



TEXAS EDUCATION AGENCY

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

REQUEST FOR PROPOSAL (RFP)

RFP #701-16-018

Texas Certificate of High School Equivalency (TxCHSE) Examination Provider(s)

Authorized by TEC § 7.111 and Texas Administrative Code (TAC), §89.41 – §89.47

PROPOSAL DELIVERY LOCATION:	REFER INQUIRIES TO:
Purchasing, Contracts and Agency Services Division Texas Education Agency 1701 N. Congress Ave., Rm. 2-125 Austin, TX 78701-1494 (512) 463-9041	Yvette Butler TEAContracts@tea.texas.gov

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

November 17, 2015, before 2:00 P.M. Central Time

Pursuant to the Provisions of the Texas Government Code Title 10 Subtitle D Chapter 2156.121 – 2156.127, sealed proposals will be received until the date and time established for receipt. After receipt, names, prices and other proposal details may only be divulged after award of contract(s), if contract(s) are awarded. The award notice will be posted to the electronic state business daily at <http://esbd.cpa.state.tx.us/>.

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

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

All proposals must be delivered to the Texas Education Agency Purchasing, Contracts and Agency Services Division as required by the instructions within this request. All addenda to and interpretation of this solicitation shall be in writing. The State shall not be legally bound by an addenda or interpretation that is not in writing.

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

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

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SECTION ONE INTRODUCTION AND PURPOSE

1.1 PURPOSE

The Texas Education Agency (TEA) on behalf of the State Board of Education (SBOE) seeks to identify qualified proposals to provide high school equivalency examinations aligned to the Texas Essential Knowledge and Skills (TEKS), the Texas College and Career Readiness Standards (CCRS), and be equivalent to requirements of the Foundation graduation program. The selected Provider(s) (herein referred to as "Provider(s)") would provide a high school equivalency assessment that shall be the basis for TEA to issue the Texas Certificate of High School Equivalency.

A proposal shall demonstrate how the selected Provider (s) will make available high school equivalency assessments for use in a variety of TEA-approved testing centers throughout the state, including those at correctional facilities.

Eligible proposers are nonprofit organizations, institutions of higher education (IHEs), and private or public companies.

Proposers must meet the following criteria:

- Demonstrate extensive experience providing a high stakes testing program including a minimum of three (3) years of experience providing services for large-scale (e.g. statewide or national) high stakes testing. A "high stakes" testing program includes assessments used for federal and state educational accountability purposes, student graduation requirements, and college qualification or entrance exams
- Demonstrate experience in developing and administering large-scale assessments, training for test administration staff, securing of examination materials, storage of confidential data, and transfer of that data
- Demonstrate a proven track record of managing and implementing large scale projects
- Demonstrate knowledge of successful instruction and academic practices at the secondary school level in relation to providing high stakes testing
- Demonstrate financial stability
- Demonstrate alignment to Texas Essential Knowledge and Skills (TEKS) including the Texas College and Career Readiness Standards (CCRS) for the following courses: Algebra I, English I, English II, Biology, and U.S. History.

The SBOE will select the provider(s) based upon a number of criteria, including the provider(s)' demonstrated competence, alignment to the TEKS for courses in the foundation high school graduation program, experience, knowledge, qualifications, written and verbal communication skills, and ability, in the absence of disqualifying relationships or conflicts of interest, and reasonableness of proposed fees, among others. The SBOE reserves the right to make one or multiple awards in the best interests of the state, as a result of this RFP process.

No funding is directly associated with this request for proposals.

1.2 BACKGROUND

Over 3.5 million adult Texans lack an accredited high school diploma or equivalency certificate. Lacking these credentials makes seeking employment or higher education challenging. Since the early 1940's, high school equivalency exams have given Texans the opportunity to demonstrate their knowledge thereby increasing their employability and opportunities to further their education.

Approximately 53,000 individuals take high school equivalency exams each year in Texas. Currently, these exams are administered in over 161 public computer-based testing centers with an additional 133 correctional facilities administering the examinations on paper or computer.

Texas Education Code (TEC), §7.111 authorizes the SBOE to provide for the administration of high school equivalency examinations. The SBOE through rule has given TEA authority to administer the Texas Certificate of High School Equivalency (TxCHSE).

TxCHSE is administered by the Texas Education Agency (TEA) for individuals who did not earn an accredited high school diploma and would like to earn their certificate of high school equivalency by passing examinations to demonstrate proficiency. TEA is the only agency in Texas that is authorized to issue a certificate of high school equivalency.

Statutory Authority:

- **TEC §7.111**
<http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.7.htm#7.111>
- **Texas Administrative Code (TAC), §89.41 – §89.47**
<http://ritter.tea.state.tx.us/rules/tac/chapter089/ch089c.html>

1.3 CONTRACT TERM/OPTION TO EXTEND

The term of any contract resulting from this RFP shall be from contract award until August 31, 2019. TEA, at its own discretion, may extend any contract awarded pursuant to this RFP for up to two additional fiscal years under the same or different terms subject to approval from the SBOE for this project. If renewed, the first renewal period shall be from September 1, 2019 through August 31, 2020; and the second renewal period shall be from September 1, 2020 through August 31, 2021.

1.4 BUDGET

One or more contracts may be awarded as a result of this RFP. The high school equivalency assessment program in Texas is supported entirely by user fees; at the local level by testing fees and at the state level by processing fees. **No state funding is directly associated with this request for proposals.** Proposers must include a detailed cost structure in accordance with the requirements of Section 3.5 of this request for proposals and complete the examination cost template.

1.5 PROJECT DESCRIPTION AND REQUIREMENTS

This RFP is designed to accomplish the following objective:

- Select provider(s) for the high school equivalency examination that will be the basis for TEA to issue the Texas Certificate of High School Equivalency.

The Texas Education Agency is the sole issuer of the Texas Certificate of High School Equivalency. Examinations for the TxCHSE will be available to the public only through TEA-approved official testing centers.

While the TEA does not guarantee any minimum or maximum testing through the RFP, the selected provider(s) must have the capability and capacity to handle the test-taker demand for examinations from both a volume and geographic standpoint (map of current testing centers included in Attachment E).

In order to assist TEA in accomplishing the objective, TEA invites proposals from entities that provide high school equivalency examinations. Proposals are expected to address the method and manner in which they propose to accomplish each requirement. A Proposer may choose to address additional areas that, in its professional opinion, should be included in the response. The examinations must be ready for administration by TEA-approved testing centers in the state of Texas by July 1, 2016. The proposal must describe the methodology and timeline for providing each of the following key requirements.

1. Qualifications and Experience
2. Examination Development and Validation
3. Alignment to Texas Standards
4. Examination
5. Test-Taker Registration including Scheduling Processes and Requirements
6. Examination Administration Requirements for Testing Sites
7. Examination Costs and Texas Administrative Fee
8. Accommodations
9. Scoring and Results Reporting
10. Data and Access Requirements
11. Support, Supplemental Instructional Materials, and Professional Development
12. Coordination with TEA

NOTE: Texas Administrative Code rules for the Texas Certificate of High School Equivalency (<http://ritter.tea.state.tx.us/rules/tac/chapter089/ch089c.html>) establish official testing center eligibility, test-taker eligibility, retesting, accommodations, and issuance of certificate rules. All Provider(s) must ensure that responses are in alignment with the Texas Administrative Code.

1. Qualifications and Experience

- a) Demonstrate extensive experience in providing a high stakes testing program including a minimum of three (3) years of experience providing services for large-scale (e.g. statewide or national) high stakes testing. A “high stakes” testing program includes assessments used for federal and state educational accountability purposes, student graduation requirements, and/or college qualification or entrance exams.
- b) Demonstrate experience in developing and administering large-scale assessments, training for test administration staff, securing of examination materials, secure storage of confidential data, and secure transfer of that data.
- c) Demonstrate a proven track record of managing and implementing large scale (such as statewide or equivalent) projects.
- d) Demonstrate knowledge of successful instruction and academic practices at the secondary school level in relation to providing high stakes testing.
- e) Demonstrate financial stability.
- f) Demonstrate alignment to Texas Essential Knowledge and Skills (TEKS) including the Texas College and Career Readiness Standards (CCRS) for the following courses: Algebra I, English I, English II, Biology, and U.S. History

Proposers must submit a minimum of three professional references to substantiate the proposer's capacity and qualifications as noted in the previous list. References should be current (within the past three years) and must include contact name, title, organization name, address, phone number, and email address.

2. Examination Development and Validation

- a) Describe the research or evidence that was used to design the valid and reliable assessment to measure high school equivalency. Documentation of this requirement must be provided as appendices that must include a bibliography citing evidence of meeting this requirement, and show that the test items and passages generate reliable and valid performance data.
- b) Describe how the assessments are equivalent to, or exceed, the most recent content and technical standards established by The Standards for Educational and Psychological Testing (American Education Research Association, American Psychological Association, and National Council on Measurement in Education).
- c) Demonstrate national acceptance of the proposed examinations by colleges and employers.
- d) Provide results of reliability and validity studies with evidence of comparability with other high school equivalency exams including how the examination was validated and an explanation of the process used to ensure that the validation was reliable and non-biased.

