptop. The two-tier client also includes a query tool the power users like to use to write and run queries.

In May 2009, the Texas Education Agency (TEA) replaced its aging legacy textbook management system, Educational Materials (EMAT). The legacy application relied on outdated software, was expensive to maintain, and was not fully automated. The new EMAT online system was redesigned and built using the PeopleTools development toolkit. EMAT is incorporated into TEA's PeopleSoft Financial system baseline.

EMAT including Educational Materials for the Visually Impaired (EVI) module is the electronic statewide multi-functional instructional materials management system that manages all Texas public education instructional materials and provides reporting and tracking for agency, district, and state users. EMAT processes all Texas public education instructional material requests, orders, payments and deliveries. These instructional material types vary from textbooks, workbooks, Braille, software, large-type, and online materials.

EMAT and its reports are used by state legislators and the State Board of Education, by the internal functional team at TEA, by various staff members at the state's 1,300 independent school districts, and by 112 different publishers and shippers.

Several custom reports were developed to support EMAT and EVI including; 106 BI (XML Publisher) Publisher reports and 20 PeopleTools online reports.

3. Scope

3.1. Objectives

Maintenance, support, and enhancement of the Oracle (PeopleSoft) Financial System include:

- Production support
- Customer assistance/support
- Maintenance and security (not including user account provisioning)
- Project management and reporting
- Software modification, enhancement, testing and performance tuning
- Special requests
- Data changes
- EMAT and EVI modules
- Keep the Oracle (PeopleSoft) Financial Application and PeopleTools in line with current versions

3.2. Description of Services

TEA provides the following as a high-level description of the services required. Selection of the Vendor includes an evaluation of the Vendor's approach and methodology for performing the services described below.

3.2.1 Supervisory

- Ensure the Vendor staff performs all functional requirements as specified in this document.
- Determine and assign Vendor staff resources to all tasks to be performed by the Awarded Vendor staff.
- Supervise and coordinate the work of the Awarded Vendor staff assigned.
- Ensure the Vendor staff follows current system standards for all system modifications.
- Develop and follow a schedule for completing all maintenance responsibilities per this agreement.
- Provide the TEA PMO (Project Management Office) Contract Manager with a Weekly Status Report and a Monthly Invoice Worksheet.
- Serve as the Vendor interface for all business functions related to this agreement, such as invoicing, project approval, etc.
- Ensure the Vendor staff maintains the entity relationship models for each application using Microsoft Visio or some other agreed upon tool.
- Coordinate developer support and resolution of the user acceptance testing schedules and issues.
- Coordinate the performance of operational activities with the TEA PMO Contract Manager.
- Coordinate software releases with the TEA PMO Contract Manager.

3.2.2 General Support

- In coordination with the Data Center Services (DCS) provider, resolve configuration, communication, and all other installation problems encountered by TEA staff with the listed applications.
- Resolve problems and correct defects with the application that the TEA support staff has identified and prioritized. Coordinate release implementation with the TEA PMO Contract Manager.
- Inform the TEA support staff about the impact of new changes on the current development schedule in terms of functionality, dependencies, budgeted and actual hours, and completion dates.
- Monitor and report performance of the application as TEA adds more users to the system.
- Using Microsoft Products, provide written information on all system modifications to the TEA support staff to update the help and end-user documentation.
- Design, code, test, and implement system changes while maintaining the current system standards.
- Support all system changes for the life of the contract.

3.2.3 Application Support

Availability of the application supported by this contract will vary depending on the time of year. In general, the availability of the application should follow TEA's standard production operation requirements (see paragraph 6.1) except for planned system maintenance and software upgrades. Awarded Vendor will perform various tasks to support the application:

- Monitor production environments to ensure users can log into the application and the application can retrieve information from the database.
- Diagnose system problems found by TEA staff or end-users.
- Work with third-party software vendors to resolve problems related to their products.
- In coordination with the DCS provider, provide feedback to TEA in identifying and selecting the best hardware to support the application.
- Using Microsoft Office products, prepare and maintain documentation pertaining to the application, including, but not limited to:
 - System Administrator manual
 - System Developer manual
 - Disaster Recovery documents

3.2.4 Customer Assistance & Support

Customer support includes those activities that ensure all questions from system users are answered, problems are researched, and overall assistance is provided within 24 hours of submission for users to perform their jobs as they relate to the application. The ISAS support staff monitor a dedicated email address for support. In addition to email and the telephone, some of the processes notify the Awarded Vendor via smart phone text when there is a failure.

Services must include but are not limited to, the following:

- Provide customer assistance and support for the ISAS Version of the Oracle (PeopleSoft) Financial Application, EMAT/EVI module, all custom modules, and all interfaces.
- Provide customer assistance/support of batch and online processes.

- Provide customer assistance/support of the ePay interface to Cash Receipts and the SBEC Educator Certification Testing Processes
- Provide customer assistance/support for ISAS security profiles and roles, which does not include user account creation, deletion or password resets.
- Provide customer assistance/support for Agency personnel to expand knowledge base on supported applications.
- Provide customer assistance/support for application support responsibilities with Agency data analyst, database administrators, network operations, security officer and other Information Technology Services (ITS) / Statewide Education Data Systems (SEDS) staff and management.
- Provide customer assistance/support for the Stat® for PeopleSoft software that provides change management and version control.
- Provide customer assistance/support to coordinate two tier application install and setup on user desktops.
- Coordinate corrective actions with users and ITS/SEDS Project Management Office (PMO) Division, as needed, on customer assistance issues.
- Provide customer assistance and support, as needed, throughout the user requirements phase, design, coding, testing and implementation phases of software development.
- Provide customer assistance by responding and answering questions received via telephone, email, text, and those submitted through the TEA current tracking software as Software Change Requests.
- Meet at a minimum monthly with the TEA support staff to discuss project status, defects, new changes, issues affecting application users, and upcoming hardware maintenance.
- Assist the TEA support staff in answering legislative requests within the deadline imposed upon the TEA support staff.
- Provide assistance to the TEA support staff as requested during user acceptance test and production verification.
- Provide assistance to the TEA support staff as requested in resolving TEA applications help desk calls.
- Design and execute ad-hoc queries per TEA staff requests within a mutually agreed upon timeframe.

3.2.5 Database Administration

- In coordination with and approval from the TEA Data Base Administrators (DBAs) and TEA Data Modelers:
- Using the TEA Change Management process, request implementation of changes to table, views, stored procedures, triggers, indexes and any other data definition language the base schema in development and to the test and production environments.
- Define database security to ensure that sensitive data is restricted to application specific access.
- Plan, request and test the implementation of database software upgrades to keep database systems updated with current versions and fixes.
- Plan, request and test the implementation of operating system changes to database servers.
- Evaluate database configuration options and coordinate the implementation of changes with TEA for improved system performance.
- Be available during the production operation times specified in paragraph 6.1 for support of other technical team members.
- Keep production database scripts up-to-date using the PeopleTools Version Manager.

- Support the TEA support staff for any database-related or suspected database-related problems.
- Provide on-call support as needed.
- Design, create, modify and test stored procedures to support application modifications.
- Troubleshoot poor performing queries.
- Maintain the application entity relationship model.
- Design new tables, views, triggers, indexes and any other data definition language to support application modifications.

3.2.6 Maintenance Modification, Enhancement, & Testing

3.2.6.1 General Procedures

- Follow the TEA ITS software development policy for the Project Management and System Development Lifecycle processes.
- Work with the TEA support staff for the application to design, code, test, and implement system changes while maintaining the current system standards; should changes to the current system standards become necessary during the life of the contract, revise the system standards in coordination with the TEA support staff and the TEA PMO Contract Manager.
- Ensure that all system changes comply with the State accessibility standard appropriate for the content and purpose; statewide accessibility information is available at <http://www2.dir.state.tx.us/management/accessibility/Pages/Overview.aspx>
- Prepare releases of new versions of application software to all three environments: development, test, and production.
- Prepare data conversion programs whenever the Awarded Vendor makes a change to the Applications database schema or data standards because of an approved Software Change Request (SCR).
- Develop and coordinate release deployment with the TEA PMO Contract Manager.
- Assist Data Center Services provider with any issues with the release deployments.
- Maintain source code control using the PeopleTools Version Manager.

3.2.6.2 Maintenance, Modification, and Enhancement

Software maintenance, modification, and enhancement are defined as changes to existing programs or job control procedures and new program development. These efforts are scoped and managed through formal SCRs using the TEA current tracking software. The time required to accomplish a change may vary in size and duration based on the business and technical requirements. The work effort may range from less than a single hour of effort to hundreds of hours of effort for a specific change request. Time estimates will be required and will include analysis, requirement(s) definition, design, coding, testing, implementation, and documentation. All SCRs must adhere to TEA software change and version control processes. The TEA PMO Contract Manager must approve the Software Change Request (SCR) before the Awarded Vendor initiates any modifications or enhancement for production use. TEA will not compensate the Awarded Vendor for any work done without an approved SCR.

Maintenance includes those activities that are required to keep the agency Oracle (PeopleSoft) Financial application environment stable and certified with the proper release levels of the operating system, database, and application, as recommended by Oracle (PeopleSoft). The Awarded Vendor will provide coordination for efforts to fix any third party software and for execution of the escalation procedures as required and will coordinate with the Information Systems technical support groups. Activities include, but are not limited to:

During the contract period, the awarded vendor will make the following known upgrade and development work:

- Upgrade the ISAS Oracle (PeopleSoft) Financial Application to the Centralized Accounting and Payroll/Personnel System (CAPPS). TEA will operate as a CAPPS Hub Agency and will use the CAPPS statewide baseline. The awarded vendor will take the CAPPS baseline and make all the necessary changes to integrate all the TEA customized code for TGIF, ER, CR, EC, and EMAT/EVI custom modules along with all TEA internal subsystems interfaces.
- Publisher submissions process for EMAT – The goal is to allow the publishers to submit the detail on how their instructional packages will be defined and then made available to all the school districts.
- Automate the approval process for EMAT – The goal is to document the approval rules, establish system parameters for approval rules to allow configurable auto approval of disbursements, requisitions, and payments. This will streamline the payment process and alleviate the current situation where hundreds of disbursements await approval because they must be manually reviewed by staff. Staff will only need to review the content of certain flagged transactions and the system will handle all approval based on the funding availability.
- Monitor the Oracle (PeopleSoft) web-site for new software updates and documentation
- Ensuring that proper Oracle (PeopleSoft) patches, service packs and PeopleTools releases are implemented to remain on a supported version of Oracle (PeopleSoft)
- Ensure that the overall design of the application and the code itself is efficient and does not place an unnecessary load on the Agency servers or network
- Conduct performance analysis and testing on all Structured Query Language (SQL) prior to moving to production
- Work with TEA database administration as needed to tune or redesign any long-running or resource-intensive processes
- Notify the TEA PMO Contract Manager of any increase in resource utilization that is greater than 10%
- Document the architecture, application functionality, and all code for maintainability as it is changed
- Changes to an application in support of TEA Information System's policy
- Provide maintenance support for the ISAS Version of the Oracle (PeopleSoft) Financial Application, EMAT/EVI module, all custom modules, and all interfaces
- Provide maintenance support for the definition of customer security procedures, policy and objectives within Oracle (PeopleSoft) applications
- Provide software maintenance, modification, enhancement, and testing support related to migrating new or revised code and reports into Oracle (PeopleSoft) projects from development to test and finally to production; remediate security vulnerabilities as requested
- Provide maintenance support for rules, routes, roles, work lists and PeopleCode required for Workflow
- Perform software modification, enhancement, and testing using any of the following: COBOL, PeopleCode, Application Designer, Application Engine, and SQL
- Provide software modification, enhancement, and testing of batch and online processes plus testing support for ISAS Security
- Provide software remediation, modification, enhancement, and testing support for security requirements to Oracle (PeopleSoft), rules, routes, roles, work lists and PeopleCode required for Workflow

