

STATE OF TEXAS §  
COUNTY OF TRAVIS §

<b>Division Number:</b> 214	<b>Program Name:</b> ESTAR/MSTAR Diagnostic Assessments
<b>Speed Chart:</b>	<b>Legal/Funding Authority:</b> IDEA Part B
<b>Payee Name:</b> ESC Region 13	<b>Contract #:</b> 3673
<b>Payee ID:</b> 17415902208	<b>PO #:</b> 36230

## INTERLOCAL COOPERATION CONTRACT

### Section 1.0 PARTIES AND AUTHORITY:

This Interlocal Cooperation Contract (ICC) is entered into by and between the Texas Education Agency (TEA) (Receiving Party) and **Education Service Center Region 13** (ESC 13) (Performing Party) pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791, of the Texas Government Code which enables state local governments to contract with state agencies for governmental functions and services.

### Section 2.0 STATEMENT OF SERVICES TO BE PERFORMED:

Education Service Center Region 13 will continue to manage the development and implementation of the ESTAR/MSTAR system, and otherwise do all things necessary for, or incidental to, the performance of work as set forth in *Appendix One, Description of Services*. *Appendix One, Description of Services* is attached hereto and is hereby incorporated by reference and made, therefore, a part of this ICC.

### Section 3.0 TERM OF CONTRACT:

This ICC is to begin January 11, 2017, and shall terminate on August 31, 2017.

### Section 4.0 AMOUNT:

The total amount of this ICC shall not exceed **\$918,725.92** for the original term. *Appendix Two, Budget*, attached hereto, is hereby incorporated by reference and made, therefore, a part of this ICC.

### Section 5.0 PAYMENT FOR SERVICES:

TEA shall pay ESC 13 in accordance with the approved budget for the services performed described in this ICC. TEA shall pay for services received from the appropriation item or account from which the TEA would ordinarily make expenditures for similar services or resources. Payments received by ESC 13 shall be credited to its current appropriation item(s) or account(s) from which the expenditure for the services or resources was made.

ESC 13 shall bill TEA quarterly for services rendered in accordance with the provisions of the ICC. Invoices must be submitted electronically to [TEAAccountsPayable@tea.texas.gov](mailto:TEAAccountsPayable@tea.texas.gov) or mailed to:

Texas Education Agency  
Attention: Accounting Department  
1701 N. Congress Avenue  
Austin, Texas 78701-1494

Purchases of food are generally prohibited and must be preapproved by the TEA Project Manager. Food purchases must be in accordance with Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200, Subpart E, §200.432. Purchases must be necessary and reasonable for the successful performance of the contract. This applies to both federal and state funded contracts. Website to view the regulations: [http://www.ecfr.gov/cgi-bin/text-idx?SID=f61b41b94d57ed256eb46811a14d243d&mc=true&node=se2.1.200\\_1432&rgn=div8](http://www.ecfr.gov/cgi-bin/text-idx?SID=f61b41b94d57ed256eb46811a14d243d&mc=true&node=se2.1.200_1432&rgn=div8)

TEA follows the Federal Rate Schedule for reimbursement of meal and lodging expenditures adopted by the State of Texas. Performing Agency shall maintain receipts in accordance with paragraph F of the Contract Terms and Conditions. The Comptroller's website for travel rules and regulations – textravel: <https://fmx.cpa.state.tx.us/fmx/travel/textravel/index.php>. Receipts must be 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 seven (7) years.

State travel expense reimbursement is not a per diem. Employees and Performing Agency must claim the actual expenses incurred for meals and lodging not to exceed the maximum allowable rates. The maximum should not be claimed unless the actual expenditures equal or exceed the maximum allowable rate. Effective January 1, 2016, the mileage rate is .54¢.

### Section 6.0 CONTRACT MANAGEMENT:

**6.1 Notices:** Any notice relating to this ICC, which is required or permitted to be given under this ICC by one party to the other party shall be in writing and shall be addressed to the designated point of contact. The notice shall be deemed to have been given immediately if delivered in person to the recipient's email address specified below. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address specified below. Registered or certified mail with return receipt is not required for copies.

6.2 Point of Contact: The parties shall direct all correspondence, notices, invoices and payments to:

TEA (Receiving Party)	Name (Performing Party)
Kerry Ballast	<del>Dr. Craig Spinn</del> <b>Dr. Millie Klein</b>
<a href="mailto:Kerry.Ballast@tea.texas.gov">Kerry.Ballast@tea.texas.gov</a>	<del>Craig.Spinn@esc13.txed.net</del> <b>millie.klein</b>
Texas Education Agency	ESC Region 13
1701 N. Congress Avenue	5701 Springdale Road
Austin, Texas 78701-1494	Austin, Texas 78723

**Section 7.0 CONTRACT AMENDMENT:**

Any modifications, additions, or deletions, to the specified deliverables or terms and conditions of this ICC, including the allocation of additional funds to the current list of proposed activities, or any extensions of the ICC shall be processed through a written amendment and executed by both parties.

**Section 8.0 ENTIRE CONTRACT:**

This ICC together with the documents mentioned herein and which are incorporated herein by this reference, contain the entire agreement between the parties relating to the rights granted and the obligations assumed in it. Any oral representations or modifications concerning this contract shall be of no force or effect unless contained in a subsequent amendment executed by both parties.

**8.1 Appendixes:**

- Appendix One, Description of Services
- Appendix Two, Budget

**8.2 Attachments:**

Attached hereto and made a part hereof by reference are the documents indicated below with an "X" beside each:



- Terms and Conditions
- Special Provisions A, Program Specific
- Special Provisions B, Debarment (required if utilizing federal funds)
- Special Provisions C, Lobbying (required if utilizing federal funds & over \$100,000)
- Special Provisions D, Historically Underutilized Business Subcontracting Plan (HSP)  
(Required for projects over \$100,000)

**Section 9.0 CERTIFICATIONS:**

**RECEIVING PARTY** further certifies that it has the authority to receive the above services by authority granted in: Texas Government Code, Chapter 791, Interlocal Cooperation Act and Texas Education Code, Chapter 8

**PERFORMING PARTY** further certifies that it has authority to perform the above services by authority granted in: Texas Government Code, Chapter 791, Interlocal Cooperation Act and Texas Education Code, Chapter 8

Subject to approval, the authorized representatives of the undersigned parties bind themselves to the faithful performance of this ICC. It is mutually understood that the ICC will be effective on the earliest date shown in Section 3.0.