- e) Describe the process used to norm the test based on the academic performance of individuals who recently obtained a high school diploma.

3. Alignment to Texas Standards

- a) Provide documentation of alignment to the TEKS (including the CCRS) for the courses Algebra I, Biology, English I, English II and U.S. History. The TEKS for these courses may be found in 19 TAC §110-113. Specific citations and links are listed below.

Algebra I	§111.32	http://ritter.tea.state.tx.us/rules/tac/chapter111/ch111c.html
Biology	§112.34	http://ritter.tea.state.tx.us/rules/tac/chapter112/ch112c.html
English I	§110.31	http://ritter.tea.state.tx.us/rules/tac/chapter110/ch110c.html
English II	§110.32	http://ritter.tea.state.tx.us/rules/tac/chapter110/ch110c.html
U.S. History	§113.41	http://ritter.tea.state.tx.us/rules/tac/chapter113/ch113c.html

The Proposer(s) must submit the exam documentation to an independent organization to determine alignment to the foundation high school graduation program TEKS as listed above. Any costs associated with the independent alignment study will be the responsibility of the Proposer. TEA will verify the results of the alignment study conducted by the independent organization. The alignment study must be submitted to TEA as a component of the proposal.

Proposer(s) may produce their own alignment study in addition to an independent alignment study.

- b) Explain how the examination will continue to be aligned to TEKS and CCRS during the agreement period, including updates and revisions.
c) Assure that the examination provided is in compliance with state law which prohibits the State Board of Education from adopting common core state standards and school districts from using common core state standards to comply with the requirement to provide instruction in the TEKS. Additional information may be found at <http://tea.texas.gov/index4.aspx?id=25769808124>

4. Examination

- a) Assure that any examinations wishing to be considered for the TxCHSE are constructed in a manner similar to the STAAR assessment program and address the following content areas: Algebra I, Biology, English I, English II, and U.S. History.
b) Describe the subject areas included in the examination battery.
 - Describe how specific items were developed and selected for the examination.
 - Describe the testing time allowed for each subject area exam and include the length of time allowed for completion of the examination battery.
c) Describe the test delivery method (paper-based, computer-based etc.).
 - Describe the retest policy for each method including any wait time and/or limitations between retesting.
 - State the languages in which the test is available.
d) Describe the test delivery method for correctional facilities including any different or additional testing options provided for correctional facilities.
e) If proposing a computer-based test:
 - Indicate whether the computer-based test is a web-based or a stand-alone product. The test must be secure on the internet and be accessible by test administrators only. If the test is web-based, the test taker must only have access to the test and no other internet resources. The Provider(s) must have sufficient capacity to handle peak testing cycles. If there is a likely period of high volume testing, the Provider must be equipped with the connectivity and computing capacity to absorb the high volume of test data.

- ii. Describe how the administration platform will be used by administrators to manage the testing process. The platform must be system-agnostic, meaning that the platform can run on a reasonable proportion of the computers in place at the testing sites. This must include the following minimum specifications for:
 - a. Desktop, laptop, or other devices on which the test is delivered.
 - b. Any administrative device associated with the units on which the test is delivered (if applicable)
 - c. Storage requirements involved in the delivery of tests (if applicable)
 - d. Networking associated with any device involved in the delivery of tests (if applicable)
 - e. Infrastructure for Internet, printing, and any other applicable requirements involved in the delivery of the tests
- iii. Describe how the Proposer will provide oversight over the administration of the exams including:
 - a. Adequacy of test facilities
 - b. Test center contracts
 - c. Test material ordering
 - d. Training of test center staff
 - e. Testing irregularities
 - f. Test center monitoring
 - g. Assurance of test security
- f) If the Proposer is proposing a paper-based test:
 - i. Describe the requirements of test centers for the handling of test materials including:
 - a. Ordering test materials including answer sheets, transmittal documents and demographic forms
 - b. Shipping and receiving test material and answer documents
 - c. Secure storage
 - d. Inventory such as frequency documentation
 - ii. Describe how the Proposer will provide oversight over the administration of exams including:
 - a. Adequacy of test facilities
 - b. Test center contracts
 - c. Test material ordering
 - d. Training of test center staff
 - e. Testing irregularities
 - f. Test center monitoring
 - g. Assurance of test security
- g) Describe the processes that will be used should a breach in test administration security occur and the manner in which the TEA will be informed of the problem including the resolution.

5. Test-Taker Registration including Scheduling Processes and Requirements

- a) Registration of test takers will be handled by the test provider(s). Describe the test-taker registration process including, but not limited to:
 - i. The steps in the registration process
 - ii. Any required demographic data
 - iii. Any optional demographic data
 - iv. The registration process for correctional facilities, if different than above
- b) Describe the process to be used by test takers to schedule tests (including retests).
- c) Registration system must be customizable to adapt to any Texas-specific requirements.

6. Examination Administration Requirements for Testing Sites

- a) Describe the standard minimum requirements for a location to be considered a testing site including:
 - i. The types of entities that will be permitted to serve as testing and addendum sites
 - ii. Support service requirements such as record keeping and accessibility requirements
 - iii. Additional equipment that may be required
 - iv. Physical storage or space requirements
 - v. Testing security administration and physical security requirements
- b) Describe the process for monitoring testing centers to ensure test security and appropriate and consistent administration procedures. The Proposer(s) will be responsible for the monitoring and administration of all testing.
- c) Describe procedures in place to investigate, communicate, and resolve test administration irregularities. The Proposer(s) must employ adequate security measures to ensure the security and integrity of assessments.

7. Examination Administrators/Proctors

- a) Describe requirements of personnel who will administer and proctor the paper-based and/or computer-based tests including, but not limited to:
 - i. Qualifications including degrees or certifications
 - ii. Responsibilities
 - iii. Provider specific requirements such as examinations required of a test administrator
 - iv. Professional development (required and/or recommended)
- b) Provide a copy of any support materials including manuals/guidebooks that set forth policies and procedures and briefly describe relevant policies and procedures. Policies and procedures described must include the security procedures for handling test takers' suspected and actual misconduct including, but not limited to:
 - i. Test-taker disruption
 - ii. Violation of pre-described test-taker responsibilities such as the handling of test materials, unauthorized items in the testing center, and giving or receiving unauthorized assistance
 - iii. Administrative error that impacts procedural administration of an examination

8. Examination Costs and Texas Administrative Fee

- a) Describe all costs associated with the proposed test. Description must include the costs for:
 - i. The full test battery per test taker
 - a. Breakdown of the individual test costs
 - b. Breakdown of retest costs
 - c. Breakdown of costs for testing in correctional facilities (if different from costs described above)
 - ii. Scoring a full examination battery and individual subject area tests
 - iii. Re-testing an individual subject area test
 - iv. Data management and transfer of records to the TEA
 - v. Training of staff in support of test administration or instructors in test administration
 - vi. Practice test(s)
 - vii. Pretest and posttest resources available to test takers and related costs
 - viii. Any other cost(s) associated or anticipated not otherwise covered or mentioned
- b) Describe the process for compensating testing centers for administration of the test.
- c) Describe method(s) for collecting examination costs directly from test taker and/or a third party.
- d) Describe the process for collecting the state required per test administrative fee (per test fee is calculated by dividing \$15.00 by the number of tests in the battery).
 - a. Certify the payment system meets PCI compliance.

- e) Describe the process for transmitting the state required per test administrative fee to TEA on a monthly basis.
- f) If the test center fee is not standard across states and testing centers, provide the minimum and maximum test center fee by state, from each state currently providing the Proposer's test. (complete the chart in Appendix H entitled Examination Costs)
- g) Describe assistance that will be available for individuals that experience financial barriers in paying for the test.

9. Accommodations

The test provider(s) must make available reasonable accommodations that comply with the Americans with Disabilities Act requirement at no additional charge to the test taker. No pre-payment shall be required to evaluate requests for accommodations. Any private or public entity that offers examinations relating to certification or credentialing for secondary or post-secondary education, shall offer such examinations in a place and manner accessible to persons with disabilities or offer alternative arrangements for such individuals as special accommodations, and be able to evaluate the special accommodation request. See 42 U.S.C.S. §12189. The test provider(s) shall ensure that the validity of all allowable accommodations is supported and documented.

- a) Describe the process for test takers to request accommodations.
- b) Describe how test accommodations for individuals with disabilities will be provided for all versions of the tests.
- c) Describe the recommended guidelines to be used to determine the validity of accommodation requests. All guidelines must be submitted to TEA for approval before the guidelines are implemented.
- d) Describe how a request for test accommodations will be evaluated by qualified educational personnel to determine if the test taker's accommodation will be approved.
- e) Describe the appeals process for an individual whose initial request for accommodations was denied.
- f) Describe any costs incurred by the test taker regarding accommodations.