- Provide software modification, enhancement, and testing support for software change control and configuration management of new development and modifications or enhancements to the existing application
- Provide software modification, enhancement, and testing support for new reports or enhance existing reports using Query, Crystal, nVision or Structured Query Reports (SQR) as per customer requirements
- Provide tool configuration, workflow changes, and administration tool security group for the PeopleSoft ticketing and version manager tool
- Provide software modification, enhancement, and testing support for modifications required by the State of Texas (ISAS), as needed
- Provide software modification, enhancement, and testing support for Oracle (PeopleSoft) fixes, service packs, and PeopleTools upgrades as needed
- Provide software modification, enhancement, and testing support for performance tuning maintenance, such as creation or revisions to table indexes to ensure system maximum efficiency
- Provide software modification, enhancement, and testing support for maintaining agency users' report manuals, including updates to public queries, Crystal, SQR and nVision reports, as needed
- Provide software modification, enhancement, and testing support for customers, as needed, throughout the use requirements phase, design, coding, testing and implementation phases of software development
- Design and/or revise run control, process scheduler, page, page component, menu, menu item, process definition and Crystal report security for new and revised Crystal reports
- Document all new development, enhancements, and processes for the application within the code, including new report development and report enhancements
- Formally document major enhancements and modifications to the application according to department documentation standards
- Customize Structured Query Reports

3.2.6.3 Unit Testing, Integration Testing, Regression Testing, and System Testing

Unit Testing includes those activities required to test individual programs and/or classes of programs that the developer has written or modified per the requirements or SCR. The goal of testing is to ensure that the changes to the application are correct and per specification and have not negatively affected other application functionality.

Integration testing includes those activities required to test individual software modules that the developer has combined as a group. The objective of integration testing is to make sure that the interaction of two (2) or more components produces results that satisfy functional requirement. In integration testing, the developer writes test cases with the express purpose of exercising the interface between the components.

Regression testing seeks to uncover software errors by partially retesting a modified program. The intent of regression testing is to assure that a bug has been successfully corrected based on the error that was found while providing a general assurance that no other errors were introduced in the process of fixing the original problem.

System testing of software or hardware is testing conducted on a complete, integrated system to evaluate the system's compliance with its specified requirements, both functional and non-functional.

The developer creates Test Plans for every level of testing described above, outlining all the testing activities and expected results. The developer must make Test Plan documents available to the TEA PMO Contract Manager for review.

Any testing efforts must be to validate the results of an SCR or to investigate potential functional or performance issues that may result in an SCR. The tester documents the testing efforts and results within the SCR through Notes and/or attached documents. The more complex the requirements of an SCR, the more complete and thorough the level of testing will be required. Regardless of the depth of testing, the tester must correct, document within the SCR through Notes and/or attached documents, and report any defects found to the TEA PMO Contract Manager.

Customer Acceptance testing is required for all application changes. The Awarded Vendor will plan and coordinate customer acceptance testing for each application change. Depending on the size and/or complexity of the change, a detailed customer acceptance testing plan may be required. All defects found will be documented within the SCR through Notes and/or attached documents and reported to the TEA PMO Contract Manager. The vendor at no additional charge will fix all defects that are a result of an application change.

3.2.6.4 Independent Verification and Validation (IV&V)

The application may undergo a period of IV&V testing before each major release to production, depending upon TEA resource availability. When the IV&V resources are available, the test group will perform this testing with the intention of verifying and validating the coding and testing activities of the Awarded Vendor. Regardless of whether or not a release will be undergoing IV&V testing, the Awarded Vendor is not relieved of the responsibility for thoroughly testing all modifications to the application to eliminate, as much as possible, defects in the application.

3.2.7 Security

Security includes those activities that are required to ensure the confidentiality, integrity, and availability of the Oracle (PeopleSoft) Financial application. The Awarded Vendor will remediate any security flaws found in the application code at the Awarded Vendor's expense, regardless of when the flaws are identified. This is separate from new security functionality, which will be treated as a software enhancement in accordance with the terms of this SOW. Activities include, but are not limited to, the following:

- Reporting any identified security vulnerabilities within software utilized by the application environment to the TEA PMO Contract Manager
- Working with TEA in implementing any security-related patches to minimize the Agency's exposure to discovered vulnerabilities
- Ensuring that security vulnerabilities discovered in existing code bases and/or system configurations are remediated in accordance to the severity levels defined in paragraph 6.2.
- Ensuring that new software modifications and enhancements follow TEA's security policies and standards and the Open Web Application Security Project's (OWASP) Top Ten list of most critical application security flaws to avoid, which is located at
http://www.owasp.org/index.php/OWASP_Top_Ten_Project
- Monitoring the behavior of the supported Oracle (PeopleSoft) Financial components and promptly reporting any suspected security breaches in accordance with TEA's security incident response procedures
- Ensuring that proper Oracle (PeopleSoft) security-related patches and PeopleTools releases are implemented in a timely fashion to minimize the Agency's exposure to discovered vulnerabilities
- Prototype and test security configuration changes

3.2.8 Production Support

Production support of the application system(s) may include batch and online processing of day, night, and weekend or cyclical and periodic production schedules. Production support includes those activities that are required for ensuring that the systems are available for use, the online application functions as designed, the application produces the expected results, and the batch processes are completed as scheduled. Any errors found during production support activities are logged in the TEA current tracking software as a production defect. The Awarded Vendor resolves any problems logged in TEA current tracking software by performing analysis, code fixing, testing, user verification, and documenting the resolution. Activities include, but are not limited to, the following:

- Provide production support for the ISAS Version of the Oracle (PeopleSoft) Financial Application, EMAT / EVI module, all custom modules, and all interfaces.
- Provide production support for rules, routes, roles, work lists and PeopleCode required for Workflow
- Provide support of PeopleSoft security profiles, roles and privileges as requested
- Monitor ISAS batch interface production schedules and coordinate with ISAS Systems Operations (ISO) office to resolve and communicate system problems as they arise
- Create and/or update Tivoli Workload Scheduler jobs, schedules and calendars as needed for production use
- Document new procedures and modifications to existing procedures

3.2.9 Performance Tuning

Performance tuning includes those activities performed to maximize overall system performance to ensure the best throughput for data entry, processing tasks, and report generation. Performance tuning activities include, but are not limited to, the following:

- Research and optimize configuration settings for Oracle (PeopleSoft), Tuxedo, and Weblogic
- Monitor the performance of the application, process schedulers, and batch schedules
- Analyze application performance problems and identify solutions
- Analyze SQL query plans and modify SQL to improve performance
- Add, drop, or reorder index columns to improve performance as needed.
- Analyze the number of indexes on tables and drop duplicate or unused indexes; reorder indexes with low cardinality on leading columns
- Identify tables recommended for row level locking
- Make recommendations on tables and indexes for frequent update statistics
- Identify heavily used tables for cache placement
- Optimize Query, Crystal, nVision, and Structured Query Report (SQR) reports
- Reassess and tune performance following the application of Oracle (PeopleSoft) fixes, service packs, PeopleTools upgrades, and database upgrades as needed
- Modification of application architecture and configuration parameters to achieve optimum performance
- Modification of Tuxedo and Weblogic processing for optimum throughput

- Analysis of application performance, and identification of performance problems and solutions
- Development of Performance Test Plans and benchmarks
- Analysis of SQL query plans and indexes
- Modification of custom reports and programs to achieve optimum performance
- Coordination of performance tuning efforts with Agency DBA staff and DCS provider

3.2.10 **Special Requests**

Special requests are activities that are not routine or recurring. Special requests may be one-time runs and ad-hoc report requests requiring a quick response and turn-around time. The Awarded Vendor must initiate any special requests only as the result of an approved SCR. Special request activities include, but are not limited to, the following:

- Special ad-hoc report requests
- Research
- Special requests for documentation
- Special requests for data analysis
- Tracking monthly end user assistance
- EDI voucher loads
- Annual 1099 reporting
- Documentation unrelated to code changes
- Provide special request support for ISAS security

3.2.11 **Data Changes**

Data changes are requests to update data that an application is not able to perform. This may involve writing SQL scripts, shell scripts, COBOL or other programs. The Awarded Vendor must initiate any data change requests only as the result of an approved SCR. Data change activities include, but are not limited to, the following:

- Analyzing data anomalies
- Creating SQL or other code to update data
- Performing peer inspections of proposed changes
- Assessing risk of requested data changes
- Ensuring data backups are completed prior to changes in order to provide a means to roll back the data change if needed
- Loading, modifying, merging, or manipulating data by means other than SQL
- Documenting SQL pre- and post-results
- Coordinating SQL techniques and results with requester, as needed
- Maintaining a complete set of data change records of all considerations above

3.2.12 Documentation

The Awarded Vendor must maintain all existing documentation before application deployment and create additional documentation as the need arises. All documentation must comply with the State accessibility standard appropriate for the content and purpose. Statewide accessibility information is available at <http://www2.dir.state.tx.us/management/accessibility/Pages/Overview.aspx>.

The TEA PMO Contract Manager reviews and approves all documentation. Documentation must be provided electronically and be suitable for printing. This includes, but is not limited to, technical, program, and system documentation. The Awarded Vendor must document all modifications to programs/modules through SCR Notes and/or attached documents. The developer must document the SCR number in the code if the change is a result of a program defect.