<b>RECEIVING PARTY</b>	<b>PERFORMING PARTY</b>
<b><u>TEXAS EDUCATION AGENCY</u></b>	<b><u>EDUCATION SERVICE CENTER REGION 13</u></b>
By:  Kara Below Deputy Commissioner for Finance _____ 2-10-17 Date	By:  Rich Elsasser Executive Director _____ 1/24/17 Date

**Return original signature to:**  
 Norma Barrera, Director  
 Purchasing, Contracts and Agency Services  
 Texas Education Agency  
 1701 N. Congress Avenue, Room 2-125  
 Austin, Texas 78701-1494

Or Submit an electronic copy to:  
[TEAContracts@tea.texas.gov](mailto:TEAContracts@tea.texas.gov)

## **Appendix One Description of Services**

### **Purpose and Goals**

This Statement of Work ("SOW") is made and entered by and between the Texas Education Agency (TEA) and Education Service Center 13 (ESC 13) for the following services related to ESTAR/MSTAR Diagnostic Assessments (DAs):

- 1) Maintain the DA portion of the 2015–2016 ESTAR/MSTAR system
- 2) Manage the transition from the 2015–2016 ESTAR/MSTAR provider to a permanent, non-proprietary server
- 3) Enhance the ESTAR/MSTAR DA user experience
- 4) Improve the ESTAR/MSTAR DA reporting features
- 5) Improve the ESTAR/MSTAR DA rostering and account management features

### **Scope of Work and Deliverables**

ESC 13 will continue to manage the development and implementation of the ESTAR/MSTAR DA system, and otherwise do all things necessary for, or incidental to, the performance of work, as set forth below:

#### **Responsibilities:**

- Provide customer support to end users via the statewide helpdesk. The Math Support Center will be responsible for answering the request for information or support, assessing the user's incident, determining whether the incident can be resolved, tracking status of the incident, and performing necessary follow up until the resolution of the incident.
- Identify and transition to a non-proprietary system. This transition may result in ESC 13, acting as TEA's agent, to take delivery of the system and to host on ESC 13-managed servers. The transition should accomplish the following objectives:
  - Easier use and access for Texas public school districts and open-enrollment charters
  - Increased access for districts that wish to use the system for progress monitoring
- Subcontract with an application development team to accomplish the following objectives:
  - Work with TEA and ESC 13 staff to develop technical specifications for the TEA system
  - Work with the DA development team to move items into the new system and apply adaptive testing features
  - Work with TEA, ESC 13, and DA development staff for improvements to reporting features
- Subcontract with the current system provider (if needed during the transition period) for the following services:
  - Maintenance to the ESTAR/MSTAR system
  - Improvements to reporting features (i.e., improved access for teachers and campus administrators)
- Subcontract with a DA development team for the following services:
  - Development of additional diagnostic items (as needed)
  - Improvements to adaptive testing features
  - Improvements to teacher reports
  - Development of training and/or materials that provide guidance and information on further instruction and support for struggling students
  - Development of classroom activities and/or lesson plans designed to improve outcomes for struggling students

**Appendix Two  
Budget**

**ESTAR/MSTAR DA 2016-17  
ESC Region 13**

ESC Region13 staff assigned to this project: Erin Romero, Samantha Munoz, Jimmy Hyde, Meredith Albers, Monica Paz, Christina Carter, JC Amitie, Emelda Brown, Sarah Narvaiz

<b>Cost Category</b>	<b>Description</b>	<b>Proposed Budget</b>
<b>TASK 1 – Maintain DA portion of 2016 ESTAR/MSTAR system (tech)</b>		
ESC 13 staff: Erin Romero, Samantha Munoz, Jimmy Hyde, Meredith Albers, Christina Carter		
6100	Payroll	\$ 19,700.00
6119	Professional Personnel	\$ 15,000.00
6129	Support Personnel	\$ 1,200.00
6141-6146	Employee Benefits	\$ 3,500.00
6200	Contracted Services	\$ 129,300.00
6255	Telephone and Fax Expense	\$ 100.00
6291	Contracted Services	\$ 128,000.00
6297	Copying and Printing Expense	\$ 100.00
6298	Building Use Expense	\$ 1,100.00
6300	Materials & Supplies	\$ 50.00
6398	Office Supplies	\$ 50.00
6400	Other Operating Costs	\$ -
6411	Staff Travel	\$ -
6600	Capital Outlay	\$ -
<b>TASK 1 Total Direct Costs</b>		<b>\$ 149,050.00</b>
Direct Costs Excluded from IDC Calculation (Exclusions)		\$ 103,000.00
Modified Total Direct Costs (MTDC) = DC - Exclusions		\$ 46,050.00
Indirect Costs (IDC) = MTDC x IDC Rate 6%		\$ 2,763.00
<b>TASK 1 TOTAL</b>		<b>\$ 151,813.00</b>
<b>TASK 2 – Manage transition from current ESTAR/MSTAR provider to non-proprietary server (tech)</b>		
ESC Region13 staff: Erin Romero, Samantha Munoz, Jimmy Hyde, Meredith Albers, Monica Paz, Christina Carter, JC Amitie, Emelda Brown, Sarah Narvaiz		
6100	Payroll	\$ 32,255.67
6119	Professional Personnel	\$ 23,540.17
6129	Support Personnel	\$ 1,604.07
6141-6146	Employee Benefits	\$ 7,111.43