10. Scoring, Results, and Reporting

Scoring

- a) The commissioner of education will determine the process for conducting an equating study. The process may require the Proposer(s) to submit the examination and associated data to an independent organization for the equating study to ensure all proposed examinations are at the same level of rigor. Any costs associated with this study (including reporting of Lexile levels) shall be the responsibility of the Proposer(s). The SBOE will establish a passing score based on the results of the equating study. The SBOE will not determine a score that constitutes readiness for post-secondary success.
- b) Describe the process used in determining high school equivalency and college/career readiness scoring levels.
 - i. Provide the minimum passing scores
 - ii. Provide any additional scoring information such as identification of college and career readiness
 - iii. Provide information that helps a test-taker understand his or her scores in comparison to other test-takers and/or high school graduates.
- c) Describe test scoring methodology, including how essays are scored.
- d) Describe each step of the test scoring and results procedures (including adequate quality assurance checks to ensure accuracy of scores) that will be followed by the test site, test provider(s), and/or others to score and make available results to the test-taker, including a test taker's responses to the test.
- e) Describe the quality control systems that will be used to verify accuracy of scoring, processing, and reporting of all test scores.

- f) Describe how a passing score is determined including test/battery passing scores/non-passing scores, and percentile scores. If during the duration of an agreement with TEA the scores will change, the score changes must be described in the proposal.
- g) Identify whether there is an overall score or individual test minimums.
- h) Identify the time between test administration and access to scores.
- i) If proposing to use the test to provide diagnostic guidance to test-takers, describe how test summaries, test item analysis, and/or skill builder guidance can assist the test-taker.
- j) If proposing training, describe the training that will be provided to the Texas Education Agency, educators and testing centers on the interpretation of the additional scores
- k) Describe the methodology used and recommended scores, when determining what constitutes readiness for post-secondary success upon completion of testing.

Results

- a) Describe the method for test centers to view aggregate data for their own test center.
- b) Describe the mechanism for TEA to view all statistical data.
- c) Describe the state-level web-based reporting to be provided. Reporting must include, but is not limited to:
 - i. Average score by test
 - ii. Average score by battery
 - iii. Average score by gender
 - iv. Average score by age/cohort group
 - v. Customized reports upon request
- d) The proposal must include a plan to provide an annual progress report to TEA. The annual report is due to TEA by the last business day in January. The annual progress report must include cumulative data for the year-to-date in achieving and administration of the key deliverables of the final agreement. Samples of proposed annual progress report may be submitted as an attachment.
- e) Describe the process for determining comprehensive diagnostic reporting that clearly identifies test takers strengths and growth areas needed.

11. Data and Access Requirements

The state of Texas shall maintain ownership of all test-taker data and related archives. TEA data will be the official data for issuance of the Texas Certificate of High School Equivalency.

- a) Describe how, upon completion of each test, the Proposer will make available individual test-taker score reports to test takers within three working days. If for any reason the three-day time limit cannot be met, TEA must be notified in writing. If the Proposer is proposing a paper-based test, detail a timeline that also includes a narrow timeframe for the transport of answer documents to a scoring center.
- b) Provide assurance that the Proposer will make available a secure location for TEA to retrieve test results daily. Each test file must have a unique identifiable file name.
 - i. Data must be made available in XML schema (see Attachment F).
 - ii. Describe how the XML files will be secured. Description must include information regarding where the data is stored, transmission, and encryption of data. Describe how the data is encrypted at-rest and in-transit. (an architectural diagram of the system must be included)
- c) Assure that the connection speed and download time for retrieving data is at a level acceptable by TEA. The download standard is 50 MB/second.
- d) Assure that the Proposer will be able to allow TEA to monitor system security posture, which includes TEA audit rights. Monitor system security posture includes monitoring for patch management and other vulnerabilities, which if exploited, could lead to a leak or break of data. The system should be on a regular patch management cycle as agreed upon by all parties. TEA will monitor the system security posture using vulnerability scanners to identify issues and request remediation of any identified Open Web Application Security Project

- (OWASP) Top 10 list of vulnerabilities. Should the system contain student education records, remediation of vulnerabilities must be compliant with standards based on Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) requirements; the Federal law that protects the privacy of student education records.
- e) Assure that the Proposer's system will be available to TEA 24 hours a day, seven days a week, and 365 days a year 99.5% of the time. All regular system maintenance must be confined to non-business hours (7p.m. to 6a.m.) and with prior approval given by TEA. Any planned emergency maintenance may be done at any time with prior approval of TEA.
 - f) Assure that the Proposer will not disseminate, publish, or incorporate any data into a separate central database or warehouse without the expressed prior written consent of TEA. The Provider(s) must not use any data for marketing, or any other purposes, without the expressed prior written consent of TEA.
 - g) Assure that the Proposer's database will employ a secure user login screen with strong passwords that permits only users pre-authorized by TEA to access the program and appropriate encryption technology to ensure secure transmission over a network. The encryption technology proposed must comply with TEA's policies.
 - h) If the system includes web-based applications, describe how the Proposer will monitor and test for web application vulnerabilities.

12. Support, Supplemental Instructional Materials, and Professional Development

- a) Describe how technical assistance to testing sites will be available on an "as needed" basis. Technical assistance must be available during normal testing hours usually between 7:00 a.m. and 6:00 p.m., CST/CDT, Monday through Saturday, excluding State and Federal holidays via a toll-free telephone number and online access for test centers and test-takers for support. The toll-free telephone number must accommodate the needs of individuals under the Americans with Disabilities Act of 1990, as Amended.
- b) Describe supplementary test-preparation materials that will be available including estimated cost and how materials are aligned to prepare individuals for the examination.
- c) Identify whether a practice test aligned to the test battery is made available in the appropriate format for the purpose of predicting test readiness of potential test-takers and to aid instructional personnel in the preparation of test-takers with diagnostic feedback. Describe where information regarding the practice test is located.
- d) Describe any professional development that will be available to TEA, educators, and testing center personnel.
- e) Describe the support materials available for those who serve as test administrators.
- f) Describe supplemental supports available to TEA which may include marketing material for the general public and the adult education system.

13. Coordination with TEA

- a) In the proposal, provide for, at a minimum, monthly management meetings between the test provider(s) and TEA staff. Meetings may be held by telephone, videoconference, or face-to-face. The monthly management meetings will provide an opportunity to review and discuss the current status of the implementation and address any concerns. The test provider(s) must prepare an agenda with input from TEA, take minutes, and submit the minutes to TEA by e-mail. Minutes must include the status of the activities identified for completion with the deadline and person(s) assigned to each activity.
- b) Describe the process for effective and seamless transition upon conclusion of this agreement.
- c) The proposal must provide for flexibility so that Texas is able to implement TxCHSE in a manner that meets the needs and applicable laws of the state.
- d) All proposals must respond to all requirements listed in the proceeding pages in order to be considered. Failure to provide a response will result in disqualification of proposal and the proposal will not receive further consideration.

- e) Proposer must submit the TxCHSE Response Summary document found in Attachment I. This document will provide SBOE with an overview of the proposal.

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SECTION TWO GENERAL INSTRUCTIONS AND STANDARD PROPOSAL REQUIREMENTS

2.1 PROPOSAL SUBMISSION, DATE, AND TIME

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

November 17, 2015, before 2:00 P.M. Central Time

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

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

2.1.1 Receipt of Proposals

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

Method of Submittal

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

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

2.1.2 Purchasing, Contracts and Agency Services (PCAS) Office

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

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

2.1.3 Number of Copies of Proposal

Twenty one (21) hard copies and seven (7) CDs/USB Flash Drives of the proposal must be submitted. The required number of copies of the proposal must be received in the TEA Purchasing, Contracts & Agency Services Office before 2:00 P.M. (CT) on the established deadline date. Failure to meet this condition shall result in disqualification of the proposal and the proposal shall receive no further consideration. Photocopying is not available at TEA.

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

2.1.4 Intent to Submit Proposal

All prospective Providers should notify the Texas Education Agency in writing of their intent to submit a proposal (Attachment A) by November 3, 2015 to the TEA Purchasing and Contracts Division via email TEAContracts@tea.texas.gov or by FAX (512) 475-1706. Failure to notify the Agency of the intent to submit a proposal will not disqualify the Provider from submitting a proposal.