The Awarded Vendor needs to create and maintain the following procedures:

- Major release builds
- Implementation of fixes (patches)
- Software upgrades

The Awarded Vendor needs to maintain the following user documentation:

- User reference
- Training materials
- Online help

3.2.13 Quality Control Management

The TEA PMO Contract Manager will perform any quality assurance reviews necessary to ensure the highest quality work product and deliverables in accordance with the requirements identified through the execution of this SOW. Additionally, the TEA PMO Contract Manager will perform tasks to ensure all deliverables are received as scheduled free of defects and that all risks are identified as early as possible and appropriate actions are taken to mitigate each risk. The Awarded Vendor must make available all data, work schedules, project plans, correspondence, deliverable documentation, and any other documents deemed necessary for the TEA PMO Contract Manager to determine the completeness and quality of the deliverables produced and the overall progress of the work. At no additional expense to TEA, the Awarded Vendor shall make all corrections necessary to resolve any quality issues found by the TEA PMO Contract Manager.

4. Deliverables

Each of the deliverables will be tracked with an SCR using the TEA current tracking software. TEA and the Awarded Vendor will negotiate the estimated price and delivery date on each SCR.

The Awarded Vendor will follow these Change Management Procedures for each SCR:

- a) An SCR is submitted using the TEA current tracking software.
- b) The TEA PMO Contract Manager reviews the SCR, fund balances, and schedules to determine if and how work should proceed.
- c) The TEA PMO Contract Manager requests an estimated price by updating the SCR Status in the TEA current tracking software to "Estimate required." Unless otherwise specified by the TEA PMO Contract Manager or mutually agreed upon between the TEA PMO Contract Manager and the Awarded Vendor, the Awarded Vendor may not submit an invoice to TEA for the cost of completing the estimate.

- d) The Awarded Vendor investigates the impact of the SCR and completes the estimate. The Awarded Vendor updates SCR status to "Estimate Completed," prepares the following information, and attaches the following information as a note on the SCR:
 - o Price estimate
 - o Estimated completion date
 - o Scheduling assumptions and any constraints
- e) The Awarded Vendor and TEA PMO Contract Manager may discuss the estimate and alternative solutions, if appropriate. The TEA PMO Contract Manager may request a revised estimate if an alternative is appropriate or that the SCR requires greater attention by the PMO staff, including but not limited to joint Awarded Vendor/TEA design inspections, joint Awarded Vendor/TEA code inspections, IV&V, and other reasonable related activities.
- f) The TEA PMO Contract Manager may revise the SCR in writing based on oral agreements regarding alternatives and/or to indicate greater PMO attention and planned TEA inspections with participants.
- g) The Awarded Vendor may revise the price estimate and schedule based on the alternatives discussed or revisions to the SCR.
- h) The TEA PMO Contract Manager determines if TEA has a sufficient budget balance on the contract to proceed and so notifies Awarded Vendor in writing.
- i) If:
 - o No agreement is reached, return to step (e) above.
 - o The TEA PMO Contract Manager cancels the SCR; the Awarded Vendor shall have no further obligation in connection with such SCR.
 - o The TEA PMO Contract Manager agrees to the price estimate, schedule, and schedule assumptions, the TEA PMO Contract Manager approves the SCR and notifies Awarded Vendor by updating the TEA current tracking software with the appropriate status.
- j) If the TEA PMO Contract Manager approves the SCR in the TEA current tracking software, the Awarded Vendor may begin work on the SCR. TEA will not consider work on the SCR complete or billable until the application owner has tested and approved the resulting changes in the production environment and updates the TEA current tracking software accordingly.
- k) If the TEA PMO Contract Manager has designated in writing to the Awarded Vendor that the SCR requires greater PMO attention, the Awarded Vendor must prepare for and provide inspection participation opportunities to individuals designated by the TEA PMO Contract Manager.
- l) Upon the Awarded Vendor's completion of the SCR, the Awarded Vendor updates the SCR status to complete and, for SCR metrics compilation only, enters the actual amount of time worked.
- m) If the TEA PMO Contract Manager determines that work performed by Awarded Vendor:
 - o Does not conform to the specifications set forth in the SCR, the contract requirements, and the TEA Vendor Guide, the TEA PMO Contract Manager notifies the Awarded Vendor in writing within ten (10) work days and documents the deficiencies; no payment to the Awarded Vendor will be allowed during this time.
 - o Is done at or under 100% of the agreed prices and conforms to the specifications set forth in the SCR, the contract requirements, and the TEA Vendor Guide, the TEA PMO Contract Manager shall approve payment of the agreed upon price to Awarded Vendor.

- o Conforms to the specifications set forth in the SCR, the contract requirements, and the TEA Vendor Guide, but the actual price is between 100% and 110% of the agreed estimate, TEA shall pay the full actual price up to 110% of the agreed estimate; the Awarded Vendor must disclose the basis for charging an amount in excess of the agreed upon estimate.
 - o Conforms to the specifications set forth in the SCR, the contract requirements, and the TEA Vendor Guide, but the actual price exceeds 110% of the agreed estimate, TEA shall pay only 110% of the agreed estimate and is not liable for the excess over 110%; the Awarded Vendor must disclose the basis for charging an amount in excess of the agreed upon estimate.
- n) If TEA has changed the priorities of the work, notified the Awarded Vendor in writing, and obstructed the Awarded Vendor from finishing the work, the Awarded Vendor and TEA PMO Contract Manager will determine the value of the partially completed work and the Awarded Vendor may invoice TEA for such partially completed work.
- o) TEA will exercise its rights to audit the Awarded Vendor if actual prices consistently exceed agreed upon estimates.
- p) If the Awarded Vendor determines with or without reports from TEA that a production failure has occurred, the Awarded Vendor will promptly begin work to correct the failure and may continue to work for up to four (4) hours until the incident is resolved or until the TEA PMO Contract Manager authorizes continuation of work.
- o If the Awarded Vendor deems that the incident requires a level of effort beyond four (4) hours, the Awarded Vendor must make a prompt effort to contact the TEA PMO Contract Manager using all communications methods previously agreed to in writing in order to seek authorization for further work. The Awarded Vendor shall have no further obligation with regard to such incident unless and until such agreement is reached between the Awarded Vendor and the TEA PMO Contract Manager on appropriate further expenditure to solve the problem.
 - o If the Awarded Vendor begins work on a production support incident during non-office hours, the Awarded Vendor will provide the TEA PMO Contract Manager a full report on production support before 9:00 a.m. the next business day, or make reasonable effort to do so. If the Awarded Vendor begins work on a production incident during office hours, the Awarded Vendor will provide the TEA PMO Contract Manager with a full report at the earliest reasonable opportunity.
- q) The Awarded Vendor may begin only one (1) production support incident per day without explicit authorization from the TEA PMO Contract Manager. In the event that the TEA PMO Contract Manager, in his/her sole determination, determines that the Awarded Vendor is initiating excessive Awarded Vendor-authorized production support incidents, the TEA PMO Contract Manager may notify the Awarded Vendor in writing that the Awarded Vendor's permission to open further production support incidents without prior authorization has been temporarily or permanently revoked.
- r) Unless otherwise indicated by TEA, payment is only by reimbursement upon satisfactory performance of deliverables. The TEA PMO Contract Manager solely shall determine satisfactory performance by the timeliness and accuracy of deliverables. TEA will issue payment upon submission of properly prepared and certified invoices that detail the deliverables provided during the invoice period and associated costs. TEA shall make payments in accordance with the Prompt Payment Act provided in Texas Government Code, Title 10, Subtitle D, Section 2251.

5. Reports and Meetings

5.1. Project Management and Reporting

Project Management and Reporting includes those activities that ensure the Awarded Vendor delivers the expected deliverables on schedule and at the agreed price and are of the highest quality. The following is a list of activities that the Awarded Vendor must perform to meet customer expectations:

- Plan
- Schedule
- Control
- Monitor resources
- Comply with TEA standards, processes, and procedures
- Communicate with the TEA PMO Contract Manager to ensure that TEA and the contractors are mutually aware of the current status, issues, and future directions for the application

Management reporting includes the following reports provided to the TEA PMO Contract Manager. The Awarded Vendor prepares the reports using MS Office products and submits them electronically via email.

Project management and reporting includes reporting on a weekly basis to the TEA PMO Contract Manager to exchange information to ensure that TEA and the Awarded Vendor are mutually aware of the current status, issues, and future directions. The Awarded Vendor will also submit a written weekly status report to the PMO Contract Manager. During the first month of the engagement, the Awarded Vendor will work with the PMO Contract Manager to create a maintenance plan. The maintenance plan will focus on describing the Awarded Vendor's procedures for maintenance including maintenance records, documenting dependencies, risks, production defect tracking, and reporting.

- The Weekly Status Report is submitted and reviewed at each scheduled weekly status meeting and must include, at minimum, the following:
 - Date of the report and period covered by the report
 - Name of the author of the report
 - A list of SCRs received and the actions or plans for them
 - A list of activities and accomplishments for the completed reporting period
 - A list of planned activities and accomplishments for the next reporting period
 - A list of risks and proposed mitigation plans
 - A list of issues requiring TEA decisions
- The Monthly Invoice Worksheet Report is submitted monthly to the TEA PMO Contract Manager
 - Date of the report and period covered by the report
 - Name of the author of the report
 - A list of all applications and the budgeted funding allocation by hours
 - A list of estimated hours needed for all work that must be done to support applications throughout the year
 - A list of discretionary hours for each application after removing the estimated hours of required work

The Awarded Vendor shall provide an additional management report to the TEA PMO Contract Manager if the Vendor is submitting invoices to TEA on any amount above the original price agreed. The Awarded Vendor prepares this exception report using Microsoft Office products and submits it electronically to the

TEA PMO Contract Manager via email prior to submitting the invoice. The report must include, at minimum, the following:

- Date of the report
- Name of the author of the report
- SCR number and description
- Original agreed-upon price value of the request
- The invoice amount
- An explanation of the reason for variance

The TEA PMO Contract Manager will determine the need for other management reporting for larger maintenance or enhancement efforts based on the size or complexity of the change. Documents will be prepared using Microsoft Office products and submitted electronically to the TEA PMO Contract Manager via email. If the document size prevents delivery via email, then the Awarded Vendor may submit the documents on compact disk. Reports may include, but are not limited to, the following:

- Detailed Project Plan including a work breakdown structure (WBS) that includes a delivery schedule with milestones
- Risk Management Plan
- Communication Plan
- Cost Projection Plan
- Requirements Specification
- Design & Analysis Specification
- Test Plan and Test Scripts

5.2. Meetings

The Awarded Vendor will meet with the TEA PMO Contract Manager on a weekly basis at a mutually agreeable place and time to review and discuss the state of the various applications and progress of ongoing SCRs.

The Awarded Vendor will also meet with the designated application customer at a mutually agreeable place and time to review current SCRs progress as well as plans for future SCRs.