**Appendix Two  
Budget**

6200	Contracted Services	\$ 143,300.00
6255	Telephone and Fax Expense	\$ 100.00
6291	Contracted Services	\$ 142,000.00
6297	Copying and Printing Expense	\$ 100.00
6298	Building Use Expense	\$ 1,100.00
6300	Materials & Supplies	\$ 50.00
6398	Office Supplies	\$ 50.00
6400	Other Operating Costs	\$ -
6411	Staff Travel	\$ -
6600	Capital Outlay	\$ -
<b>TASK 2 Total Direct Costs</b>		<b>\$ 175,605.67</b>
Direct Costs Excluded from IDC Calculation (Exclusions)		\$ 117,000.00
Modified Total Direct Costs (MTDC) = DC - Exclusions		\$ 58,605.67
Indirect Costs (IDC) = MTDC x IDC Rate 6%		\$ 3,516.32
<b>TASK 2 TOTAL</b>		<b>\$ 179,121.99</b>
<b>TASK 3 – Enhance ESTAR/MSTAR DA user experience (tech/content)</b>		
ESC Region13 staff: Erin Romero, Samantha Munoz, Jimmy Hyde, Meredith Albers, Monica Paz, Christina Carter, JC Amitie, Emelda Brown, Sarah Narvaiz		
6100	Payroll	\$ 32,253.71
6119	Professional Personnel	\$ 23,539.18
6129	Support Personnel	\$ 1,604.09
6141-6146	Employee Benefits	\$ 7,110.44
6200	Contracted Services	\$ 341,300.00
6255	Telephone and Fax Expense	\$ 100.00
6291	Contracted Services	\$ 340,000.00
6297	Copying and Printing Expense	\$ 100.00
6298	Building Use Expense	\$ 1,100.00
6300	Materials & Supplies	\$ 50.00
6398	Office Supplies	\$ 50.00
6400	Other Operating Costs	\$ 750.00
6411	Staff Travel	\$ 750.00
6600	Capital Outlay	\$ -
<b>TASK 3 Total Direct Costs</b>		<b>\$ 374,353.71</b>

**Appendix Two  
Budget**

Direct Costs Excluded from IDC Calculation (Exclusions)		\$	315,000.00
Modified Total Direct Costs (MTDC) = DC - Exclusions		\$	59,353.71
Indirect Costs (IDC) = MTDC x IDC Rate 6%		\$	3,561.22
<b>TASK 3 TOTAL</b>		<b>\$</b>	<b>377,914.93</b>
<b>TASK 4 – Improve ESTAR/MSTAR DA reporting features (tech/content)</b>			
ESC Region13 staff: Erin Romero, Samantha Munoz, Jimmy Hyde, Meredith Albers, Monica Paz, Christina Carter, JC Amitie, Emelda Brown, Sarah Narvaiz			
6100	Payroll	\$	19,700.00
6119	Professional Personnel	\$	15,000.00
6129	Support Personnel	\$	1,200.00
6141-6146	Employee Benefits	\$	3,500.00
6200	Contracted Services	\$	53,550.00
6255	Telephone and Fax Expense	\$	100.00
6291	Contracted Services	\$	52,250.00
6297	Copying and Printing Expense	\$	100.00
6298	Building Use Expense	\$	1,100.00
6300	Materials & Supplies	\$	50.00
6398	Office Supplies	\$	50.00
6400	Other Operating Costs	\$	-
6411	Staff Travel	\$	-
6600	Capital Outlay	\$	-
<b>TASK 4 Total Direct Costs</b>		<b>\$</b>	<b>73,300.00</b>
Direct Costs Excluded from IDC Calculation (Exclusions)		\$	27,250.00
Modified Total Direct Costs (MTDC) = DC - Exclusions		\$	46,050.00
Indirect Costs (IDC) = MTDC x IDC Rate 6%		\$	2,763.00
<b>TASK 4 TOTAL</b>		<b>\$</b>	<b>76,063.00</b>
<b>TASK 5 - Improve ESTAR/MSTAR DA rostering and account management features (tech)</b>			
ESC 13 staff: Erin Romero, Samantha Munoz, Jimmy Hyde, Meredith Albers, Christina Carter			
6100	Payroll	\$	19,700.00
6119	Professional Personnel	\$	15,000.00
6129	Support Personnel	\$	1,200.00
6141-6146	Employee Benefits	\$	3,500.00
6200	Contracted Services	\$	111,300.00
6255	Telephone and Fax Expense	\$	100.00
6291	Contracted Services	\$	110,000.00
6297	Copying and Printing Expense	\$	100.00
6298	Building Use Expense	\$	1,100.00

**Appendix Two  
Budget**

6300	Materials & Supplies	\$ 50.00
6398	Office Supplies	\$ 50.00
6400	Other Operating Costs	\$ -
6411	Staff Travel	\$ -
6600	Capital Outlay	\$ -
<b>TASK 5 Total Direct Costs</b>		<b>\$ 131,050.00</b>
Direct Costs Excluded from IDC Calculation (Exclusions)		\$ 85,000.00
Modified Total Direct Costs (MTDC) = DC - Exclusions		\$ 46,050.00
Indirect Costs (IDC) = MTDC x IDC Rate 6%		\$ 2,763.00
<b>TASK 5 TOTAL</b>		<b>\$ 133,813.00</b>
<b>TOTAL BUDGET AMOUNT</b>		<b>\$ 918,725.92</b>

ESC region 13 Indirect Cost Rate effective July 1, 2016 to June 30, 2017 is 7.578%. However, ESC is charging 6% for this project.

## INTERLOCAL COOPERATIVE AGREEMENT TERMS AND CONDITIONS

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

1. *Contract, Interlocal Cooperation Contract, ICC* means the document entered into between TEA and Performing Party including all of TEA's attachments, appendices, schedules, exhibits (including but not limited to the Terms and Conditions and Attachments), amendments and extensions of or to the Interlocal Cooperation Contract.
2. *TEA or Receiving Agency* means the Texas Education Agency.
3. *Performing Party* means the party to this Contract or Contractor other than TEA
4. *Project Manager/Administrator* means the respective person(s) representing TEA or Performing Party as indicated by the Contract for the purposes of administering the Contract Project.
5. *Contract Project* means the purpose intended to be achieved through the Contract.
6. *Amendment* means a contract document used to formalize additions or changes to the Contract mutually agreed to by both Parties.
7. *Works* means all tangible or intangible material, products, ideas, documents or works of authorship prepared or created by Performing Party 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. "Works" does not include any pre-existing materials of Performing Party, or any licensed third party materials provided by Performing Party.
8. *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.
9. *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; (f) 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); (g) biometric identifiers such as fingerprints; (h) information about security vulnerabilities in TEA systems; and (i) SAS data sets.