2.2 EXPECTED SEQUENCE OF EVENTS/CRITICAL DATES

DATE	EVENT
10/6/2015	Publication of Request for Proposals in the electronic state business daily at http://esbd.cpa.state.tx.us/
10/27/2015	Last day to submit written questions about the RFP to TEA, no later than 5:00 P.M., CT
11/3/2015	Notice of Intent to submit a proposal is due in the TEA Purchasing, Contracts & Agency Services Office by 5:00 P.M.
11/17/2015	Proposal is due in the Purchasing, Contracts & Agency Services Office before 2:00 P.M., CT
11/2015 - 1/2016	Evaluation process, oral presentations, and /or negotiations Top finalists may be asked to an interview by the SBOE during the January 2016 scheduled meeting
1/2016	Selection of Provider after approval by State Board of Education.
7/2016	Beginning date of contract and commencement of work
8/31/2019	Ending date of contract

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

2.3 QUESTIONS RECEIVED PRIOR TO OPENING OF PROPOSALS

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

Yvette Butler
TEAContracts@tea.texas.gov

2.3.1 Requests for Additional Information

In order to ensure order to assure that no prospective Provider may obtain a competitive advantage because of acquisition of information unknown to other prospective Providers, any additional information that is different from or in addition to, information provided in the Request for Proposal will be provided only in response to written inquiries. Copies of all such inquiries and the written answers will be posted as an addendum to the Request for Proposal at the Electronic State Business Daily (ESBD) at <http://esbd.cpa.state.tx.us/> and the TEA website. The addendum will be updated as needed on a weekly basis while the RFP is advertised. The provider's failure to periodically check the ESBD will in no way release the selected provider from "addenda or additional information" resulting in additional cost to meet the requirements of the RFP. **NO PHONE INQUIRIES WILL BE ACCEPTED.**

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

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

2.4 STANDARD PROPOSAL REQUIREMENTS

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

2.5 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

2.6 DISCLOSURE OF PROPOSAL CONTENT

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

2.7 CONFLICT OF INTEREST

A Provider will not be selected if it has a conflict of interest that will or may arise during the performance of its obligations under the contract. For this reason, Provider's response to this RFP must disclose all business interest and all relationships (i.e. previous employment, personal relationships etc.) that could be considered to pose possible conflicts of interest in the provider's performance of contract obligations. In addition, Providers must represent and warrant in its response to this RFP and in the contract that in the performance of services under the contract, (1) Provider does not have and will not have any actual, perceived or potential conflict of interest, and (2) Provider will take whatever reasonable actions may be necessary and prudent to avoid even the appearance of impropriety.

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

SECTION THREE PROPOSAL FORMAT AND CONTENT

3.1 PROPOSAL FORMAT AND CONTENT

Proposals must be written entirely on 8 ½" X 11" white paper and must be limited to fifty (50) pages not including appendices and attachments. Proposals should be stapled in the top left corner or if bound may be bound in no more than a 3-ring binder. Proposals must be submitted in a manner which does not carry any benefit, keepsake, or value for members of the review panel.

3.1.1 Proposal Cover Page

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

3.1.2 Response Checklist

This checklist is to assist Providers in ensuring that all information is included in their response. Failure to provide the required information may result in disqualification of the proposal. Providers must refer to the appropriate section of the RFP for detailed information on the following:

<input type="checkbox"/>	RFP Cover Page	Sec. 3.1.1/Attachment C
<input type="checkbox"/>	Understanding of the Project and Methodology	Sec. 3.2
<input type="checkbox"/>	Management Plan	Sec. 3.3
<input type="checkbox"/>	Task Activity Plan	Sec. 3.4/Attachment D
<input type="checkbox"/>	Cost Proposal	Sec. 3.5
<input type="checkbox"/>	Provider's Financial Responsibility	Sec. 3.6
<input type="checkbox"/>	Signed Execution of Offer, Affirmation of General Provisions, and Proposal Preferences	Attachment B
<input type="checkbox"/>	Examination Costs	Attachment G
<input type="checkbox"/>	TxCHSE Response Summary	Attachment H

3.2 UNDERSTANDING OF THE PROJECT AND METHODOLOGY

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

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

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

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

3.3 MANAGEMENT PLAN FOR THE PROJECT

The Provider(s) must provide satisfactory evidence of capability to manage and coordinate the types of activities described in the RFP and to produce the specified product or service on time. To provide information on qualifications to accomplish the described tasks, Provider(s) must include in this section the following information:

- Structure of the organization

- Indications of the ability to perform the tasks described in section 1.5
- Evidence that the Provider has experience through working on similar projects
- Three (3) current references that include the name of the Agency or entities, the nature of the project, kinds of activities that were performed by the Provider must be described, and the name and phone number of a contact person from each employing agency/entity must be provided. Names given as references will not affect the scoring. In addition, no employees of TEA can be listed in the proposal as references. They may be listed in a memo transmitting the proposal, but not in the proposal. If the Provider plans to use external consultants or subproviders, a staff organization and resumes of consultants and/or subproviders must be included.
- Name of the Provider's Project Manager who will direct the overall project throughout the duration of the contract as well as those of staff members who will coordinate major activities during each phase of the contract, and the time allocations that the personnel described will devote to fulfillment of the contract. Providers must also identify the next level of authority within the organization to escalate issues throughout the term of the contract. The information will be required during the contract kick-off meeting. (Resumes of all project staff members shall be submitted as an appendix.) If the resumes include references, the references will not be considered in the review.

3.4 TASK/ACTIVITY PLAN

Proposer must plan for a project starting date of no earlier than July 1, 2016, and an ending date of no later than August 31, 2019 if selected as a test provider. The test provider(s) must submit a task/activity plan specifying, to the degree possible, the tasks and activities which are to be undertaken. Timelines showing beginning and ending dates for each major task are to be included, as well as the name(s) of person(s) responsible for each task. Activities must be sufficiently designed and outlined in the task/activity plan that will provide evidence of satisfactory delivery of services and products. Time frames must be logical and appropriate to complete all activities within the beginning and ending dates of the contract. Failure to meet this condition shall result in disqualification of proposal and the proposal shall receive no further consideration.

3.5 COST PROPOSAL

All services provided to the Agency in fulfillment of the requirements of this RFP are provided at no cost to the State. The TEA will not pay the selected provider for these services. Provider will receive payment from test takers at the time of registration and/or from the testing sites.

The Provider must submit a budget detailing any fees intended to be assessed to accomplish the project objectives and activities outlined in the task/activity plan.

The Agency shall assume that absolutely no other fees or charges will be assessed to the State, local Testing Sites, or test takers in connection with the services granted herein to satisfy the RFP requirements. Therefore, the successful provider shall be responsible for any additional costs.

This section of the proposal must also contain a proposed Schedule of Task Completion (Attachment D) which ensures completion of tasks and the delivery of products by specified dates.

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

3.6 PROVIDER'S FINANCIAL RESPONSIBILITY

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

- a. Private companies must submit their most recent audited financial statement or a certified public accountant-compiled financial report;

- b. Nonprofits must submit an audited financial statement, a certified public accountant-compiled financial report, or similar document; and
- c. Individuals must submit those documents which depict their financial stability, such as an audited proprietorship financial statement, statement from a certified public accountant or banker, or a statement from providers or suppliers.

Nonprofit organizations may also be required to submit proof of nonprofit status. A Provider may show that it is a nonprofit organization by any of the following means:

- a. A copy of a letter from the Internal Revenue Service recognizing that contributions to the organization are tax deductible under Section 501(c)(3) of the Internal Revenue Code;
- b. A statement from a state taxing body or the state attorney general certifying that the organization is a nonprofit organization operating within the state and that no part of its net earnings may lawfully benefit any private shareholder or individual;
- c. A certified copy of the provider's certificate of incorporation or similar document if it clearly establishes the nonprofit status of the Provider; or
- d. Any item described above if that item applies to a state or national parent organization, together with a statement by the parent organization that it is a local nonprofit affiliate.

Failure to meet this condition, shall result in a non-award.

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SECTION FOUR REVIEW OF PROPOSALS

4.1 REVIEW OF PROPOSALS

Review of proposals will begin as soon as practical after receipt. The Proposers receiving the most favorable ratings during the first round of selection will be asked to send a representative to Austin, Texas, at a time and place to be arranged for oral presentation of proposals. Proposals will be rated again following oral presentations. The evaluation team shall consist of TEA staff knowledgeable in the content area, and will also include reviewers from outside the Agency with expertise in the area. The recommendations of the review panel will be assembled and presented to the SBOE and senior executive staff. The SBOE may request that the top finalists come to Austin for an interview to discuss the provider's experience and qualifications at a SBOE meeting. The SBOE meetings are held in the William B. Travis State Office Building, which houses the Texas Education Agency, at 1701 North Congress Ave. These meetings are open to the public. The SBOE will:

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

By law, the Agency may not disclose any information until a contract is executed by both parties. Upon contract award, TEA will post the contract award notice to the Electronic State Business Daily (ESBD) at: <http://esbd.cpa.state.tx.us/>. Additional copies of proposals **not selected** will be destroyed in accordance with the agency approved records retention policy.