The TEA PMO Contract Manager may schedule other meetings as needed to ensure the stability and functionality of the various applications.

6. Service Level Agreement

All current system functions must be maintained and new features added while meeting the production operation requirements listed below. The Awarded Vendor will be required to respond outside of normal working hours and on holidays if necessary to meet production operation requirements. Each SCR will include negotiated dates for the tasks and/or the deliverables expected upon completion of the SCR.

6.1. Production Operation Requirements

- Workday availability requirement (Central Time Zone): 7:00 am – 6:00 p.m. Monday through Friday – 100% of time
- If system down time for maintenance is required outside of the normal scheduled maintenance window (5:00 a.m. Sunday to 2:00 p.m. Sunday), the TEA PMO Contract Manager must approve it and will post down time notification of scheduled events in advance

6.2. Awarded Vendor Performance Requirements Severity Levels and Response Times

Each SCR must include negotiated dates for the tasks and/or the deliverables expected upon completion of the SCR. Based on the negotiated due date for an SCR, the Awarded Vendor will be required to not exceed the due date by more than a ten percent (10%) variance of the SCR projected elapsed time (the time from the start of an approved request to the requested due date for that request) on any individual SCR.

All software modifications delivered to the TEA must meet TEA standards for quality, internal documentation, and security. The TEA expects that all software modifications will function correctly; however, if errors occur, they must be corrected in conformance with the following table.

Severity	Brief Description	Errors Allowed as a % of Change Requests	Required Time (Cycle) to Repair	Price Reduction & Retainage Increase
Low	Does not interfere with normal function of the application (e.g., spelling errors in messages, screen alignments, etc.)	2.00%	Next release of component	None for the first occurrence. 1% of change value for each subsequent release not fixed. Add 1% of annual contract value held at end of quarter if more than 2% of changes had low severity errors.
Medium	Application Operational. One or more functions may have non-fatal errors with workarounds.	0.50%	5 state business days	3% of change value on the first occurrence of each error. Add 3% each cycle not resolved. Add 2% of annual contract value held at end of each quarter if more than 0.5% of changes had medium severity errors.
High	Application Operational. One or more functions may not be usable.	0.00%	8 business hours	5% of change value on first occurrence. Add 5% each cycle not resolved. Add 2% of quarterly contract value held at end of each quarter if any high severity changes occurred.
Fatal	Application is not operational or produces severe errors.	0.00%	4 business hours	5% of change value on first occurrence. Add 5% each cycle not resolved. Add 3% of

				annual contract value held at end of each quarter if any fatal severity errors occurred.
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Errors introduced by the Awarded Vendor-provided software or documentation will be corrected by the Awarded Vendor at no expense to the TEA.

7. Period of Performance

The term of any contract resulting from this SOW shall be from contract award until August 31, 2016. TEA, at its own discretion, may extend any contract awarded pursuant to this SOW for up to three (3) additional fiscal years under the same or different terms. If renewed, the first renewal period shall be from September 1, 2016 through August 31, 2017, the second renewal period shall be from September 1, 2017 through August 31, 2018 and the third renewal period shall be from September 1, 2018 through August 31, 2019.

If a contract resulting from this SOW is awarded to a new vendor rather than to the current Vendor, then a twenty (20) business day transition period will be required at the beginning of the contract from August 4, 2014 through August 29, 2014 at no additional cost to TEA. This is necessary to ensure a smooth transition from the current Vendor supporting the ISAS Financial Application and custom modules to the new vendor.

8. Invoices

The Awarded Vendor shall submit the Services Delivered Report to the TEA PMO Contract Manager within the first five (5) working days of each month as described in the TEA Vendor Guide. Once the TEA PMO Contract Manager has approved the Services Delivered report, then the Awarded Vendor shall submit an invoice in the same format. The invoice may be hand delivered to TEA Accounts Payable at the address below or preferably emailed to TEAAccountsPayable@tea.state.tx.us.

Texas Education Agency
Accounts Payable Section, Rm. 2-130
1701 N Congress Ave
Austin, TX 78701-1494

The Awarded Vendor shall be required to deduct a retainage amount of five percent (5%) from each monthly payment requested on all deliverables. The Awarded Vendor, based on satisfactory performance, will be allowed to include the total dollar amount retained in its final invoice for each year of the contract. Performance shall be determined by the timeliness and accuracy of the deliverables.

9. Customer/Vendor-Furnished Equipment and Work Space

9.1. Development Environment

The development environment for the Oracle (PeopleSoft) Financial Application windows servers currently exists at the San Angelo Data Center. Access to the development environment is available through the TEA LAN and remote access to the TEA LAN is available through a Citrix portal.

9.2. Work Hours

The Awarded Vendor staff is required to be on site every day from 7:00 A.M. to 6:00 P.M. Central Time on regular State business days unless the Awarded Vendor makes prior arrangements with the TEA PMO

Contract Manager. The schedule of State holidays for fiscal year 2015, ending on August 31, 2015, is available at <http://sao.hr.state.tx.us/Compensation/holidays.html>. State holidays for fiscal year 2016 will be similar. Occasional late night and weekend technical support is required to fulfill the requirements specified in this SOW. TEA will provide the Awarded Vendor staff space for work, meetings, product demonstrations, and most other activities required for completion of this agreement at a location deemed appropriate by TEA.

9.3. Off Site Development

The development environment for the Oracle (PeopleSoft) Financial application currently exists at TEA and is intended to remain at TEA.

- The Awarded Vendor must receive advance approval from the TEA PMO Contract Manager to perform TEA work off site
- The Awarded Vendor is responsible for the following whenever the Awarded Vendor develops or modifies code at any location other than TEA:
 - The Awarded Vendor is responsible for their own restoration and must ensure that they complete the proper backups routinely.
 - For any off-site work that TEA may approve, the Awarded Vendor is responsible for all lost time due to failures at the Awarded Vendor's development location; TEA will not accept charges for the time or materials that the Vendor needs to recover from any failures such as network or equipment outages at the Awarded Vendor's location.
 - The Awarded Vendor must check all source code capable of being compiled without errors into PeopleTools Version Manager on a daily basis; access from off site to PeopleTool Version Manager running on the TEA LAN is available through the Citrix portal. If the source code is not in a state to be compiled without errors, then the Awarded Vendor must copy the source code to a working folder on the development server on a daily basis.

10. Services and Skills Needed

The application services and skills required for this application include the following.

Required Skills	<p>The Offeror selected must provide staff with the following skills and experience to ensure successful performance of the software development tasks needed to provide maintenance, support and enhancement of the Oracle (PeopleSoft) Financial Application. All required skills require a minimum of five years of work experience.</p> <ul style="list-style-type: none"> • Knowledge of Oracle (PeopleSoft) Financial 8.x and/or 9.x • Expertise with Oracle (PeopleSoft) modules in Asset Management, Accounts Payable, General Ledger, Inventory and Purchasing • Prefer experience with ISAS and the Cash Receipts module • Knowledge of PeopleCode, Application Designer, and PeopleTools Version 8.45 and beyond, Micro Focus COBOL Server Express 5.0, Net Express 5.0, Tuxedo and BEA Weblogic • Work experience and skills with PeopleCode, Application Engine, Application Designer, and SQL in Version 8.x and beyond • Work experience and skills in the use of Oracle databases Version 11g • Work experience and skills in the use of Microsoft Windows 7
Description	

	<ul style="list-style-type: none"> • Work experience and skills in the use of UNIX and shell programming • Report writing experience with Queries, Crystal, nVision and SQR. • Working experience with setup and support of PeopleSoft security profiles and roles • Knowledge of secure application coding practices and ability to test for same • Working experience with setup and support of PeopleSoft Workflow • Upgrade experience, ability running compare reports, performing migrations, and formulating strategy for upgrades • Work experience and skills analyzing, designing, testing, documenting, and resolving problems on web-based applications • Work experience and skills installing, configuring, tuning and resolving problems on web servers, application servers, process schedulers • Performance tuning of existing and new reports • Work experience and skills in gathering and analyzing data requirements, writing documentation, and working with a diversified customer base • Knowledge and ability to write complex stored procedures and triggers on an Oracle platform • Work experience and skills in maintaining and/or restoring data integrity
<p>Anticipated Workload for 9/1/14-8/31/15</p>	<p><u>Anticipated yearly workload for ISAS, CR, ER, TGIF</u></p> <ul style="list-style-type: none"> • Approximately 20 software modifications (Average 30 hour per change) • Approximately 150 software enhancements (Average 10 hours per change) • Approximately 150 data changes (Average 1 hour per change) • Approximately 35 special requests (Average 10 hours per change) • Customer support is on-going (Approximately 500 hours per year) • Production support is ongoing (Approximately 1000 hours per year) <p><u>Anticipated workload for EMAT</u></p> <ul style="list-style-type: none"> • Approximately 50 software modifications (Average 20 hour per change) • Approximately 50 software enhancements (Average 20 hours per change) • Approximately 100 data changes (Average 1 hour per change) • Approximately 15 special requests (Average 20 hours per change) • Production support & Customer Support is ongoing (Approximately 1000 combined hours per year) <p><u>Combined anticipated workload for ISAS, EMAT and modules</u></p> <ul style="list-style-type: none"> • Performance tuning is ongoing (Approximately 120 hours per year)

	<ul style="list-style-type: none"> Project management reporting is ongoing (Approximately 200 hours per year)
Application Platform	Oracle (PeopleSoft) Financial version 9.1, SP1 and PeopleTools version 8.52.06 with an Oracle 11g, 64 bit database, UNIX Version 5.3, Tuxedo Version 10.3.0.0, 64-bit Patch Level 055, Micro Focus COBOL Server Express 5.0 and Net Express 5.1, BEA Weblogic 10.3.3 and Tivoli Workload Scheduler 8.2.1 for UNIX
Users Supported	This application supports approximately 288 ISAS and 9 EMAT active internal user accounts and 1,642 ER and 1,285 EMAT active external users.

10.1. TEA Rules, Processes, Procedures & Standards

The Awarded Vendor staff must abide by all established TEA rules, processes, procedures, and standards, as well as any changed or new rules, processes, procedures, and standards during the contact term. Failure to abide by TEA procedures may result in a unilateral request from TEA to Awarded Vendor to remove a staff member from the project.