- B. Funding Out Clause:** This Contract is contingent upon the availability of funding. If funds become unavailable through lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruptions of current appropriations, 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 Performing Party. Expenditures and/or activities for which Performing Party may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from TEA.
- C. Indemnification:** For local educational agencies (LEAs), and regional education service centers (ESCs): Performing Party, 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 Performing Party in performance of the Contract.
- D. Assignments, Transfers, Subcontracting and Substitutions:** Performing Party shall not assign, transfer, subcontract or substitute any of its rights or responsibilities under this Contract without prior formal written amendment to this Contract properly executed by both TEA and Performing Party. Substitutions are not permitted without written approval of the TEA Project Manager. Performing Party shall also create and maintain a monitoring report to document that it is diligently monitoring and enforcing subcontractor compliance with the Contract. When requested by TEA, Performing Party shall furnish TEA with satisfactory proof of its compliance with this provision.
- 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 Performing Party to recover funds due. In no manner shall encumbrances be considered or rejected as accounts payable or as expenditures.
- F. Records Retention and the Right to Audit:** Performing Party shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Performing Party in connection with the Contract Project. These records and accounts shall be retained by Performing Party 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 7 years from the date of completion of the Contract Project or the date of the receipt by TEA of Performing Party'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 [Section 2262.154](#) of the Texas Government Code, the state auditor may conduct an audit or investigation of Performing Party 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 Performing Party 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, Performing Party 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. Performing Party will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Performing Party and the requirement to cooperate is included in any subcontract it awards.

Performing Party 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. Performing Party, 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.

- G. Intellectual Property Ownership:** Performing Party 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, Performing Party 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. Performing Party agrees to maintain written agreements with all officers, directors, employees, agents, representatives and subcontractors engaged by Performing Party for the Contract Project, granting Performing Party 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.

Performing Party 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 Performing Party 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, Performing Party grants to TEA the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such preexisting rights and any derivative works thereof and (ii) authorize others to do any or all of the foregoing. Performing Party agrees to notify TEA on delivery of the Works if they include any such preexisting rights. On request, Performing Party will provide TEA with documentation indicating a third party's written approval for Performing Party to use any preexisting rights that may be embodied or reflected in the Works.

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

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

**For Education Service Centers (ESCs):** The foregoing Intellectual Property Ownership provisions apply to an 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 Deputy Commissioner for Finance.

- H. Information Security Requirements, FERPA, and Access to Confidential Information:**

Access to TEA Confidential Information

Performing Party 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. Whenever communications with Performing Party necessitate the release of TEA Confidential 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. If Contractor discloses any TEA Confidential Information to a subcontractor or agent, Performing Party will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Performing Party. Whenever communications with Contractor necessitate the release of TEA Confidential 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. Performing Party shall access TEA's systems or TEA Confidential Information only for the purposes for which it is

authorized. TEA reserves the right to review the Performing Party's security policy to ensure that any data that is on the Performing Party's servers is secure. Performing Party shall cooperate fully by making resources, personnel, and systems access available to TEA and TEA's authorized representative(s).

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

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

No later than 60 days from contract expiration or termination or as otherwise specified in this Contract, Performing Party must complete the sanitization and destruction of the data and provide to TEA all sanitization documentation.

#### Access to Internal TEA Network and Systems

As a condition of gaining remote access to any internal TEA network and systems, Performing Party must comply with TEA's policies and procedures. TEA's remote access request procedures will require Performing Party to submit TEA Applicable Access Request forms for TEA's review and approval. Remote access technologies provided by Performing Party 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. Performing Party 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 Performing Party'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

Performing Party shall provide notice to TEA's Project Manager and TEA's Information Security Officer as soon as possible following Performing Party's discovery or reasonable belief that there has been unauthorized use, exposure, access, disclosure, compromise, modification, or loss of sensitive or TEA Confidential Information ("Security Incident"). Within 24 hours of the discovery or reasonable belief of a Security Incident, Performing Party 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 Performing Party has taken or will take to investigate the Security Incident;
5. What steps Performing Party 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, Performing Party 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 Performing Party has taken or will take to investigate the Security Incident;
4. What steps Performing Party has taken or will take to mitigate any negative effect of the Security Incident; and
5. What corrective action Performing Party has taken or will take to prevent future similar unauthorized use or disclosure.

Performing Party 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, Performing Party 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, Performing Party, 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 Performing Party. If Performing Party does not reimburse such costs within 30 days of TEA's written request, then TEA shall have the right to collect such costs.

1. **Refunds Due to TEA:** If TEA determines that TEA is due a refund of money paid to Performing Party pursuant to this Contract, Performing Party shall pay the money due to TEA within 30 days of Performing Party's receipt of written notice that such money is due to TEA. If Performing Party fails to make timely payment, TEA may obtain such money

from Performing Party 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.

- J. **Capital Outlay:** If Performing Party purchases capital outlay (furniture and/or equipment) to accomplish the Contract Project, title will remain with Performing Party 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 Performing Party's accounting record. This provision is applicable when federal funds are utilized for the Contract.
- K. **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 Performing Party, Performing Party 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 Performing Party's receipt of written notice of TEA's determination of the amount due. This applies whether the property is developed or purchased by Performing Party pursuant to this Contract or is provided by TEA to Performing Party for use in the Contract Project. If Performing Party fails to make timely payment, TEA may obtain such money from Performing Party by any means permitted by law, including but not limited to offset or counterclaim against any money otherwise due to Contractor by TEA.
- L. **Governing Law, Venue, and Jurisdiction:** This Contract is governed by and construed under and in accordance with the laws of the State of Texas. Any and all obligations under this Contract are due in Travis County and venue is proper only in Travis County.
- M. **Point of Contact and Escalation:** All notices, reports and correspondence required by this Contract shall be in writing and delivered to the TEA Project Manager listed in 6.2 of this ICC. Within 30 days of execution of this 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
Kerry Ballast	Dr. Craig Spinn
<a href="mailto:Kerry.Ballast@tea.texas.gov">Kerry.Ballast@tea.texas.gov</a>	<a href="mailto:Craig.Spinn@esc13.txed.net">Craig.Spinn@esc13.txed.net</a>
Texas Education Agency	ESC Region 13
1701 N. Congress Ave	5701 Springdale Road
Austin, Texas 78701	Austin, Texas 78723

- N. **Federal Regulations Applicable to All Federally Funded Contracts:** Performing Party 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. 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;
  2. General Education Provisions Act, as amended.