4.2 SELECTION CRITERIA

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

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

Categories	Possible Points
A. Quality of Technical Component: 1. Adequacy and appropriateness of project design (25) <ul style="list-style-type: none">• Understanding of the needs of the state of Texas regarding high school equivalency examinations (5)• Clear overview of the proposed services. (5)• Understanding of the nature and scope of the work involved (5)• Examination described is fully developed and validated (or will be by July 2016) (5)• Clear plan to make the examination easily accessible to all individuals. (5) 2. Understanding of prior studies and research (15) <ul style="list-style-type: none">• Understanding of the psychometrics of developing and implementing a high school equivalency examination such as TxCHSE (5)• Use of evidence-based research in the development of the assessment as indicated by the bibliography included in the appendices (5)• Clear evidence that the Provider performed validity studies on the	120

Categories	Possible Points
<p>examination and implemented quality improvements as a result (5)</p> <p>3. Clear description of details for carrying out project (20)</p> <ul style="list-style-type: none"> Each project requirement is clearly addressed (20) <p>4. Alignment with Texas Essential Knowledge and Skills (40)</p> <ul style="list-style-type: none"> Examination described is aligned with the TEKS including the Texas CCRS (20) Vendor provided results of an independent alignment study (10) Vendor agrees to submit test for an equating study and absorb any costs associated with conducting that study (10) <p>5. Examination (20)</p> <ul style="list-style-type: none"> Multiple formats (both PBT and CBT) (10) Tests are provided in additional languages other than English (10) 	
<p>B. Quality of Task/Activity Plan:</p> <p>1. Activities are of sufficient scope and detail to provide evidence of satisfactory delivery of services and products. (15)</p> <ul style="list-style-type: none"> Sufficient specificity for the scope of work to demonstrate full understanding of the key requirements (10) Validation or other evidence to demonstrate the examination's rigor and applicability <ul style="list-style-type: none"> Examination proposed aligns with the needs of students, future employers, etc. (5) <p>2. Logical and appropriate timeframes for completing project deliverables. (10)</p> <ul style="list-style-type: none"> Examination will be available for use no later than July 2016 (5) Each individual subject test will be scored and scores will be available to test-takers no later than 3 days after the testing date. Additional time may be required for transport of paper-based test material (5) <p>3. Supplemental materials (5)</p> <ul style="list-style-type: none"> Subject area practice tests provide test-takers with feedback regarding performance on the actual test and links to supplemental materials to improve areas for growth (5) 	30
<p>C. Quality of Management Component:</p> <p>1. Experience of organization in managing and implementing large-scale testing projects of similar scope to that described in this RFP (20)</p> <ul style="list-style-type: none"> Clear demonstration of extensive experience providing a high-stakes testing program including a minimum of 3 years of experience providing services for large-scale (e.g. statewide or national) high stakes testing (5) Clear demonstration of experience in developing and administering large-scale assessments, training for test administration staff, security of examination materials, storage of confidential data, and transfer of that data (5) Clear demonstration of a proven track record of managing and implementing large scale projects (5) Evidence of existing customer satisfaction indicated by 3 letters of reference (5) <p>2. Personnel qualifications, including appropriate combination of</p>	50

Categories	Possible Points
programmatic, research/evaluation, and technical skill sets and experience (30) <ul style="list-style-type: none"> • Qualifications and experience of the personnel associated with the work are sufficient to meet the needs and requirements of the RFP. (5) • Personnel capacity is sufficient to reasonably deliver and implement all RFP requirements within proposed timelines.(5) • Ability to provide adequate technical support to (20): <ul style="list-style-type: none"> ◦ Test takers ◦ Authorized testing centers ◦ TEA 	
D. Cost-Effectiveness and Appropriateness of Costs Associated with the Examination: <ol style="list-style-type: none"> 1. Costs are reasonable and justified (30) <ul style="list-style-type: none"> • Description of the proposed costs associated with the examinations is of sufficient detail to determine the (10): <ul style="list-style-type: none"> ◦ Initial test cost ◦ Retest costs ◦ Test center reimbursement ◦ Correctional facility testing costs ◦ Examinations costs are reasonable for test takers • Proposal provides maximum value for the cost (5) • Examinations are affordable for test takers after accounting for the costs of testing materials and the costs associated with testing center reimbursement (10) • Proposal provides a clear method for collection of the required state administration fee and transfer of that fee to the TEA (5) 	30
E. Data, Scoring, and Reporting (20) <ol style="list-style-type: none"> 1. Proposal provides for the secure retrieval of data by TEA in the required format (5) 2. Proposal provides for security to ensure data collected during the examination process is secured. (10) 3. Proposal provides for security, including encryption while the data is at-rest and in-transit. (5) 	20
TOTAL	250

4.2.1 Preference(s)

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

SECTION FIVE CONTRACTUAL REQUIREMENTS

5.1 PROVIDER'S PROPOSAL

The selected proposal(s) may be incorporated into a contract prepared by the TEA for signature by the contracting parties.

5.2 PROJECT REVIEW REQUIREMENTS

TEA reserves the right to review any materials, and/or products developed or adapted by the Provider. Upon completion of the contract period, all documents will be returned to TEA or destroyed accordingly. All documents created at any time during the contract period belong to TEA. The TEA Project Manager will establish procedures for communicating phase out and transition of the deliverable(s).

5.3 PAYMENT

The high school equivalency assessment program in Texas is supported entirely by user fees; at the local level by testing fees and at the state level by processing fees. **No funding is directly associated with this request for proposals.** The TEA will not pay the selected provider for these services. Provider will receive payment from test takers at the time of registration and/or from the testing site.

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NOTICE OF INTENT TO SUBMIT A PROPOSAL

RFP # 701-16-018

Texas Certificate of High School Equivalency (TxCHSE) Examination Provider

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

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

- Filing of this notice is not mandatory; however, it will assist the Texas Education Agency in anticipating the volume of proposals in order to better expedite the review process and finalize contract awards.
- The information from the notice of intent may also be provided to HUB providers (if requested) to help establish subcontracting relationships for this solicitation as well as future solicitations with the agency.
- Filing this notice in no way binds the organization to submit a proposal for this RFP.
- Providers who do not file this notice are still eligible to submit a proposal.

PLEASE SUBMIT THIS NOTICE BY E-MAIL OR FAX AS SOON AS POSSIBLE AFTER RECEIPT OF THE RFP, BUT NOT LATER THAN, November 3, 2015 TO:

TEAContracts@tea.texas.gov

Texas Education Agency
Purchasing and Contracts Division
FAX (512) 475-1706
Attention to: Yvette Butler

**EXECUTION OF OFFER
CONTRACT TERMS AND CONDITIONS, AFFIRMATIONS AND PROPOSAL PREFERENCES**

A. Definitions as used in these Contract Terms and Conditions:

- *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, Party, Owner or TEA* means the Texas Education Agency;
- *Bidder, Proposer or Respondent* may be used interchangeably in the competitive solicitation. Proposer and Respondent infer pre-solicitation award status and Contractor infers post-award status;
- *Bid package, proposal, or response may be used interchangeably*;
- *Contractor or Performing Agency* 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;
- *Major Contract* means any contract over \$10 million cumulative over the life of the contract;
- *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;
- *TEA Confidential Information* means *information that is confidential under the provisions of the Family Educational Rights and Privacy Act (FERPA), the Texas Public Information Act, or other applicable state or federal laws. Examples of TEA Confidential Information include: (a) personally identifiable student information; (b) social security numbers; (c) driver's license numbers; (d) criminal background checks; (e) e-mail address of a member of the public, unless the individual waives his or her right to e-mail confidentiality by affirmatively consenting to disclose the e-mail address or the individual seeks to contract or has a contract with TEA; (e) certain personnel information concerning a TEA employee including home address, home telephone number, emergency contact information, and family member information (if the employee elects in writing to keep this information confidential), personal medical information, and information reflecting personal financial decisions such as the employee's choice of insurance carrier or choice to contribute money to a 401(k); (f) biometric identifiers such as fingerprints; (g) information about security vulnerabilities in TEA systems; and (h) SAS data sets.*

B. Contingency: The contracts, 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 TEA, 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 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 TEA, 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 CONTRACTOR PURSUANT TO THIS CONTRACT. CONTRACTOR AND TEA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. 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 CONTRACTOR 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 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. TEA AND/OR THE STATE SHALL NOT BE LIABLE TO 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 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.

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 TEA HUB Coordinator before staffing changes are initiated. Substitutions are not permitted without written approval of 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 the competitive solicitation (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 competitive solicitation (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 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 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 Contractor 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 to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, 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 will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor 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, or grants to TEA the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (a) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such preexisting rights and any derivative works thereof and (b) 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's Office of Legal Services.

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 Contractor's security policy to ensure that any data that is on 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 TEA 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 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:

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

No later than 30 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 TEA documentation that the sanitization has been completed. The documents must be certified by an authorized agent of the company.