- The Awarded Vendor staff shall abide by all TEA workplace rules and procedures regarding dress, drug-free work place, holidays, and sexual harassment. TEA will provide documentation of workplace rules and procedures upon Awarded Vendor's arrival.
- The Awarded Vendor staff shall abide by all of Information Technology Systems' policies, processes, procedures, and standards with regards to security, software development, system maintenance, and enhancement services, including, but not limited to, the following:
 - Development and security standards
 - Change request procedures
 - Configuration management procedures
 - TEA Vendor Guide—see Attachment D
 - Infrastructure change request procedures
 - The Awarded Vendor may only use software specifically approved by TEA.
 - TEA reserves the right to approve or reject any staff throughout the duration of the Contract. Awarded Vendors shall immediately remove any Awarded Vendor staff member upon written request from the TEA PMO Contract Manager.

10.2. Transition Period

In the event any subsequent contract is awarded to a new Vendor, the Awarded Vendor will provide to the new Vendor the issues database as well as items outlined in the following Transition Period paragraph to enable the new Vendor to continue the maintenance of services.

Upon termination of this contract, either **by the vendor**, by cause, by non-appropriation of funds, or natural expiration, both the Awarded Vendor and TEA agrees that a four (4)-week transition period may occur, at TEA's option, which will be in addition to the agreed pricing terms.

The total cost of this transition period will not exceed the equivalent of 160 billable hours at the hourly rate negotiated when TEA exercises this option. The period will cover:

- The new Vendor/assigned vendor personnel and their full-time training of TEA staff, or designees, on the system's design, maintenance and upgrades, including system architecture, system standards and components, processing functions, documentation, and code
- Training on the procedures and methods to modify the system
- General facilitation and coordination with TEA staff, or designees, on the transfer of system maintenance

The Awarded Vendor will bill TEA at the end of this four (4)-week transition period for ***the negotiated total cost***. The Awarded Vendor will present weekly time logs of the vendor personnel. TEA will not pay for more than 160 hours even if provided by the Awarded Vendor. TEA and Vendor will formalize this transition period in a separate contract instrument.

10.3. Data Center Services

The Texas Education Agency is one (1) of twenty-six (26) state agencies participating in the State of Texas Data Center Services (DCS) project. The goal of this project is consolidation of all of the twenty-six agencies' data centers into two (2) State Data Centers. The Department of Information Resources (DIR) awarded a contract for this project to Xerox. Xerox and its partners assume responsibility for administration, support and refresh of the in-scope servers on the Commencement date, January 1, 2013.

During the consolidation phase, the servers supporting the applications for all environments, which are currently located in TEA's data center, will be transformed into new virtual servers located in the two (2) State Data Centers, one (1) located in San Angelo, Texas and the other located at another site in Austin, Texas. Because of the relocation of the hardware and network infrastructure supporting various Multiple Applications, the Awarded Vendor shall perform complete application regression testing as a maintenance activity to ensure the various applications maintain complete functionality.

10.4. Out of Scope Services

TEA does not expect the Awarded Vendor to be responsible for the following:

- Computer center operations
- Server hardware
- Communications networks / LAN administration
- Data base administration
- Data modeling
- Server administration (for WinTel or AIX)
- TEA access control administration
- TEA security administration and setup (ISAS or EMAT user account creation, deletion or password resets is out of scope)

10.5. Ownership Rights

In executing the contract, the Awarded Vendor will be required to agree to the following provisions:

- 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, Awarded Vendor 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. (See Attachment E, Execution of Offer, Section 2. I.) and applicable provisions of DIR contract.
- All use of open-source or restricted-license software by the application must be documented by the Awarded Vendor and approved by TEA PMO Contract Manager.

10.6. Project Change Control Procedure

The following process will be followed if a change to this SOW is required:

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change and the effect the change will have on the project.
- The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party
- The Awarded Vendor Project Manager and the TEA Contract Manager will review the proposed change and recommend it for further investigation or reject it. A PCR must be signed by authorized representatives from both parties to authorize investigation of the recommended changes. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of this SOW and the Agreement
- A written change authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

10.7. Escalation Procedure

The following procedure will be followed if resolution is required to a conflict arising during the performance of this SOW.

- When a conflict arises between TEA and the Awarded Vendor, the project team member(s) will first strive to work out the problem internally.
- Level 1: If the project team cannot resolve the conflict within two (2) working days, the TEA PMO Contract Manager and Awarded Vendor Project Manager will meet to resolve the issue.
- Level 2: If the conflict is not resolved within three (3) working days after being escalated to Level 1, the TEA Executive Sponsor will meet with the Awarded Vendor Project Executive to resolve the issue.
- If either Level 1 or Level 2 intervention resolves the conflict, the resolution will be addressed in accordance with the Project Change Control Procedure set forth in section 10.6.
- If the conflict remains unresolved after Level 2 intervention, then either party may terminate the SOW. If the conflict is addressed by termination, TEA agrees to pay the Awarded Vendor for all accepted deliverables through termination.
- During any conflict resolution, the Awarded Vendor agrees to provide Services relating to items not in dispute, to the extent practicable pending resolution of the conflict. TEA agrees to pay invoices per this SOW and the Agreement.

11. Vendor Response

11.1. Response Format and Content

Responses must be written entirely on 8 ½" x 11" white papers and must be limited to 100 pages, not including appendices and attachments. Responses shall include a "Table of Contents" and give page numbers for each part of the qualifications. Number all pages of the offer sequentially using Arabic numerals (1, 2, 3, etc.). Separate and identify each criterion response to Section 3 of this SOW by use of a divider sheet with an integral tab for ready reference. Responses will be submitted electronically in a pdf format to the TEAContracts mailbox.

11.1.1 Response Cover Page

Responses should include a cover page that clearly states the name of the firm or organization and the name, position, and telephone number of the Vendor's project administrator whom TEA may contact regarding the response (Attachment **A**).

11.1.2 Response Checklist

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

<input type="checkbox"/>	Response Cover Page	Sec. 11.1.1/Attachment A
<input type="checkbox"/>	Understanding of the Project and Methodology	Sec. 11.2
<input type="checkbox"/>	Management Plan	Sec. 11.3
<input type="checkbox"/>	Subcontracts	Sec. 11.4
<input type="checkbox"/>	Personnel Resources	Sec. 11.5
<input type="checkbox"/>	References – Past Performance	Sec. 11.6
<input type="checkbox"/>	Access to Confidential Information	Sec. 11.7/Attachment C
<input type="checkbox"/>	Pricing Offer	Sec. 12 /Attachment B
<input type="checkbox"/>	Execution of Offer, General Provisions	Attachment E

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

11.2. Understanding of the Project and Methodology

The response 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 Vendor 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 SOW. The response 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 SOW. The Vendor must append technical evidence relating to the Vendor's ability to perform the proposed services to the response. This evidence is intended to provide TEA with examples of how the vendor's staff proposed for the contract provided similar services on past engagements and how they will utilize that experience to perform the requirements of the SOW. Failure to meet these requirements shall result in disqualification of the response, and the response shall receive no further consideration.

11.3. Management Plan for the Project

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

- Structure of the organization
- Indications of the ability to perform the tasks described in Section 3
- 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.

11.4. Subcontracts

Vendor must identify key partnerships and sub-contractors it intends to leverage for this project, and specify the tasks and activities and the level of responsibility each will have with the project. The Vendor must identify any sub-contractors proposed to work on the project that are Historically Underutilized Businesses (HUBs) as defined in [V.T.C.A., TX Govt. Code, §2161.001](#).

11.5. Personnel Resources

An appendix to the response must contain resumes of project staff members. If the resumes include references, TEA will not consider the references in the review. Names given as references must not affect the scoring of the Offer in any way. In addition, the Vendor cannot list employees of TEA in the response as references. The Vendor may list TEA employees in a memo transmitting the response, but not in the response. If the Vendor plans to use external consultants or subcontractors, a staff organization and resumes of consultants and/or subcontractors must be included.

Vendor must provide the following information for each of the skill sets identified in section 10 Services and Skills Needed for Each Application.:

- Position title
- Job description for the position
- Description of the minimum education, certification, and skill set and experience levels required for the position
- Estimated number of staff in the position

Place emphasis on the qualifications of the individuals and not the individuals themselves.

Vendor must provide the following information on all personnel services:

- A description of each individual's experience
- Documentation of education and certification(s)
- Specific information on years of experience with software and roles and responsibilities with projects of a similar nature in complexity, including roles and responsibilities on those projects
- Specific information concerning roles and responsibilities, if any, on the required reference projects
- Proposed roles and responsibilities on the project

11.6. References—Past Performance

Vendor must provide at least two (2) and not more than three (3) applicable project experiences within the past three (3) years similar in size, scope, and complexity to the one described in this SOW.

Vendor must describe the nature of each engagement and include at least two (2) customer reference contacts per project, including current contact information. TEA may give Pre-K thru 12 Education and public sector references additional consideration.

For each reference provided, the Vendor must list the following:

- Organization/Company name
- Point of contact with current telephone number and email address
- Industry/subject focus
- Project description
- Total contract value

- Key technologies employed (hardware and software tools)
- Date the system was placed in production

TEA will contact references to verify past performance in the following areas:

- Quality of deliverables
- Methodology
- Timeliness/adherence to schedule and budget
- Business conduct
- Innovation
- Problem resolution
- Customer satisfaction

11.7. Access to Confidential Information

During the execution of this SOW, TEA will expose the Awarded Vendor and its staff assigned to the project to confidential information and proprietary software and documentation under license to TEA. The Awarded Vendor and its entire staff who are assigned to this project shall read and sign the confidentiality statement at Attachment C acknowledging the confidentiality requirements of this SOW.

12. Pricing Offer

The Pricing Offer (Attachment B) MUST BE SUBMITTED AS A SEPARATE DOCUMENT FROM THE SCOPE OF SERVICES OFFER. To demonstrate an understanding of what is included in the Pricing Offer, Vendors must list in their pricing Offers all assumptions used to compile the prices given for the project. Pricing Offers must be valid for at least 60 working days from date of submittal.

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

13. Response Submission Requirements

13.1. Response Submission, Date, and Time

WITHOUT EXCEPTION, TEA PURCHASING & CONTRACTS RECEIVE THE RESPONSE BEFORE:

Tuesday, July 22, 2014 - 3:00 P.M., Central Time

TEA's Purchasing & Contracts mailbox is TEAContracts@tea.state.tx.us. TEA will not consider responses that PURCHASING & CONTRACTS receives after 3:00 P.M. (Central Time) on the closing date. The electronic address is:

TEAContracts@tea.state.tx.us

The Vendor must submit responses that clearly identify the Vendor's name, SOW number, and closing date.

TEA will not accept facsimile transmissions (FAX) of Vendor's responses.

Discovery of any false statement in the response is a material breach and shall void the submitted response or any resulting contracts, and Vendor may be removed from all vendor lists maintained by the state of Texas.

The response must be received in the Agency’s Purchasing & Contracts Division’s mailbox by 3:00 P.M. (CT) on or before the closing date in order to be considered.