The Code of Federal Regulations (CFR) annual edition is the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government produced by the Office of the Federal Register (OFR) and the Government Publishing Office. Website: [http://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

- O. **Signature Authority, Final Expression, and Superseding Document:** Performing Party 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 Performing Party.
- P. **Antitrust:** By signing this Contract, Performing Party, represents and warrants that neither Performing Party nor any firm, corporation, partnership, or institution represented by Performing Party, 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.
- Q. **Dispute Resolution:** The parties agree to use good-faith efforts to resolve questions, issues, or disputes of any nature that may arise under or by this Contract; provided, however nothing in this paragraph shall preclude either party from pursuing any remedies as may be available under Texas law.
- R. **Education Service Center:** No funds transferred to Regional Education Service Centers or to school districts may be used to hire a registered lobbyist.

- S. **Compliance with Laws:** Performing Party 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 Performing Party's performance, including if applicable, prompt payment and licensing laws and regulations. For the entire duration of the Contract, Performing Party shall maintain all required licenses, certifications, and any other documentation necessary to perform this Contract. When required or requested by the Agency, Performing Party shall furnish TEA with satisfactory proof of its compliance with this provision.
- T. **Public Information:** Parties acknowledge they are subject to the provisions of the [Texas Public Information Act](#).
- U. **Gratuities:** By signing this Contract, Performing Party represents and warrants that Performing Party 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.
- V. **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.
- W. **Criminal Background Checks:** If during the term of this Contract Performing Party, and/or Performing Party's staff, or subcontractor have access to Texas public school campuses, all Performing Party and/or Performing Party'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 Agency eligibility standards. Performing Party and/or any staff member of Performing Party 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 Performing Party is not eligible for assignment, this Contract will be terminated effective immediately or the date of notice of non-eligibility, whichever is earliest.
- X. **Assignment:** No assignment of this Contract or of any right accruing hereunder shall be made, in whole or part, by Performing Party without prior consent of TEA.
- Y. **Buy Texas:** In accordance with [Texas Government Code Section 2155.444](#), the State of Texas requires that during the performance of a contract for services, Performing Party 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 Performing Party receives any federal funds under this Contract.
- Z. **Excluded Parties List System:** The Texas Education Agency and the Performing Party 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. 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>.
- AA. **Electronic and Information Resources Accessibility Standards and Reporting:** State agencies shall procure products which comply with the State of Texas Accessibility requirements for Electronic Information Resources specified in [1 TAC Chapter 213](#) when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

[Section 508 of the US Rehabilitation Act of 1973](#) has been revised and adopted. Therefore, all current and potential Contractors are hereby notified of the requirement. The current technical requirements for accessibility contained within this regulation form the basis for our Texas TAC rules on EIR Accessibility.

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

Given this coming change, all Texas agencies and institutions of higher education have begun 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](#)

Contractor must employ real users with disabilities for manual testing. Contract is required to provide a report that will include the results of auto-testing, screen-by-screen assessments, pass/fail status for each of the identified compliance standards to be met and recommendations for how to repair the screens/pages that do not meet the standards. Remediation recommendations shall be provided to the code level. The report should include documentation of the experience of real users with disabilities and may recommend techniques for improving the usable accessibility of the application. Awarded Vendor shall validate, by title, if all accessibility requirements have been met.

All websites must follow Federal 508 accessibility requirements and Web Content Accessibility Guidelines (WCAG) 2.0 AA standards and be tested for accessibility before acceptance by TEA. For sites developed outside of TEA, the contractor must contract with a third party with expertise and a proven track record in accessibility testing. The third party must evaluate the site and produce a report that verifies the site is compliant to (WCAG) 2.0 AA.

**BB. Social Security Numbers (SSNs) Withheld:** TEA will not provide SSNs to any Performing Party under this Contract unless specifically specified as part of the Contract Project requirements. TEA, Performing Party and its subcontractors, will not require or request school districts to provide SSNs under this Contract. Performing Party 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 Performing Party must certify that ALL records have either been properly destroyed or returned to TEA in order to close out the Contract.

**CC. Nondisclosure and Press Releases:** All information gathered, produced, derived, obtained, analyzed, controlled or Accessed by Performing Party in connection with this Contract shall be and remain confidential and shall not be released or disclosed by Performing Party without the prior written consent of the TEA, which consent must specifically identify the confidential information to be disclosed by Performing Party and the nature of the disclosure for which consent is sought. Performing Party, its employees and subcontractor's, agree that in executing tasks on behalf of the TEA.

Performing Party also agrees not to disclose any information to which it is privy under this Contract without the prior consent of the agency. Performing Party will not make any press releases, public statements, or advertisement referring to the Contract Project or the engagement of Performing Party in connection with the Contract Project, or release any information in relation to the Contract Project for publication, advertisement or any other purpose without the prior written approval of TEA.

**DD. Independent Contractor:** Performing Party or Performing Party's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing the services under any purchase order resulting from this Contract. Performing Party or Performing Party's employees, representatives, agents and any subcontractors shall not be employees of TEA. Should Performing Party subcontract any of the services required in this Contract, Performing Agency expressly understands and acknowledges that in entering into such subcontract(s), TEA is in no manner liable to any subcontractor(s) of Performing Party. In no event shall this provision relieve bidder of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this Contract.

**EE. 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 the Performing Party. In the event of such a termination, the Performing Party shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. TEA shall be liable for reimbursing only those expenses incurred by the Performing Party that are permitted, properly performed under this Contract and were incurred prior to the effective termination date.

2. **Termination for Cause/Default:** If the Performing Party fails to provide the goods or services contracted for according to the provisions of the Contract, or fails to comply with any of the terms or conditions of the Contract, TEA may, upon written notice of default to the Performing Party, immediately terminate all or any part of the Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law or under the Contract.