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 TEA information ("Security Incident"). Within 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 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 30 days of Contractor's receipt of written notice that such money is due to TEA. If Contractor fails to make timely payment, TEA may obtain such money from Contractor by any means permitted by law, including but not limited to offset, counterclaim, cancellation, termination, suspension, total withholding, and/or disapproval of all or any subsequent applications for said funds.
- M. Capital Outlay:** If Contractor purchases capital outlay (furniture and/or equipment) to accomplish the contract Project, title will remain with Contractor for the period of the contract. TEA reserves the right to transfer capital outlay items for contract noncompliance during the contract period or as needed after the ending date of the contract. This provision applies to any and all furniture and/or equipment regardless of unit price and how the item is classified in Contractor's accounting record. This provision is applicable when federal funds are utilized for the contract.
- N. TEA Property (terms):** In the event of loss, damage or destruction of any property owned by or loaned by TEA while in the custody or control of Contractor, Contractor shall indemnify TEA and pay to TEA the full value of or the full cost of repair or replacement of such property, whichever is the greater, within 30 days of Contractor's receipt of written notice of TEA's determination of the amount due. This applies whether the property is developed or purchased by Contractor pursuant to this contract or is provided by TEA to Contractor for use in the contract Project. If Contractor fails to make timely payment, TEA may obtain such money from Contractor by any means permitted by law, including but not limited to offset or counterclaim against any money otherwise due to Contractor by TEA.
- O. State of Texas Laws:** In the conduct of the Contract Project, Contractor shall be subject to 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 TEA Project Manager listed below or their successors in office. Within 30 days of execution of a contract, the respective Parties will designate the next level of personnel within each organization to address conflicts or ambiguity that cannot be resolved at the Project Manager level.

TEA

CONTRACTOR

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

- R. Time and Effort Recordkeeping:** For those personnel whose salaries are prorated between or among different funding sources, time and effort records will be maintained by Contractor that will confirm the services provided within each funding source. Contractor must adjust payroll records and expenditures based on this documentation. This requirement applies to all projects, regardless of funding source, unless otherwise specified. For federally funded projects, time and effort records must be in accordance with the requirements in the applicable OMB cost principles.
- S. Federal Rules, Laws, and Regulations That Apply to all Federal Programs:** Contractor shall be subject to and shall abide by all federal laws, rules, and regulations, pertaining to the Contract Project, including, but not limited to:
1. Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. sec. 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64;
 2. Title VI of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 CFR Part 100;
 3. Title IX of the Education Amendments 1972, as amended (prohibition of sex discrimination in educational institutions) and the regulations effectuating its provisions contained in 34 CFR Part 106, if Contractor is an educational institution;
 4. Section 504 of the Rehabilitation Act of 1973, as amended (nondiscrimination on the basis of handicapping condition), and the regulations effectuating its provisions contained in 34 CFR Parts 104 and 105;
 5. The Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age), and the implementing regulations contained in 34 CFR, Part 110;
 6. Family Educational Rights and Privacy Act of 1975, as amended, and the implementing regulations contained in 34 CFR, Part 99, if Contractor is an educational institution;
 7. Section 509 of H.R. 5233 as incorporated by reference in P.L. 99-500 and P.L. 99-591 (prohibition against the use of federal grant funds to influence legislation pending before Congress);
 8. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103-382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and
 9. General Education Provisions Act, as amended.
- T. Forms, Assurances, and Reports:** Contractor shall timely make and file with the proper authorities all forms, assurances and reports required by federal laws and regulations. TEA shall be responsible for reporting to the proper authorities any failure by Contractor to comply with the foregoing laws and regulations coming to TEA's attention, and may deny payment or recover payments made by TEA to Contractor in the event of Contractor's failure so to comply. Contractor who is indebted or owes delinquent taxes to the state will have any payments under the contract applied toward the debt or delinquent taxes owed the state until the account is paid in full, regardless of when the debt or delinquency was incurred. This provision does not apply if the warrant or transfer results in payments being made in whole or in part with money paid to the state by the Federal Government. Pursuant to 34 TAC §201.14 -18 and Texas Government Code, Chapter 2161, Contractors shall maintain business records documenting compliance with the HUB subcontracting plan (HSP) and shall submit a compliance report to TEA monthly, in the format required by TEA. The compliance report submission shall be required as a condition for payment. If Contractor subcontracts any part of the contract in a manner that is not consistent with its HSP, the selected respondent must submit a revised HSP before subcontracting any of the work under the contract. If Contractor subcontracts any of the work without prior authorization and without complying with this section, Contractor is deemed to have breached the contract and is subject to any remedial actions provided by Government Code, Chapter 2161, and other applicable state law.
- 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 Texas Business and Commerce 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 TEA 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 TEA 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. TEA's participation in mediation or any other dispute resolution process shall not waive any of TEA'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, 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 TEA, Contractor shall furnish TEA with satisfactory proof of its compliance with this provision.
- BB. Public Information:** 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 TEA under this Contract constituting a record under the Act is received by TEA, the information must qualify for an exception provided by the Act in order to be withheld from public disclosure. Contractor authorizes 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 TEA does not have a good faith belief that information may be subject to an exception to disclosure, TEA is not obligating itself by this contract to submit the information to the Attorney General. It shall be the responsibility of 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. Contractor waives any claim against and releases from liability 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 Contractor and determined by the Attorney General or a court of law to be subject to disclosure under the Act.

Under Section 2252.907 of the Texas Government Code, a contract between a state governmental entity and a non-governmental contractor involving the exchange or creation of public information, as defined by the Texas Government Code Section 552.002, must require the non-governmental contractor 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. TEA Project Manager will provide the specific format by which Contractor is required to make the information accessible by the public.

- CC. *Gratuities:*** By signing this contract, Contractor represents and warrants that 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 TEA'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, Respondent, or Contractor who is aggrieved in connection with the solicitation, evaluation, or award of this or any other contract by TEA may submit a formal protest to the Director of TEA's Contracts, Purchasing and Agency Services (PCAS) Division. This protest procedure shall be the exclusive method by which anyone may make a challenge to any aspect of TEA's contracting process. TEA will not be required to consider the merits of any protest unless the written protest is submitted within 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 TEA'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 TEA that a violation of law has occurred in its contracting process in a case in which a contract has been awarded, then TEA 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 TEA
- 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:*** 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, Contractor 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 TEA before serving in assignments on behalf of TEA. This requirement applies to all individuals who currently serve or will serve in TEA assignments that have the possibility of direct contact with students. Assignments are contingent upon meeting TEA 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 TEA Purchasing, Contracts, and TEA Services (PCAS) Division. An attempted assignment after contract award without 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:** TEA and 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/briefing-room/presidential-actions/executive-orders>. That Executive Order prohibits any transaction or dealing by United States persons, including but not limited to the making or receiving of any contribution of funds, goods, or services to or for the benefit of those persons listed in the General Services Administration's Excluded Parties List System (EPLS) which may be viewed on the System for Award Management (SAM) site at <http://www.sam.gov>.
- NN. Suspension and Debarment:** Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any federal, state or local government entity and that Contractor is in compliance with the State of Texas statutes and rules relating to procurement. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.
- OO. Electronic and Information Resources Accessibility Standards:** State agencies 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.

Regulations updating the accessibility requirements for entities covered by Section 508 of the Rehabilitation Act of 1973 will likely be adopted sometime in FY 2015. Therefore, all current and potential contractors are hereby notified of the impending changes. 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, the Texas Department of Information Resources will be modifying the TAC rules to align with it.

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

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

Web development Contractors 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 Contractor'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 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 30

days of project completion. An authorized officer of the company must certify that ALL records have either been properly destroyed or returned to TEA 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 Contractor in connection with a contract resulting from a solicitation("Confidential Information") shall be and remain Confidential Information and shall not be released or disclosed by Contractor without the prior written consent of TEA, which consent must specifically identify the Confidential Information to be disclosed by Contractor and the nature of the disclosure for which consent is sought. Contractor, its employees and subcontractors, agree that in executing tasks on behalf of 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 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 TEA. 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. Contractor Performance: All state agencies must report unsatisfactory Contractor performance on purchases over \$25,000. Proposers 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 Proposer'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. Proposers may fail this selection criterion for any of the following conditions: A score of less than 90% in Contractor Performance System, currently under a Corrective Action Plan, having repeated negative Contractor 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 Contractor Performance Tracking System (as authorized by 34 Texas Administrative Code §20.108), TEA may examine other sources of Contractor 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 Proposer.

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

Contractor performance information is located on the CPA website at http://www.cpa.state.tx.us/procurement/prog/vendor_performance/

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

1. **Termination for Convenience:** TEA may terminate this contract at any time, in whole or in part, without penalty, by providing 15 calendar days advance written notice to Contractor. In the event of such a termination, 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 Contractor that are permitted, properly performed under this contract and were incurred prior to the effective termination date.
2. **Termination for Cause/Default:** If 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 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 Contractor in writing prior to the exercise of such remedy.