Vendors are advised that TEA assumes no responsibility, due to any circumstances, for the receipt of a response after the deadline time and date established in this SOW.

TEA Purchasing & Contracts will not accept additions or replacements to the response after the closing date for receiving the responses in the Purchasing & Contracts of the Texas Education Agency.

13.2. Tentative Sequence of Events/Critical Dates

DATE	Event
Thursday, July 3, 2014	Distribution of SOW to vendors
Thursday, July 3, 2014	Open period for questions
Friday, July 11, 2014	Deadline for questions to TEA
Tuesday, July 22, 2014	Response is due in the Purchasing & Contracts mailbox: TEAContracts@tea.state.tx.us before 3:00 P.M., CT
Thursday, July 31, 2014	Finalist presentations*
Friday, August 1, 2014 5:00 P.M.	Best and Final Offers due / Complete Negotiations (24 hours after final presentation)
Monday, August 4, 2014	Selection of Vendor
Monday, August 4 to Friday, August 29, 2014	Transition Period, if applicable
Monday, September 1, 2014	Beginning date of contract and commencement of work

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

* Selected Vendor finalists will be required to be available to present and discuss their response with TEA on Thursday, 07/31/2014 in Austin, Texas. It is highly recommended that key staff proposed for the project attend the presentation.

13.3. Requests for Additional Information

In order to assure that no prospective vendor may obtain a competitive advantage because of acquisition of information unknown to other prospective vendors, TEA will provide any additional information that is different from or in addition to, information provided in the SOW only in response to written inquiries from DBITS Vendors. TEA will electronically submit all such inquiries and the written answers to the DBITS vendors notified of the SOW. All questions will be de-identified.

DBITS vendors must make all inquiries for information in writing (email) to the TEA Purchasing & Contracts Division at TEAContracts@tea.state.tx.us, Attention: Norma Barrera, Director, Purchasing and Contracts. The Vendor must identify the SOW number, located in the bottom center of the front cover of this SOW, in the written request for information.

13.4. Standard Response Requirements

Texas Education Agency may consider responses that address only part of the requirements contained in this SOW as non-responsive.

Texas Education Agency reserves the right to reject any and all responses and to negotiate portions thereof.

Texas Education Agency may not necessarily fund the selected responses for the full response price if the Agency determines that a different price is more appropriate. The budget submitted by the Vendor is subject to negotiation by the Texas Education Agency.

Texas Education Agency reserves the right to select the response containing the best Offer considering the outcomes desired. The Vendor shall furnish such additional information that the Agency may reasonably require.

The Vendor 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.

13.5. State Not Responsible for Preparation Costs

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

13.6. Disclosure of Offer Content

After contract award, responses are subject to release under the Texas Government Code, Chapter 552, Public Information Act. Vendors must indicate on their response cover if their submission contains proprietary information. TEA recommends that a Vendor identify the specific sections within the response that it considers proprietary.

13.7. Review of Responses

Review of responses will begin as soon as practical after receipt. TEA will ask the vendors receiving the most favorable ratings during the first round of selection to send a representative to Austin, Texas, at a time and place TEA will arrange for oral presentation of their response. TEA will rate the responses again following oral presentations. The evaluation team shall consist of TEA staff knowledgeable in the content area.

TEA will notify each vendor in writing of the selection or non-selection for award. TEA will destroy additional copies of responses not selected for award in accordance with the TEA-approved records retention policy.

In the case of a response selected for award, notification to the Vendor will include the contractual conditions that the Vendor must accept in accordance with federal and/or state law.

TEA will select responses based on the ability of each vendor to carry out all of the requirements contained in this SOW. TEA will base its selection on, among other things, demonstrated competence and qualifications of the vendor and on the reasonableness of the proposed cost which offers the Best Value to the Agency .

TEA will apply the following criteria in assigning the total number of points of each portion of the SOW in selecting a vendor:

Categories	Possible Points
A. Staffing and personnel qualifications <ol style="list-style-type: none"> 1. Knowledge, Skills, and Abilities of individual candidates as related to the SOW tasks and deliverables 2. Experience of the individual candidates as related to the SOW tasks 	30
B. Company experience and past project performance <ol style="list-style-type: none"> 1. The track record of the company in performing similar projects successfully 2. Ability of the company to acquire quality staff and knowledgeable resources 3. Company's financial viability and stability 4. Education and public sector experience shall be given additional consideration 	20
C. Understanding of the services to be performed <ol style="list-style-type: none"> 1. Approach to meeting the requirements and deliverables, in sufficient detail, to demonstrate understanding of the scope of work under this SOW 	25
D. Cost-Effectiveness and Appropriateness of Financial Resources Dedicated to Project	25
TOTAL	100 points

TEA determined weights based on the criticality of the particular factor to the selection process. TEA cautions vendors not to minimize the importance of adequate responses in any area because it carries less weight than other areas.

TEA may develop a "short list" of qualified offers, and may determine that the Vendor(s) should submit a Best and Final Offer (BAFO). TEA will give each "short-listed" Vendor a reasonable opportunity for discussion and revision of their offer. After receipt of the BAFO(s), TEA will re-evaluate all Vendors submitting a BAFO based on the Evaluation Criteria.

A preference shall be given as authorized by the Texas Government Code. In addition, according to the Consultant law TGC 2254.021-.040, TEA can give preference to a consultant whose principal place of business is in the state or who will manage the consulting contract wholly from an office in the state [TGC § 2254.021](#)

The Agency shall also give preference, among Offers that are otherwise comparable, to an Offer submitted by a HUB.

Attachment A

FORMAT FOR COVER PAGE

PROJECT PROPOSAL

Submitted to
Purchasing & Contracts

For

ITS/SEDS Project Management Office Division
Texas Education Agency
SOW No.: 701-15-009

Title of Proposed Project:	Maintenance, Support, and Enhancement of Oracle (PeopleSoft) Financial Application and Custom Developed Modules
Respondent Organization:	(Name and address of organization submitting response. Include zip code)
Identification Number:	(Respondent organization's Federal Employer's Identification Number or SSN if an individual. If respondent organization is a corporation or if individual is incorporated, the respondent must also enter the charter number of respondent organization or individual.)
Response Developed By:	(Name, position, email, and telephone number of person responsible for development of response.)
Project Administrator:	(Name, position, email and telephone number of person to be in charge of proposed project.)
Response 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's organization.)
Duration of Project:	September 1, 2014 to August 31, 2016
Total Budget for Proposed Project:	(Total of projected expenditures listed in budget section.)
Contains Proprietary Information:	<input type="checkbox"/> Check here if the material submitted contains proprietary information.
Date Submitted:	(Date Vendor submitted the response to TEA.)

**Attachment B
Pricing Offer**

Maintenance, Support and Enhancement of Oracle (PeopleSoft) Financial Application (ISAS and Custom Modules) TEA SOW # 701-15-009					
Instructions: Enter the Proposed Price Per Unit for all categories. The total proposed price will be automatically calculated. List all assumptions made in preparing the Pricing Offer. The Annual Projected Workload Units and Approximate Hours/Per Unit are only estimates and will change due to customer requests, work complexity and funding constraints. In no way should these estimates be regarded as guarantees of any level of minimum payments.					
Reminders					
The Awarded Vendor shall be responsible for providing the necessary staff, procedures, management processes, documentation and controls required to produce the deliverables listed in the SOW. The Awarded Vendor shall: <ul style="list-style-type: none"> • Provide all materials, resources and services as required to complete the project deliverables. • Provide appropriate management of the project to deliver all products timely and within budget. • Provide competent, suitably qualified and trained personnel resources necessary to meet the requirements stated in the SOW. • Provide the appropriate number of personnel resources and the proper mix of skill and expertise necessary to meet the requirements stated in the SOW. • Provide and implement appropriate quality assurance processes. • Adhere to all TEA standards established for the project. • Complete and deliver high quality services necessary to meet the requirements in the SOW. • Adhere to all TEA change management process and procedures. • Protect the confidentiality of student, teacher or staff identifiable data as well as other sensitive data. 					
Proposed Price Per Unit:		\$0			
Application Deliverables	SOW Reference	Annual Projected Workload Units*	Approx. Hours/Per Unit*	Proposed Price Per Unit	Total Proposed Price*
Customer Assistance & Production Support	Section 3.2.4 Section 3.2.8	24	75	\$0	\$0
Maintenance Software Modification, Enhancements, Performance Tuning, Special Requests and Data Changes	Section 3.2.6 Section 3.2.9 Section 3.2.10 Section 3.2.11	260	10	\$0	\$0
Project Management & Reporting	Section 5.1	12	10	\$0	\$0
Total Proposed Price for Oracle (PeopleSoft) Financial Application					\$0
Pricing Proposal Assumptions:					
Note: If the "Projected Workload Units" completed is less during the contract, the contractor will be paid only for the number of units completed times the negotiated hours per unit.					

**Attachment B
Pricing Offer**

Maintenance, Support and Enhancement of Oracle (PeopleSoft) EMAT / EVI TEA SOW # 701-15-009					
<p>Instructions: Enter the Proposed Price Per Unit for all categories. The total proposed price will be automatically calculated. List all assumptions made in preparing the Pricing Offer. The Annual Projected Workload Units and Approximate Hours/Per Unit are only estimates and will change due to customer requests, work complexity and funding constraints. In no way should these estimates be regarded as guarantees of any level of minimum payments.</p>					
Reminders					
<p>The Awarded Vendor shall be responsible for providing the necessary staff, procedures, management processes, documentation and controls required to produce the deliverables listed in the SOW. The Awarded Vendor shall:</p> <ul style="list-style-type: none"> • Provide all materials, resources and services as required to complete the project deliverables. • Provide appropriate management of the project to deliver all products timely and within budget. • Provide competent, suitably qualified and trained personnel resources necessary to meet the requirements stated in the SOW. • Provide the appropriate number of personnel resources and the proper mix of skill and expertise necessary to meet the requirements stated in the SOW. • Provide and implement appropriate quality assurance processes. • Adhere to all TEA standards established for the project. • Complete and deliver high quality services necessary to meet the requirements in the SOW. • Adhere to all TEA change management process and procedures. • Protect the confidentiality of student, teacher or staff identifiable data as well as other sensitive data. 					
Proposed Price Per Unit:	\$0				
Application Deliverables	SOW Reference	Annual Projected Workload Units*	Approx. Hours/Per Unit*	Proposed Price Per Unit	Total Proposed Price*
Customer Assistance & Production Support	Section 3.2.4 Section 3.2.8	32	47	\$0	\$0
Maintenance Software Modification, Enhancements, Performance Tuning, Special Requests and Data Changes	Section 3.2.6 Section 3.2.9 Section 3.2.10 Section 3.2.11	260	11	\$0	\$0
Project Management & Reporting	Section 5.1	12	10	\$0	\$0
Total Proposed Price for Oracle (PeopleSoft) EMAT/EVI Application					\$0
Pricing Proposal Assumptions:					
<p>Note: If the "Projected Workload Units" completed is less during the contract, the contractor will be paid only for the number of units completed times the negotiated hours per unit.</p>					

Attachment C
Maintenance, Support, and Enhancement of Oracle (PeopleSoft) Financial Application
SOW: # 701-15-009

ACCESS TO CONFIDENTIAL INFORMATION

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

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

As required by TEA OP 10-03 - Confidential Enterprise Information And Use Of Social Security Numbers, each staff member will be required to sign the TEA Access to Confidential Information - Agent Agreement before access to confidential information is granted.