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

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

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

**FF. Amendments:** All amendments to this Contract will be in a manner as prescribed by the TEA Contracting Process and are, subject to Paragraph B of the Terms and Conditions and will be made on the AMENDMENT TO TEA INTERLOCAL COOPERATION CONTRACT form. All amendments will be initiated by the TEA Contracts staff. An Amendment to this Contract will become effective on the date of signature of TEA or the effective date shown on the amendment document whichever is first. All amendments must be signed by both parties.

1. The parties are permitted to reallocate up to a cumulative 10% of the total budget among direct cost categories to meet unanticipated requirements without the issuance of a written Amendment as long as the total budget amount does not change. However, a revised budget document must be preapproved by the TEA Project Manager before the making the changes. Once approved, the documents must be submitted to the TEA Purchasing and Contracts office 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
  - 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 percent of the current total approved budget category;
  - e. Any reduction of funds or reduction in the scope of work;
  - f. Whenever a line item within a class/object code is added;
  - g. An increase in the quantity of capital outlay item(s) requested; and
  - h. An increase or decrease in the number of positions charged to Contract.

**GG. 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. Invoices must be submitted to [TEAAccountsPayable@tea.texas.gov](mailto:TEAAccountsPayable@tea.texas.gov) and TEA Project Manager. 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.

Prior to authorizing payment to Performing Party, TEA shall evaluate Performing Party's performance using the performance standards set forth in all documents constituting this Contract. Performing Party shall provide invoices to TEA for deliverables or services provided/performed. Invoices must be submitted not later than the 15th day of the month after the deliverables are completed. No payment whatsoever shall be made under this Contract without the prior submission of detailed, correct invoices. Subject to the foregoing, TEA must make all payments in accordance with the Texas Prompt Payment Act, [Texas Government Code Chapter 2251](#). Payments under this Contract are subject to the availability of appropriated funds. Performing Party acknowledges and agrees that payments for services provided under this Contract are contingent upon TEA's receipt of funds appropriated by the Texas Legislature.

**HH. 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.

**II. Force Majeure:** Neither Performing Party nor TEA shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Contract 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.

**JJ. Abandonment or Default:** If Performing Party 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 Performing Party 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.

**KK. Applicable Law and Conforming Amendments:** Performing Party must comply with all laws, regulations, requirements and guidelines applicable to a Performing Party providing services to the State of Texas as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. TEA reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for TEA or Performing Party's compliance with all applicable State and federal laws, and regulations.

**Special Provisions – B**  
**Debarment and Suspension Certification**  
(Required for all federally-funded contracts)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, §85.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19,160-19,211). Copies of the regulations may be obtained by contacting the Division of Grants Administration of the Texas Education Agency at (512) 463-9269.

**READ INSTRUCTIONS ON NEXT PAGE BEFORE COMPLETING CERTIFICATION**

**CERTIFYING STATEMENT**

- (1) The prospective lower tier participant certifies, by submission of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

Education Service Center Region 13  
Organization Name

Rich Elsasser Executive Director  
Name and Title of Authorized Representative

 11-24-17  
Signature Date



## **General Instructions for Special Provisions – B Debarment and Suspension Certification**

### **Definitions:**

*Lower Tier Participant* - Any organization or person receiving a grant or contract. This also includes subsequent subgrants and subcontracts.

*Covered Transaction* - The act of applying for federal funds or submitting a contract for federal funds.

*Lower Tier Transaction* - The making of a (1) subgrant to another entity or person or (2) procurement contract by a Lower Tier Participant to some other entity or person for goods or services, regardless of type, expected to equal or exceed a cumulative value of \$25,000.

*Principals* - An administration head, key project/grant management person, officer, director within the Lower Tier Participant's organization or within a sub-organization or subcontractor (i.e., superintendents and the key person in the school district who will exert control or management influence over this project. At a university, it would be the president and principal investigator).

### **INSTRUCTIONS FOR CERTIFICATION**

By signing and submitting this contract, the prospective lower tier participant is stating that it is neither debarred nor suspended.

1. This certification is a material representation of fact upon which reliance was placed when this certification was signed. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment from federal funds participation.
2. The prospective lower tier participant shall provide immediate written notice to the organization to which this contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "contract," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the organization to which this contract is submitted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. The prospective lower tier participant further agrees by submitting this contract that it will include the two-paragraph "CERTIFYING STATEMENT" without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Special Provisions – C**  
**Part A**  
**Lobbying Certification**  
(Required for all federally-funded contracts greater than \$100,000)

Submission of this certification is required by the U.S. Department of Education and Section 1352, Title 31 of the United States Code. It is a prerequisite for making or entering into a subgrant or subcontract over \$100,000 with any organization. (See next page of this schedule for further instructions.)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, Special Provisions D Part B "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact on which the U.S. Department of Education and the Texas Education Agency relied when it made or entered into this grant or contract. Any organization that fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Education Service Center Region 13  
Organization Name

Rich Elsasser Executive Director  
Name and Title of Authorized Representative

  
Signature

11-24-17  
Date

**General Instructions for Special Provisions – C**  
**Part A**  
**Lobbying Certification**

This is a Congress of the United States and the U. S. Department of Education requirement. The Contractor must submit this schedule to TEA for a federal-funded contract(s) with an approved amount in excess of \$100,000. TEA will be unable to pay for any obligations established by the Contractor unless this schedule is submitted.

- (1) In addition, if the Contractor makes a subgrant or subcontract in excess of \$100,000 to another organization of any type, then the Contractor shall require this form to be filed with and retained by the Contractor. According to federal law, failure to obtain the certification subjects the Contractor to civil penalties.
- (2) This certification states that the Contractor is prohibited from using federal funds for influencing or attempting to influence any member of Congress or its employees or any federal agency employee concerning the making or awarding of a federal grant.
- (3) This certification also states that if the Contractor pays or has paid any funds other than federal funds to any one person or organization for influencing or attempting to influence any member of Congress or its employees, or any federal agency employee concerning the making or awarding of a federal grant, that the Contractor will disclose to whom payments were made, how much money was involved and the type of work involved. The Contractors must use Special Provisions D Part B, Disclosure of Lobbying Activities for complying with this disclosure requirement. The Contractor shall require this form to be filed with the Contractor on any subgrants or subcontracts it makes in excess of \$100,000 if funds have been spent as stipulated in this paragraph. The Contractor will then forward a legible copy of Special Provisions D Part B, Disclosure of Lobbying Activities to the Texas Education Agency.

Additionally, this certification requires the Contractor to incorporate the language of this certification into any award or contract documents for awarding subgrants or subcontracts that exceed \$100,000 and that sub-grantees and subcontractors shall certify and disclose accordingly.

**Texas Education Agency  
Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities for lobbying services procured (pursuant to Title 31 U.S.C. §1352). This disclosure form is required for any federal grant/contract received in excess of \$100,000 and on any subgrant/subcontract made by the grantee/contractor. (Read the instructions for this schedule for further information.) Do not complete and sign this disclosure form unless lobbying activities are being disclosed.

Federal Program Name: \_\_\_\_\_

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> Contract</p> <p><input type="checkbox"/> Grant</p>	<p>2. Status of Federal Action</p> <p><input type="checkbox"/> Bid/Offer/Application</p> <p><input type="checkbox"/> Initial Award</p> <p><input type="checkbox"/> Post-award</p>	<p>3. Report Type</p> <p><input type="checkbox"/> Initial Filing</p> <p><input type="checkbox"/> Material Change</p> <p>For Material Change Only: Year _____ Quarter _____ Date of Last Report: _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Subawardee Tier _____, if known:</p> <p>Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p style="text-align: center;">Texas Education Agency 1701 N. Congress Avenue Austin, Texas 78701</p> <p>Congressional District: 10</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. A) Name and Address of Lobbying Registrant</p> <p><i>(If individual, Last name, First name, MI):</i></p>	<p>B) Individuals Performing Services (include address, if different from 10 A)</p> <p><i>(Last name, First name, MI):</i></p>	
<p>11. Information requested through this form is authorized by Title 31 U.S.C. §1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to Title 31 U.S.C. §1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____</p> <p>Date: _____</p>		
<p><b>Federal Use Only:</b></p>		<p>Authorized for Local Reproduction Standard Form—LLL</p>

(STCONT)

**General Instructions for Special Provisions – C**  
**Part B**  
**Disclosure of Lobbying Activities**

The filing of this form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

Each organization shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such organization. An event that materially affects the accuracy of the information reported includes:

- (a) Cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
  - (b) Change in the organization(s) or individual(s) influencing or attempting to influence a covered Federal action; or
  - (c) Change in the officer(s), employee(s), or Member(s) of Congress contacted to influence or attempt to influence a covered Federal action
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards, include but are not limited to, subcontracts, subgrants and contract awards under grants.
  5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include congressional district, if known.
  6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
  7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
  8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
  9. For a covered Federal action where there has been an award by the Federal agency, enter the Federal amount of the award for the prime entity identified in item 4 or 5.
  10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
  11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.



# HUB Subcontracting Plan (HSP)

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

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

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

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

**-- Agency Special Instructions/Additional Requirements --**

*In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent does not have a continuous contract\* in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

**SECTION 1: RESPONDENT AND REQUISITION INFORMATION**

a. Respondent (Company) Name: Education Service Center Region 13 State of Texas VID #: 741590220  
 Point of Contact: Dr. Millie Klein Phone #: 512-919-5105  
 E-mail Address: millie.klein@esc13.txed.net Fax #: 512-919-5156

b. Is your company a State of Texas certified HUB?  - Yes  - No

c. Requisition #: ESTAR-MSTAR Bid Open Date: \_\_\_\_\_  
(mm/dd/yyyy)

Enter your company's name here: Education Service Center Region 13 Requisition #: ESTAR-MSTAR

**SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS**

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

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

- Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b of this SECTION and continue to Item c of this SECTION.)
- No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If No, continue to SECTION 3 and SECTION 4.)

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

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a "continuous contract" in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a "continuous contract" in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1	Host and maintain ESTAR-MSTAR system; update and improve reporting features	%	%	20 %
2	Develop new diagnostic assessment items; teaching materials and classroom activities; improve testing features and teacher reports	%	%	37 %
3	Develop technical specifications and transition to new system; improve adaptive testing and rostering features	%	%	27 %
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	84 %

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

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

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- No (If No, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you do not have a "continuous contract" in place with for more than five (5) years, meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

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

**"Continuous Contract":** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Education Service Center Region 13 Requisition #: ESTAR-MSTAR

**SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)**

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a "continuous contract" in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a "continuous contract" in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



Enter your company's name here: Education Service Center Region 13 Requisition #: ESTAR-MSTAR

**SECTION 3: SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

**SECTION 4: AFFIRMATION**

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

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

	<u>Millie Klein, Ed.D</u>	<u>Deputy Executive Director</u>	<u>1/4/2017</u>
Signature	Printed Name	Title	Date (m.m.dd/yyyy)

**Reminder:**

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

# HSP Good Faith Effort - Method A (Attachment A)

Rev. 10/16

Enter your company's name here: Education Service Center Region 13      Requisition #: ESTAR-MSTAR

**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf>

### SECTION A-1: SUBCONTRACTING OPPORTUNITY

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

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

### SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/passcmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

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

# HSP Good Faith Effort - Method B (Attachment B)

Rev. 10/16

Enter your company's name here: Education Service Center Region 13 Requisition #: ESTAR-MSTAR

**IMPORTANT:** If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-afe-achm-b.pdf>.

## SECTION B-1: SUBCONTRACTING OPPORTUNITY

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

Item Number: 1 Description: Host and maintain ESTAR-MSTAR system; update and improve reporting features

## SECTION B-2: MENTOR PROTÉGÉ PROGRAM

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

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

- Yes (If Yes, continue to SECTION B-4.)

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

## SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

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

Company Name	Texas VID <small>(Do not enter Social Security Number.)</small>	Date Notice Sent <small>(mm/dd/yyyy)</small>	Did the HUB Respond?  <input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers **at least seven (7) working days** prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.

- d. List **two (2)** trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

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

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

Rev.10/16

Enter your company's name here: Education Service Center Region 13 Requisition #: ESTAR-MSTAR

## SECTION B-4: SUBCONTRACTOR SELECTION

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

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 1 Description: Host and maintain ESTAR-MSTAR system; update and improve reporting features

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/passcmblsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
Graduation Alliance	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No		\$ 180,250	20%
	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

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

In 2012, ESC 13 staff began work on a statewide initiative for the Texas Education Agency to develop and integrate the ESTAR /MSTAR Assessment System, a suite of free diagnostic screening tools for Texas teachers to support decision-making in algebra readiness instruction. In March 2012, ESC 13 contracted with Epsilon LLC to develop system requirements, documentation, software tools, end-user documentation, reports, and other components for the first stage of work. Epsilon was acquired by ConnectEDU in September 2012, and the original Epsilon contract and subsequent amendments were assigned to ConnectEDU, including agreements for system support, maintenance, and hosting. In 2014, the ESTAR/MSTAR project and ConnectEDU's rights to the Epsilon software framework were assigned to another company, Graduation Alliance (GA).

In order to provide uninterrupted access to the ESTAR/MSTAR assessment system for the remainder of school year 2016-17, as the current system provider GA will continue to provide hosting and maintenance until the transition to a proprietary system is complete. Additionally, GA will make updates and improvements to reporting features during the remaining 2016-17 testing windows.

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



# HUB Subcontracting Opportunity Notification Form

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

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

<b>SECTION A: PRIME CONTRACTOR'S INFORMATION</b>	
Company Name: <u>Education Service Center Region 13</u>	State of Texas VID #: <u>741590220</u>
Point-of-Contact: <u>Dr. Millie Klein</u>	Phone #: <u>512-919-5105</u>
E-mail Address: <u>millie.klein@esc13.txed.net</u>	Fax #: <u>512-919-5156</u>
<b>SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION</b>	
Agency Name: <u>Texas Education Agency</u>	
Point-of-Contact: <u>Kerry Ballast</u>	Phone #: <u>512-305-9231</u>
Requisition #: <u>ESTAR-MSTAR</u>	Bid Open Date: _____ <small>(mm/dd/yyyy)</small>
<b>SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION</b>	
<b>1. Potential Subcontractor's Bid Response Due Date:</b>	
If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,	
we must receive your bid response no later than _____ on _____	
Central Time Date (mm/dd/yyyy)	
<p><i>In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).</i></p> <p><i>(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</i></p>	
<b>2. Subcontracting Opportunity Scope of Work:</b>	
<b>3. Required Qualifications:</b> <input type="checkbox"/> - Not Applicable	
<b>4. Bonding/Insurance Requirements:</b> <input type="checkbox"/> - Not Applicable	
<b>5. Location to review plans/specifications:</b> <input type="checkbox"/> - Not Applicable	

# HSP Good Faith Effort - Method B (Attachment B)

Rev. 09/15

Enter your company's name here: Education Service Center Requisition #: ESTAR/MSTAR

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

## SECTION B-1: SUBCONTRACTING OPPORTUNITY

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

Item Number: 3 Description: Develop technical specifications and transition to new system; improve adaptive testing and rostering features

## SECTION B 2: MENTOR PROTÉGÉ PROGRAM

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

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

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

## SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/proc/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

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

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

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/proc/hub/mwb-links-1/>.

- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

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

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

Rev. 06/15

Enter your company's name here: <u>Education Service Center</u>	Requisition #: <u>ESTAR/MSTAR</u>
---	-----------------------------------

**SECTION B-4: SUBCONTRACTOR SELECTION**

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

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.  
 Item Number: 3      Description: Develop technical specifications and transition to new system; improve adaptive testing and rostering features
- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID Number <small>(Required if Texas certified HUB)</small>	Approximate Dollar Amount	Expected Percentage of Contract
Trinity Education Group	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No		\$ 252,000	27 %
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

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

Trinity Education Group (TEG) has been selected to transition the ESTAR-MSTAR Assessment to a non-proprietary system with improvements to adaptive testing features, reporting functionalities, and rostering features, including new functionality for district and teacher roles. In 2012, ESC 13 first contracted with TEG to support Project Share Gateway, which is a customized content repository that allows access to thousands of standards-aligned learning and professional development resources created by the Texas Education Agency (TEA) and its affiliated content partners. ESTAR-MSTAR professional development courses are available through the Gateway. Through grant/contract requirements, ESC 13 has been directed by TEA to maintain and support existing online courses, online applications, and Project Share resources. As such, ESC 13 has awarded subsequent contracts to TEG to continue to support the Gateway for the TEA. Based on their proven expertise in enhancing learning environments and creating accessible solutions, TEG will transition and improve ESTAR-MSTAR making it easier for teachers to use to meet the specific learning needs of classrooms and schools across the state.

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

# HSP Good Faith Effort - Method B (Attachment B)

Rev. 09/15

Enter your company's name here: <u>Education Service Center Region 13</u>	Requisition #: <u>ESTAR/MSTAR</u>
---	-----------------------------------

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

## SECTION B-1: SUBCONTRACTING OPPORTUNITY

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

Item Number: 2 Description: Develop new diagnostic assessment items; training materials and classroom activities; improve testing features and teacher reports

## SECTION B-2: MENTOR PROTÉGÉ PROGRAM

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

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

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

## SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

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

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

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.

- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

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



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

Rev. 09/15

Enter your company's name here: Education Service Center Region 13 Requisition #: ESTAR/MSTAR

## SECTION B-4: SUBCONTRACTOR SELECTION

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

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 2 Description: Develop new diagnostic assessment items; training materials and classroom activities; improve testing features and teacher reports

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

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
Southern Methodist University	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No		\$ 340,000	37 %
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

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

As the primary researcher, content developer and trainer for ESTAR/MSTAR since 2008, Southern Methodist University (SMU) has been selected to extend previous work related to ESTAR/MSTAR diagnostic assessments. This will provide a focused, coherent progression for improvements and new development to the assessments, training materials and supporting resources to help guide instructional decisions to support algebraic readiness proficiency in grades 2-8. Specific tasks will include development of additional diagnostic items, improvements to adaptive testing features and teacher reports, development of training and/or materials that provide guidance and information on further instruction and support for struggling students, and development of classroom activities and/or lesson plans designed to improve outcomes of struggling students.

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