Contractor shall remain liable for all covenants and indemnities under the contract. 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 Contractor under the contract.
5. **Survival of Terms:** Termination of the contract for any reason shall not release 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, 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. 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 TEA Project Manager and the New Contractor.

VV. Amendments: All amendments to this contract will be in a manner as prescribed by TEA Contracting Process and are, subject to Paragraph B of the General Provisions and will be made on AMENDMENT TO TEA STANDARD CONTRACT form. All amendments will be initiated by TEA PCAS 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.

If the initial major contract (defined as expected value of \$10 million or more) 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. Contractor is permitted to re-budget among direct cost categories within the approved budget to meet unanticipated requirements and to make limited changes to the approved budget without the issuance of a written Amendment as long as the total budget amount does not change. However, a revised budget document must be submitted to TEA Project Manager for approval. Once approved, the documents

must be submitted to the PCAS Division for incorporation 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 for major contracts must be approved by the Texas 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 25% 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 TEA must be transmitted electronically to Contractor no later than 30 days after the later of:

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

Invoices must be submitted to TEAAccountsPayable@tea.texas.gov and TEA Project Manager.

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

1. Payment for service(s) described in this contract is contingent upon satisfactory completion of the Deliverables and Services Review and Acceptance Process. 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 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 Contractor for quality and alignment to the deliverable definition agreed to under the "Deliverables and Services Definition Process". TEA will have 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 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" in the Service Level Agreement or the Contract Monitoring Tool, Contractor will have 10 working days to provide a Corrective Action Plan and address the quality or other compliance requirement and resubmit the deliverable. Additional costs incurred by Contractor that result from repeated submissions and revising of substandard deliverables will be borne solely by 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 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 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 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. 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 45 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 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 its account status by accessing the Texas Comptroller's website at https://fmx.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 business days of being requested by 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.

Workers Compensation: Statutory Limits

Employers Liability: Each Accident \$1,000,000

Disease- Each Employee \$1,000,000

Disease-Policy Limit \$1,000,000

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 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 TEA shall be liable to the other for any delay in, or failure of performance, of any requirement included in any contract 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 business days of the existence of such force majeure, or otherwise waive this right as a defense.

AAA. Drug Free Workplace Policy: 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 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 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 Proposer. 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 TEA 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://texreg.sos.state.tx.us/public/readtac\\$ext.viewtac](http://texreg.sos.state.tx.us/public/readtac$ext.viewtac)

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, 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.

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.

Texas Government Code §2252.901 prohibits the agency into entering into an employment contract, a professional services contract, or a consulting services contract with a former or retired TEA employee before the first anniversary of their last date of regular employment. If TEA enters into a "professional services" contract with a corporation, firm, or other business entity that employs a former or retired employee during the first year of the past employee's departure from the agency, the former or retired employee is restricted from performing services on projects that the employee worked on while employed at TEA.

Texas Government Code §572.069. CERTAIN EMPLOYMENT FOR FORMER STATE OFFICER OR EMPLOYEE RESTRICTED. A former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving a person may not accept employment from that person before the second anniversary of the date the officer's or employee's service or employment with the state agency ceased.

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 TEA.

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:

PROPOSAL PREFERENCES

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"/>	TAC§ 2038 D	Preference to 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"/>	§ 2155.444	Goods produced or offered by service-disabled veterans.
<input type="checkbox"/>	§ 2155.445	Preference to manufacture that has recycle program for computer equipment.
<input type="checkbox"/>	§ 2155.452	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 Proposer and proposer 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:

THIS ATTACHMENT "B" MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL

Contractor acknowledges that under state law and TEA policy, they may not disclose any information during the solicitation process (upon opening the proposal and during negotiations). The solicitation process must remain confidential and is exempt from open records until such time that a contract is awarded. Failure to abide to this requirement will result in disqualification.

Cover Page
PROJECT PROPOSAL

Submitted to the Texas Education Agency
Purchasing, Contracts and Agency Services Division

RFP #: 701-16-018

TITLE OF PROPOSED PROJECT:

**Texas Certificate of High School Equivalency
(TxCHSE) Examination Provider**

PROVIDER ORGANIZATION:

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

PROVIDER ORGANIZATION
IDENTIFICATION NUMBER:

Show Provider organization Federal Employer's
Identification Number or Texas Identification Number
(TINS)

PROPOSAL DEVELOPED BY:

Name, position, email, and telephone number of person
responsible for development of proposal

PROJECT ADMINISTRATOR:

Name, position, email, and telephone number of person to
be in charge of proposed project

PROPOSAL TRANSMITTED BY:

Name, position, email, and telephone number of official
committing the Provider organization to the proposed
project

CONTRACTING OFFICER:

Name, position, email, and telephone number of official
with authority to negotiate contracts for Provider
organization

DURATION OF PROJECT:

Beginning and ending dates of proposed project

CONTAINS PROPRIETARY INFORMATION:

Check box if proposal being submitted contains
proprietary information

ACCEPTANCE OF TERMS AND CONDITIONS:

We hereby accept by the submission of the proposal
the Terms and Conditions of the General Provisions

DATE SUBMITTED:

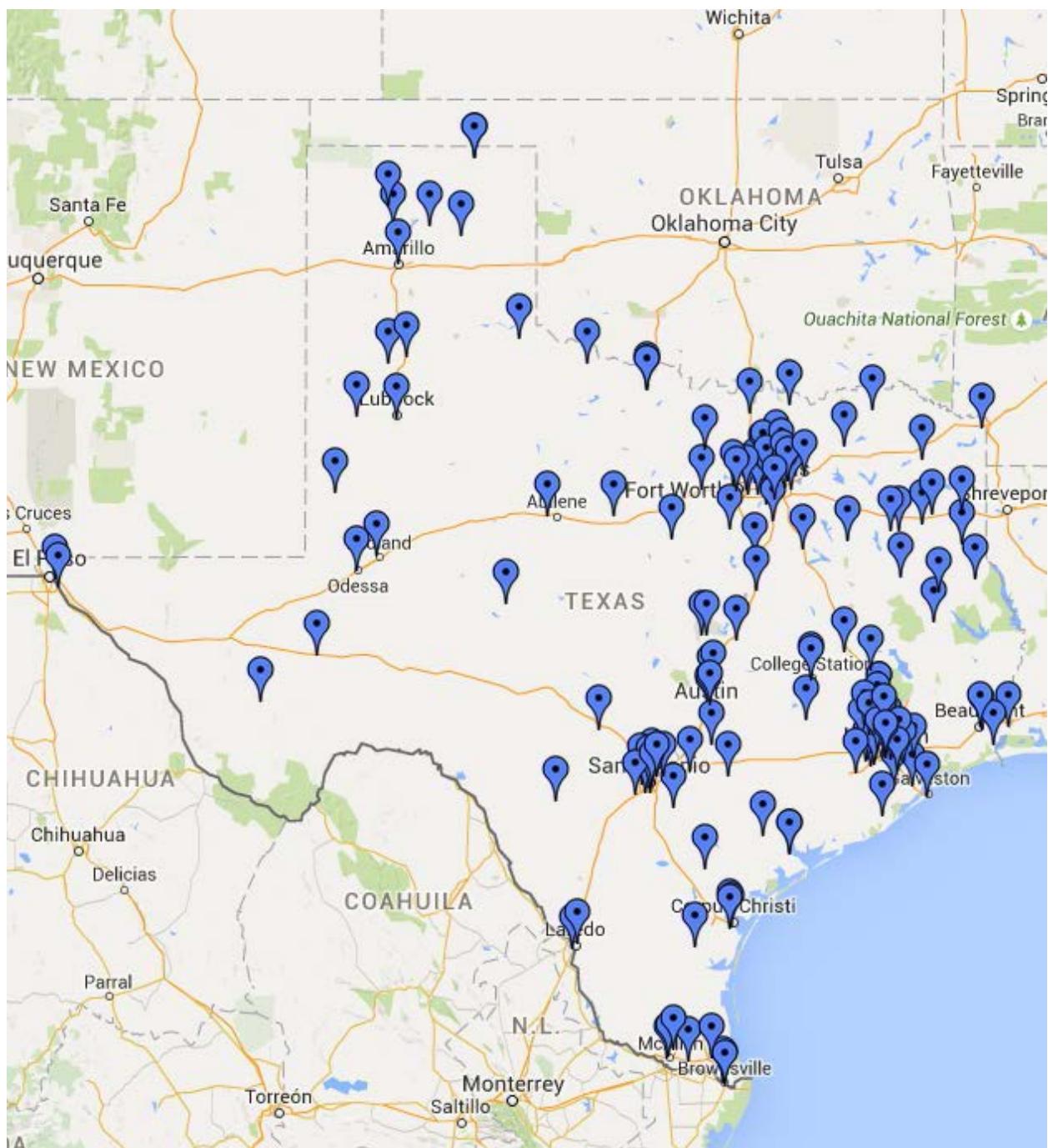
Date proposal is submitted to TEA

SCHEDULE OF TASK COMPLETION

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

Task/Activity Numbers	Projected Completion Date
Task 1 (title or description)	
Activity 1.1	
Activity 1.2	
Total Task 1	
Task 2 (title or description)	
Activity 2.1	
Activity 2.2	
Total Task 2	
Task 3 (title or description)	
Activity 3.1	
Activity 3.2	
Total Task 3	

GEOGRAPHIC DISTRIBUTION OF CURRENT TXCHSE TESTING CENTERS



161 test centers administering certificate of high school equivalency exams on computer. (Does not include corrections, juvenile or rehabilitation facilities that are closed to the public.)

*as of 9/15/15

XML FILE SCHEMA

Header Record			
Name	Length	Type	Description
Provider	20	Char	Determines vendor supplying test data
Batch Date	yyyymmdd	Date	Creation date of batch
Batch Number	9	Integer	Unique batch number
Test-taker Count	5	Integer	Count of test-takers in the file

Address Record			
Name	Length	Type	Description
Address1	40	String	
Address2	40	String	
Address3	40	String	
Address4	40	String	
City	32	String	
State	2	String	
Zip	9	String	

XML FILE SCHEMA

Continuation

Test Record			
Name	Length	Type	Description
Invalid Flag	5	Boolean	Indicates if test score is valid: true/false
Test Date	yyyymmdd	Date	
Registration Number	12	Integer	Unique number per appointment
County	3	String	PEIMS county number
Testing Center Code	12	Integer	The ID for the Testing Center where the test was taken
Addendum Site Code	12	String	ID of Addendum Site if applicable
Testing Center JID	8	String	Jurisdiction of any possible scores that need to be combined due to moving
Content Area	12	String	The code used to identify the content area of the test
Exam Language	3	String	The test language code
Test Form	10	String	Form ID of the test delivered
Test Format	10	String	CBT or PBT
Standard Score	3	Integer	This is the standard (scaled) score for the respective test
Essay Score	3	Integer	Essay Score (if applicable)
Percentile Rank	2	Integer	
Pass Status	5	Boolean	Flag field to indicate the pass status of an individual test: true/false
Performance Zone	1	Integer	Performance zone indicated by the test score
Accommodation Flag	5	Boolean	True/false
Delete Flag	1	Char	Blank or "D"elete, deletes the specific test score

XML FILE SCHEMA
Continuation

Person Record			
Name	Length	Type	Description
Provider ID	20	String	Provider's Candidate ID
Provider ID2	40	String	Optional, Provider Candidate ID
Provider Create Date	yyyymmdd	Date	
SSN	9	String	9 characters or blank
Corrections Indicator	5	Boolean	True/false (Institutional test-taker)
Corrections ID	9	Integer	
Corrections Program	255	String	
Last Name	50	String	
First Name	30	String	
Middle Name	30	String	
Maiden Name	50	String	
Gen Code	1	String	1 = JR; 2 = SR; 3 = II; 4 = III; 5 = IV; 6 = V; 7 = VI; 8 = VII; 9 = VIII; A = I; B = IX; C = X
Birth Date	yyyymmdd	Date	
Gender	1	String	"M"ale / "F"emale or blank
Hispanic Response Code	19	String	"NON_HISPANIC_LATINO" or "HISPANIC_LATINO"
Race Native American Flag	5	Boolean	true/false
Race Asian Flag	5	Boolean	true/false
Race Black Flag	5	Boolean	true/false
Race Pacific Islander Flag	5	Boolean	true/false (includes Hawaiians)
Race White Flag	5	Boolean	true/false
Race None Flag	5	Boolean	true/false
Phone Country Code	3	String	
Phone Area Code	3	String	
Phone Number	7	String	
Phone Ext.	4	String	
High Grade	2	String	
Release Scores Indicator	5	Boolean	true/false
HSEP participant	5	Boolean	true/false
Email Address	255	string	
Accommodations Request Flag	5	Boolean	True/false
Delete Flag	1	Char	Blank or "D"elete, deletes all tests associated with the person

ATTACHMENT G

Examination Costs Required Document

Examination Name: _____

Failure to provide the required information may result in disqualification of the proposal

ATTACHMENT H**PROVIDER:** _____**TxCHSE Response Summary – Required Document**

The provider is proposing the following to TEA:

Type of Examination	<input type="checkbox"/> paper-based test	<input type="checkbox"/> computer-based test	
Are PBT and CBT questions identical?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Number of Tests in Battery	<input type="checkbox"/> 5	<input type="checkbox"/> 4	<input type="checkbox"/> Other _____
Aligned to TEKS:			
• Algebra I	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
• Biology	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
• English I	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
• English II	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
• U.S. History	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Diagnostic pre-test available	<input type="checkbox"/> Yes-Cost _____	<input type="checkbox"/> No	
Accommodations (if approved) are no additional cost to test-taker	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Examination provided in multiple languages	<input type="checkbox"/> Yes -Spanish <input type="checkbox"/> Yes -Other _____	<input type="checkbox"/> No	
Cost to test taker (exam price only)	Full battery \$_____	Individual test \$_____	
Reimbursement to test center	Full battery \$_____	Individual test \$_____	
Online test taker registration	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Online test taker scheduling	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Monitors test-centers for testing irregularities	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Provides support to test takers during registration, test administration, and during scoring	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Allows Texas to customize processes to meet the needs of Texas students	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Test results provide detailed information regarding score and direct to resources if test is not passed	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Provide support and resources to Adult Education providers	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

Failure to provide the required information may result in disqualification of the proposal.
Information on this document should be considered nonproprietary and may be shared publicly at TEA's discretion.

ATTACHMENT I
GLOSSARY

Term	Acronym	Definition
Addendum Site		Often a correctional facility, or similar entity, that contracts with a third-party testing center to have test center staff administer exams to the facility's test takers.
Examination Administrators/Proctors		Qualified Individuals who are employees of a testing center tasked with all aspects of exam administration including registering and admitting test takers, administering exams and ensuring order during test delivery.
Examination Battery		Group of required exams.
Extensible Markup Language	XML	A standard format or set of rules for encoding documents in a format that is both human-readable and machine-readable.
Institutions of Higher Education	IHE	A public or other nonprofit institution accredited by a nationally recognized accrediting agency or association and legally authorized to provide a program of education beyond secondary education.
Memorandum of Understanding	MOU	A binding document that records the details of an agreement between agencies, companies and/or organizations.
Payment Card Industry	PCI	A set of requirements designed to ensure that ALL companies that process, store or transmit credit card information maintain a secure environment.
Provider		An entity selected to provide a high school equivalency assessment that will be the basis for TEA to issue the Texas Certificate of High School Equivalency.
Request for Proposals	RFP	A solicitation made for potential eligible providers to submit proposals to provide the requested goods or services.
State Board of Education	SBOE	Made up of members elected from single-member districts, the board sets policies and standards for Texas public schools.
Test		The individual exam in the examination battery.
Test Taker		An individual who lacks an accredited high school diploma or equivalency certificate and takes the examinations to earn a certificate of high school equivalency.
Testing Center		A TEA-approved facility that administers examinations.
Texas Administrative Code	TAC	A compilation of all state agency rules in Texas. Title 19 Part II consists of rules pertaining to the public education in Texas and were adopted by the Commissioner of Education or the State Board of Education. Texas Certificate of High School Equivalency TAC, §89.41 – §89.47 http://ritter.tea.state.tx.us/rules/tac/chapter089/ch089c.html
Texas Certificate of High School Equivalency	TxCHSE	A credential earned by an individual who lacks an accredited high school diploma or equivalency certificate by passing a set of exams to demonstrate the required knowledge.
Texas College and Career Readiness Standards	CCRS	Standards developed by the Texas Education Agency and the Texas Higher Education Coordinating Board in the areas of English/language arts, mathematics, science, social studies, and cross-disciplinary studies designed to represent a full range of knowledge and skills that students need to succeed in entry-level college courses, as well as in a wide range of majors and careers.
Texas Education Agency	TEA	The administrative agency for primary and secondary public education. The mission of the Texas Education Agency is to

Term	Acronym	Definition
		provide leadership, guidance and resources to help schools meet the educational needs of all students and prepare them for success in the global economy.
Texas Education Code	TEC	A set of the state statutes (laws) governing public education in Texas. It applies to all educational institutions supported in whole or in part by state tax funds, unless specifically excluded by the code. The TEC directs the goals and framework of public education in Texas. It is established by the Texas Legislature. Statutory citation: TEC §7.111, <u>High School Equivalency Examinations</u> http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.7.htm#7.111
Texas Essential Knowledge and Skills	TEKS	The state standards for what students should know and be able to do.