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

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

Signature

Date

Attachment D
TEA Vendor Guide v4.4
See separate Adobe PDF document



Texas Education Agency
RFO No. 701-15-009
Maintenance, Support, and Enhancement of Oracle (PeopleSoft) Financial Application and Custom
Developed Modules
Addendum #1
July 10, 2014

RFO Closing Date: 7/22/2014
RFO Closing Time: 3:00 PM

1. Refer to Section 10. Services and Skills Needed, page 24 of the above referenced solicitation document. The Anticipated Workload for 9/1/14-8/31/15 is deleted in its entirety and replaced with the following:

Anticipated Workload for 9/1/14-8/31/15	<p><u>Anticipated yearly workload for ISAS, CR, ER, TGIF</u></p> <ul style="list-style-type: none">• Approximately 20 software modifications (Average 30 hour per change)• Approximately 130 software enhancements (Average 10 hours per change)• Approximately 150 data changes (Average 1 hour per change)• Approximately 35 special requests (Average 10 hours per change)• Customer support is on-going (Approximately 500 hours per year)• Production support is ongoing (Approximately 900 hours per year) <p><u>Anticipated workload for EMAT</u></p> <ul style="list-style-type: none">• Approximately 50 software modifications (Average 20 hour per change)• Approximately 50 software enhancements (Average 26 hours per change)• Approximately 100 data changes (Average 1 hour per change)• Approximately 15 special requests (Average 20 hours per change)• Production support & Customer Support is ongoing (Approximately 1100 combined hours per year) <p><u>Combined anticipated workload for ISAS, EMAT and modules</u></p> <ul style="list-style-type: none">• Performance tuning is ongoing (Approximately 120 hours per year)• Project management reporting is ongoing (Approximately 192 hours per year)
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2. Refer to Attachment B – Pricing Offer. The attachment is deleted in its entirety and replaced with Attachment B (Revised 7/9/2014) which is attached hereto in this Addendum #1.

3. To all Proposers, all questions received in the TEAContracts mailbox as of 5:00 p.m. CT on 7/9/2014 have been reviewed by TEA and answered. To assist you in preparing your proposal, all questions and their corresponding questions have been compiled in this addendum.

Q1. There appears to be a discrepancy with the number of hours in Section 10: Anticipated workload (7,820 hrs.) vs. the pricing offer sheet in attachment B (9,044 hrs.). Is there work anticipated that is not listed in section 10?"

A1. Corrections have been made to these sections. Refer to items 1 and 2 in this Amendment.

**Attachment B – Revised 7/9/2014
Pricing Offer**

Maintenance, Support and Enhancement of Oracle (PeopleSoft) Financial Application (ISAS and Custom Modules) TEA SOW # 701-15-009					
<p>Instructions: Enter the Proposed Price Per Unit for all categories. The total proposed price will be automatically calculated. List all assumptions made in preparing the Pricing Offer. The Annual Projected Workload Units and Approximate Hours/Per Unit are only estimates and will change due to customer requests, work complexity and funding constraints. In no way should these estimates be regarded as guarantees of any level of minimum payments.</p>					
Reminders					
<p>The Awarded Vendor shall be responsible for providing the necessary staff, procedures, management processes, documentation and controls required to produce the deliverables listed in the SOW. The Awarded Vendor shall:</p> <ul style="list-style-type: none"> • Provide all materials, resources and services as required to complete the project deliverables. • Provide appropriate management of the project to deliver all products timely and within budget. • Provide competent, suitably qualified and trained personnel resources necessary to meet the requirements stated in the SOW. • Provide the appropriate number of personnel resources and the proper mix of skill and expertise necessary to meet the requirements stated in the SOW. • Provide and implement appropriate quality assurance processes. • Adhere to all TEA standards established for the project. • Complete and deliver high quality services necessary to meet the requirements in the SOW. • Adhere to all TEA change management process and procedures. • Protect the confidentiality of student, teacher or staff identifiable data as well as other sensitive data. 					
Proposed Price Per Unit:		\$0			
Application Deliverables	SOW Reference	Annual Projected Workload Units*	Approx. Hours/Per Unit*	Proposed Price Per Unit	Total Proposed Price*
Customer Assistance & Production Support	Section 3.2.4 Section 3.2.8	12	116.5	\$0	\$0
Maintenance Software Modification, Enhancements, Performance Tuning, Special Requests and Data Changes	Section 3.2.6 Section 3.2.9 Section 3.2.10 Section 3.2.11	241	10	\$0	\$0
Project Management & Reporting	Section 5.1	12	8	\$0	\$0
Total Proposed Price for Oracle (PeopleSoft) Financial Application					\$0
Pricing Proposal Assumptions:					
<p>Note: If the “Projected Workload Units” completed is less during the contract, the contractor will be paid only for the number of units completed times the negotiated hours per unit.</p>					

**Attachment B – Revised 7/9/2014
Pricing Offer**

Maintenance, Support and Enhancement of Oracle (PeopleSoft) EMAT / EVI TEA SOW # 701-15-009					
<p>Instructions: Enter the Proposed Price Per Unit for all categories. The total proposed price will be automatically calculated. List all assumptions made in preparing the Pricing Offer. The Annual Projected Workload Units and Approximate Hours/Per Unit are only estimates and will change due to customer requests, work complexity and funding constraints. In no way should these estimates be regarded as guarantees of any level of minimum payments.</p>					
Reminders					
<p>The Awarded Vendor shall be responsible for providing the necessary staff, procedures, management processes, documentation and controls required to produce the deliverables listed in the SOW. The Awarded Vendor shall:</p> <ul style="list-style-type: none"> • Provide all materials, resources and services as required to complete the project deliverables. • Provide appropriate management of the project to deliver all products timely and within budget. • Provide competent, suitably qualified and trained personnel resources necessary to meet the requirements stated in the SOW. • Provide the appropriate number of personnel resources and the proper mix of skill and expertise necessary to meet the requirements stated in the SOW. • Provide and implement appropriate quality assurance processes. • Adhere to all TEA standards established for the project. • Complete and deliver high quality services necessary to meet the requirements in the SOW. • Adhere to all TEA change management process and procedures. • Protect the confidentiality of student, teacher or staff identifiable data as well as other sensitive data. 					
Proposed Price Per Unit:		\$0			
Application Deliverables	SOW Reference	Annual Projected Workload Units*	Approx. Hours/Per Unit*	Proposed Price Per Unit	Total Proposed Price*
Customer Assistance & Production Support	Section 3.2.4 Section 3.2.8	24	45.8	\$0	\$0
Maintenance Software Modification, Enhancements, Performance Tuning, Special Requests and Data Changes	Section 3.2.6 Section 3.2.9 Section 3.2.10 Section 3.2.11	240	11.5	\$0	\$0
Project Management & Reporting	Section 5.1	12	8	\$0	\$0
Total Proposed Price for Oracle (PeopleSoft) EMAT/EVI Application					\$0
Pricing Proposal Assumptions:					
<p>Note: If the “Projected Workload Units” completed is less during the contract, the contractor will be paid only for the number of units completed times the negotiated hours per unit.</p>					



Texas Education Agency
RFO No. 701-15-009
Maintenance, Support, and Enhancement of Oracle (PeopleSoft) Financial Application
and Custom Developed Modules
Addendum #2
July 14, 2014

All questions received by the due date, July 11, 2014, in the TEA Contracts mailbox have been reviewed by TEA and responses are below:

- 1. Question:** Does the TEA have an idea on how many positions the contract will be looking to fill?
Response: No.
- 2. Question:** Does TEA have an idea on specific Position Titles provided by the Vendor for the project?
Response: Developers and Senior Developer/Project Manager.
- 3. Question:** Will there be one awarded Vendor or multiple?
Response: One Vendor will be awarded a contract.
- 4. Question:** Is the same amount of staff from current Vendor onsite daily, or does the staff increase/decrease due to demand under current contract?
Response: Staff could fluctuate depending on the workload.
- 5. Question:** How many Contractors does TEA currently have in support of these requirements?
Response: Four.
- 6. Question:** How are the Contractors split amongst the skills required?
Response: All four are PeopleSoft Developers; Two Developers for ISAS and two for EMAT/EVI development and support.
- 7. Question:** What immediate business problem(s) is TEA looking to solve?
Response: The current contract expires on August 31, 2014.
- 8. Question:** Is this need in the solicitation arise from a service level or cost level issue?
Response: No.
- 9. Question:** Is it to be assumed that TEA will be in a PMO responsible role?
Response: Yes.
- 10. Question:** Does TEA require FTE of the awarded Vendor or will PeopleSoft Contractors be acceptable?
Response: PeopleSoft Contractors are acceptable.
- 11. Question:** What is the ideal role TEA is looking for Vendors to play in supporting overall business objectives?
Response: The awarded Vendor will support everything outlined in the Statement of Work and manage their staff.
- 12. Question:** Will travel within the state be required?
Response: No



Texas Education Agency

RFO No. 701-15-009

**Maintenance, Support, and Enhancement of Oracle (PeopleSoft) Financial Application and Custom
Developed Modules**

Addendum #3

July 17, 2014

RFO Closing Date: 7/22/2014

RFO Closing Time: 3:00 PM

1. Attachment E titled, "Execution of Offer and Affirmation of Terms and Conditions" is attached hereto in this Addendum #3.

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

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

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

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

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

Suspension

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

Sanctions

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

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

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

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

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

Access to Internal TEA Network and Systems

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

Disclosure of Security Breach

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

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

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

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

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

- L. Refunds Due to TEA:** If TEA determines that TEA is due a refund of money paid to Contractor pursuant to this Contract, Contractor shall pay the money due to TEA within thirty (30) days of Contractor's receipt of written notice that such money is due to TEA. If Contractor fails to make timely payment, TEA may obtain such money from Contractor by any means permitted by law, including but not limited to offset, counterclaim, cancellation, termination, suspension, total withholding, and/or disapproval of all or any subsequent applications for said funds.

- M. Capital Outlay:** If Contractor purchases capital outlay (furniture and/or equipment) to accomplish the Contract Project, title will remain with Contractor for the period of the Contract. TEA reserves the right to transfer capital outlay items for Contract noncompliance during the Contract period or as needed after the ending date of the Contract. This provision applies to any and all furniture and/or equipment regardless of unit price and how the item is classified in Contractor's accounting record. This provision is applicable when federal funds are utilized for the Contract.
- N. TEA Property (terms):** In the event of loss, damage or destruction of any property owned by or loaned by TEA while in the custody or control of Contractor, Contractor shall indemnify TEA and pay to TEA the full value of or the full cost of repair or replacement of such property, whichever is the greater, within thirty (30) days of Contractor's receipt of written notice of TEA's determination of the amount due. This applies whether the property is developed or purchased by Contractor pursuant to this Contract or is provided by TEA to Contractor for use in the Contract Project. If Contractor fails to make timely payment, TEA may obtain such money from Contractor by any means permitted by law, including but not limited to offset or counterclaim against any money otherwise due to Contractor by TEA.
- O. State of Texas Laws:** In the conduct of the Contract Project, Contractor shall be subject to laws or rules of the State of Texas pertaining to and or governing this Contract and the Contract Project. This Contract constitutes the entire agreement between TEA and Contractor for the accomplishment of the Contract Project. This Contract shall be interpreted according to the laws of the State of Texas except as may be otherwise provided for in this Contract.
- P. Federal Regulations Applicable to All Federally Funded Contracts:**
1. For Local Education Agencies (LEAs): 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 75 or 76 as applicable, 77, 79, 80, 81, 82, 85, 99, 104, 47 CFR 0 and 64, and OMB Circulars A-87 (Cost Principles) and A-133 (Audits);
 2. For Education Service Centers (ESCs): 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 75 or 76 as applicable, 77, 79, 80, 81, 82, 85, 99, 104, 47 CFR 0 and 64, and OMB Circulars A-87 (Cost Principles) and A-133 (Audits);
 3. For Institutions of Higher Education (IHEs): 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 74, 77, 79, 81, 82, 85, 99, 104, OMB Circular A-21 (Cost Principles), 47 CFR 0 and 64, OMB Circular A-133 (Audits), and OMB Circular A-110 (Uniform Administrative Requirements);
 4. For Nonprofit Organizations: 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 74, 77, 79, 81, 82, 85, 99, 104, 47 CFR 0 and 64, OMB Circulars A-122 (Cost Principles) and A-133 (Audits), and OMB Circular A-110 (Uniform Administrative Requirements);
 5. For State Agencies: 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 76, 80, 81, 82, 85, 99, 104, 47 CFR 0 and 64, OMB Circulars A-87 (Cost Principles) and A-133 (Audits), and OMB Circular A-110 (Uniform Administrative Requirements); and
 6. For Commercial (for-profit) Organizations: 29 CFR 1630 and 48 CFR Part 31
 7. For American Recovery and Reinvestment Act funded projects: FAR 52.204-11, 52.212-5, 52.214-26, 52.215-2, and OMB Guidance Memo M-09-15.
- Q. Point of Contact and Escalation:** All notices, reports and correspondence required by this Contract shall be in writing and delivered to the TEA Project Manager listed below or their successors in office. Within thirty (30) days of execution of a contract, the respective Parties will designate the next level of personnel within each organization to address conflicts or ambiguity that cannot be resolved at the Project Manager level.

TEA

CONTRACTOR

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

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

funded projects, time and effort records must be in accordance with the requirements in the applicable OMB cost principles.

- S. Federal Rules, Laws, and Regulations That Apply to all Federal Programs:** Contractor shall be subject to and shall abide by all federal laws, rules, and regulations, pertaining to the Contract Project, including, but not limited to:
1. Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. sec. 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64;
 2. Title VI of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 CFR Part 100;
 3. Title IX of the Education Amendments 1972, as amended (prohibition of sex discrimination in educational institutions) and the regulations effectuating its provisions contained in 34 CFR Part 106, if Contractor is an educational institution;
 4. Section 504 of the Rehabilitation Act of 1973, as amended (nondiscrimination on the basis of handicapping condition), and the regulations effectuating its provisions contained in 34 CFR Parts 104 and 105.
 5. The Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age), and the implementing regulations contained in 34 CFR, Part 110;
 6. Family Educational Rights and Privacy Act of 1975, as amended, and the implementing regulations contained in 34 CFR, Part 99, if Contractor is an educational institution;
 7. Section 509 of of H.R. 5233 as incorporated by reference in P.L. 99-500 and P.L. 99-591 (prohibition against the use of federal grant funds to influence legislation pending before Congress);
 8. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103-382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and
 9. General Education Provisions Act, as amended.
- T. Forms, Assurances, and Reports:** Contractor shall timely make and file with the proper authorities all forms, assurances and reports required by federal laws and regulations. TEA shall be responsible for reporting to the proper authorities any failure by Contractor to comply with the foregoing laws and regulations coming to TEA's attention, and may deny payment or recover payments made by TEA to Contractor in the event of Contractor's failure so to comply. Contractor who is indebted or owes delinquent taxes to the state will have any payments under the Contract applied toward the debt or delinquent taxes owed the state until the account is paid in full, regardless of when the debt or delinquency was incurred. This provision does not apply if the warrant or transfer results in payments being made in whole or in part with money paid to the state by the Federal Government.
- U. Signature Authority; Final Expression; Superseding Document:** Contractor certifies that the person signing this Contract has been properly delegated this authority. The Contract represents the final and complete expression of the terms of agreement between the parties. The Contract supersedes any previous understandings or negotiations between the parties. Any representations, oral statements, promises or warranties that differ from the Contract shall have no force or effect. The Contract may be modified, amended or extended only by formal written amendment properly executed by both TEA and Contractor.
- V. Antitrust:** By signing this Contract, Contractor, represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation or institution has, (1) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract.
- W. Family Code Applicability:** By signing this Contract, Contractor, if other than a state Party, certifies that under Section 231.006, Family Code, that Contractor is not ineligible to receive specified grant, loan, or payment under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. TEA reserves the right to terminate this Contract if Contractor is found to be ineligible to receive payment. If Contractor is found to be ineligible to receive payment and the Contract is terminated, Contractor is liable to TEA for attorney's fees, the costs necessary to complete the Contract, including the cost of advertising and awarding a second contract, and any other damages or relief provided by law or equity.
- X. Dispute Resolution:** The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by TEA and Contractor to attempt to resolve all disputes arising under this Contract. The parties may agree to mediation of their dispute at any time. However, if all issues in dispute are not completely resolved through direct negotiations between the parties within 180 days after the Agency receives Contractor's notice of claim, then the parties must submit the dispute to mediation before a mutually acceptable mediator in Travis County, Texas. The mediation must be completed on or before 270 days after the Agency receives Contractor's notice of

claim. Completion of the mediation is a condition precedent to the filing of a contested case hearing under Chapter 2260. The Agency's participation in mediation or any other dispute resolution process shall not waive any of the Agency's contractual or legal rights and remedies, including but not limited to sovereign immunity.

- Y. Interpretation:** In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, Appendices, General Provisions, Special Provisions, Exhibits, and Attachments or other documents, the TEA Contract and its General Provisions, Appendices and Special Provisions shall take precedence over all other documents which are a part of this Contract.
- Z. Education Service Center:** No funds transferred to Regional Education Service Centers or to school districts may be used to hire a registered lobbyist.
- AA. Compliance with Laws:** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting Contractor's performance, including if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations. For the entire duration of the Contract, Contractor shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. When required or requested by the Agency, Contractor shall furnish TEA with satisfactory proof of its compliance with this provision.
- BB. Public Information:** The TEA is subject to the provisions of the Texas Public Information Act. If a request for disclosure of this Contract or any information related to the goods or services provided under the Contract or information provided to the TEA under this Contract constituting a record under the Act is received by the TEA, the information must qualify for an exception provided by the Texas Public Information Act in order to be withheld from public disclosure. Contractor authorizes the TEA to submit any information contained in the Contract, provided under the Contract, or otherwise requested to be disclosed, including information Contractor has labeled as confidential proprietary information, to the Office of the Attorney General for a determination as to whether any such information may be exempt from public disclosure under the Act. If the TEA does not have a good faith belief that information may be subject to an exception to disclosure, the TEA is not obligating itself by this Contract to submit the information to the Attorney General. It shall be the responsibility of the Contractor to make any legal argument to the Attorney General or appropriate court of law regarding the exception of the information in question from disclosure. The Contractor waives any claim against and releases from liability the TEA, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by the Contractor and determined by the Attorney General or a court of law to be subject to disclosure under the Texas Public Information Act.
- The 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. WCAG 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 documents(s) for CAT review. Changes in the major contract solicitation are considered substantial when: 1) the solicitation change caused the estimated value for the original term of the contract, not including renewal periods, to increase by 25% or more; 2) or there are significant revisions, deletions and/or additions to the specifications, statement of work (SOW), set(s) of deliverables, performance measures, payment methodology, etc.

1. The Contractor is permitted to rebudget among direct cost categories within the approved budget to meet unanticipated requirements and to make limited changes (less than 10%) to the approved budget without submitting a written Amendment. However, a revised budget document must be submitted to the TEA Project Manager for approval. Once approved, the documents must be submitted to the Contracts office and will be incorporated into the Contract file. Failure to submit the budget documents will result in invoices being rejected or payment delayed.
2. Written Amendments are required for the following Contract changes:
 - a. Any revision which would result in the need for additional funding;
 - b. Any revision to the scope of work, deliverables, or objectives of the Contract (regardless of whether there is an associated budget revision requiring prior approval) additionally increases of 25% or more must be approved by the Comptroller;
 - c. A request to extend the period of the Contract;
 - d. Cumulative transfers among direct cost categories which exceed or are expected to exceed ten percent of the current total approved budget category;
 - e. Any reduction of funds or reduction in the scope of work;
 - f. Whenever a line item within a class/object code is added;
 - g. An increase in the quantity of capital outlay item(s) requested; and
 - h. An increase or decrease in the number of positions charged to Contract.

All Amendments must be signed by both parties.

WW. Payment: Payment for goods or services purchased with State-appropriated funds will be issued by electronic Direct Deposit from the State Treasury. Direct Deposit is the preferred method of payment. Any payment owed by an Agency must be transmitted electronically to the Vendor no later than 30 days after the later of:

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

Invoices must be submitted to TEAAccountsPayable@tea.state.tx.us and the TEA Project Manager.

Additional information and a Direct Deposit Authorization application may be found at: <https://fm.xcpa.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: