



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

REQUEST FOR PROPOSAL (RFP)

RFP No.: 701-15-013

Texas Certificate of High School Equivalency (TxCHSE) Examination Provider

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

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

Tuesday, February 17, 2015 - 2:00 P.M., Central Time

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

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

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

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

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

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

TABLE OF CONTENTS

	<u>Page</u>
<u>SECTION ONE INTRODUCTION AND PURPOSE</u>	
1.1 PURPOSE OF THE REQUEST FOR PROPOSAL (RFP)	3
1.2 BACKGROUND INFORMATION	3
1.3 CONTRACT TERM/OPTION TO EXTEND	4
1.4 BUDGET	4
1.5 PROJECT DESCRIPTION AND REQUIREMENTS	4
<u>SECTION TWO GENERAL INSTRUCTIONS AND STANDARD PROPOSAL REQUIREMENTS</u>	
2.1 PROPOSAL SUBMISSION, DATE, AND TIME	11
2.2 EXPECTED SEQUENCE OF EVENTS/CRITICAL DATES	12
2.3 QUESTIONS RECEIVED PRIOR TO OPENING OF PROPOSALS	12
2.4 STANDARD PROPOSAL REQUIREMENTS	13
2.5 STATE NOT RESPONSIBLE FOR PREPARATION COSTS	13
2.6 DISCLOSURE OF PROPOSAL CONTENT	13
2.7 CONFLICT OF INTERESTS	13
<u>SECTION THREE PROPOSAL FORMAT AND CONTENT</u>	
3.1 PROPOSAL FORMAT AND CONTENT	14
3.2 UNDERSTANDING OF THE PROJECT AND METHODOLOGY	14
3.3 MANAGEMENT PLAN FOR THE PROJECT	14
3.4 TASK ACTIVITY PLAN	15
3.5 COST PROPOSAL	15
3.6 PROVIDER'S FINANCIAL RESPONSIBILITY	16
<u>SECTION FOUR REVIEW OF PROPOSALS</u>	
4.1 REVIEW OF PROPOSALS	17
4.2 SELECTION CRITERIA	17
<u>SECTION FIVE CONTRACTUAL REQUIREMENTS</u>	
5.1 PROVIDER'S PROPOSAL	20
5.2 PROJECT REVIEW REQUIREMENT	20
5.3 PAYMENT	20
SECTION SIX ATTACHMENTS	
ATTACHMENT A – NOTICE OF INTENT TO SUBMIT A PROPOSAL	
ATTACHMENT B – EXECUTION OF OFFER, AFFIRMATION OF GENERAL PROVISIONS AND PROPOSAL PREFERENCES	
ATTACHMENT C – SUGGESTED FORMAT FOR PROPOSAL COVER PAGE	
ATTACHMENT D – SCHEDULE OF TASK COMPLETION	
ATTACHMENT E – GEOGRAPHIC DISTRIBUTION OF CURRENT TXCHSE TESTING CENTERS	
ATTACHMENT F – XML FILE SCHEMA	
ATTACHMENT G – GLOSSARY	

SECTION ONE INTRODUCTION AND PURPOSE

1.1 PURPOSE OF THE REQUEST FOR PROPOSAL (RFP)

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

The proposal shall demonstrate how the selected Provider will make available a high school equivalency assessment for use in a variety of TEA approved testing centers throughout the state including those at correctional facilities.

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

Providers must meet the following criteria:

- Demonstrate extensive experience providing a high stakes testing program including a minimum of three (3) years of experience providing services for large-scale (e.g. statewide or national) high stakes testing. A "high stakes" testing program includes assessments used for federal and state educational accountability purposes, student graduation requirements, and college qualification or entrance exams.
- Demonstrate experience in developing and administering large-scale assessments, training for test administration staff, security of examination materials, and storage of confidential data and transfer of that data.
- Demonstrate a proven track record of managing and implementing large scale projects.
- Demonstrate knowledge of successful instruction and academic practices at the secondary school level in relation to providing high stakes testing.
- Demonstrate financial stability.

The SBOE will select the provider(s) based upon a number of criteria, including the Provider's demonstrated competence, experience, knowledge, qualifications, written and verbal communication skills, and ability, in the absence of disqualifying relationships or conflicts of interest, and reasonableness of proposed fees, among others. SBOE reserves the right to make one award in the best interests of the State, as a result of this RFP process.

No funding is directly associated with this request for proposals.

1.2 BACKGROUND INFORMATION

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

Approximately 53,000 individuals take high school equivalency exams each year in Texas. Currently, these exams are administered in over 152 public computer-based testing centers with an additional 133 correctional facilities administering the examinations on paper or computer.

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

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

Statutory Authority:

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

1.3 CONTRACT TERM/OPTION TO EXTEND

The term of any contract resulting from this RFP shall be from contract award until August 31, 2017. TEA, at its own discretion, may extend any contract awarded pursuant to this RFP for up to two additional fiscal years under the same or different terms subject to approval from the State Board of Education and the Texas Legislature for this project. If renewed, the first renewal period shall be from September 1, 2017 through August 31, 2018; and the second renewal period shall be from September 1, 2018 through August 31, 2019.

1.4 BUDGET

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

1.5 PROJECT DESCRIPTION AND REQUIREMENTS

This RFP is designed to accomplish the following objective:

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

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

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

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

1. Qualifications and Experience
2. Examination Development and Validation
3. Alignment to Texas Standards

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

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

1. Qualifications and Experience

- a) Demonstrate extensive experience in providing a high stakes testing program including a minimum of three (3) years of experience providing services for large-scale (e.g. statewide or national) high stakes testing. A “high stakes” testing program includes assessments used for federal and state educational accountability purposes, student graduation requirements, and/or college qualification or entrance exams.
- b) Demonstrate experience in developing and administering large-scale assessments, training for test administration staff, and securing of examination materials, storage of confidential data and transfer of that data.
- c) Demonstrate a proven track record of managing and implementing large scale (such as statewide or equivalent) projects.
- d) Demonstrate knowledge of successful instruction and academic practices at the secondary school level in relation to providing high stakes testing.
- e) Demonstrate financial stability.

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

2. Examination Development and Validation

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

3. Alignment to Texas Standards

- a) Provide documentation of alignment to the Texas Essential Knowledge and Skills (TEKS) incorporating the Texas College and Career Readiness Standards (CCRS). (<http://tea.texas.gov/curriculum/teks/>)
 - i. Detail how the examination will continue to be aligned to TEKS and CCRS during the agreement period.

4. Examination

- a) Describe the subject areas included in the examination battery.
 - i. For each subject area, include documentation regarding the knowledge and skills to be tested and the determination of proficiency.
 - ii. Describe how specific items were developed and selected for the examination.
 - iii. Include documentation of alignment to the TEKS for each subject area.
 - iv. Describe the length of testing time for each subject area exam and include the length of time for the examination battery.
- b) Describe the test delivery method (paper-based, computer-based etc.)
 - i. Describe the retest policy for each method including any wait time and/or limitations between retesting.
 - ii. State the languages in which the test is available.
- c) Describe the test delivery method for correctional facilities.
 - i. Describe any different or additional testing options for correctional facilities.
- d) If the Provider is proposing a computer-based test:
 - i. Indicate if the computer-based test is a web-based or a stand-alone product. The test must be secure on the internet and be accessed by test administrators only. If the test is web-based, the test taker must only have access to the test and no other internet resources. The Provider must have sufficient capacity to handle peak testing cycles. If there is a likely period of high volume testing, the Provider must be equipped with the connectivity and computing capacity to absorb the high volume of test data.
 - ii. Describe how the administration platform will be used by administrators to manage the testing process. The platform must be system-agnostic, meaning that the platform can run on a reasonable proportion of the computers in place at the testing sites. This must include the following minimum specifications for:
 - a. Desktop, laptop, or other devices on which the test is delivered.
 - b. Any administrative device associated with the units on which the test is delivered (if applicable)
 - c. Storage requirements involved in the delivery of tests (if applicable)
 - d. Networking associated with any device involved in the delivery of tests (if applicable)
 - e. Infrastructure for Internet, printing, and any other applicable requirements involved in the delivery of the tests
- e) If the Provider is proposing a paper-based test:
 - i. Describe the requirements of test centers for the handling of test materials including:
 - a. Ordering test materials including answer sheets, transmittal documents and demographic forms
 - b. Shipping and receiving test material and answer documents
 - c. Secure storage
 - d. Inventory such as frequency documentation
- f) Describe the processes regarding a breach in test administration security and the manner in which the TEA will be informed of the problem including the resolution.

5. Test-Taker Registration including Scheduling Processes and Requirements

- a) Describe the test-taker registration process including, but not limited to:
 - i. Description of the steps in the registration process
 - ii. Description of any required demographic data
 - iii. Description of any optional demographic data
 - iv. Description of the registration process for correctional facilities, if different than above
- b) Describe the process to be used by test takers to schedule tests (including retests).

6. Examination Administration Requirements for Testing Sites

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

Examination Administrators/Proctors

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

7. Examination Costs and Texas Administrative Fee

- a) Describe all costs associated with the proposed test. Description must include the costs for:
 - i. The full test battery per test taker
 - a. Breakdown of the individual test costs
 - b. Breakdown of retest costs
 - c. Breakdown of costs for testing in correctional facilities (if different from costs described above)
 - ii. Scoring a full examination battery and individual subject area tests
 - iii. Re-testing an individual subject area test
 - iv. Data management and transfer of records to the TEA
 - v. Training of staff in administration or instructors in test administration
 - vi. Practice test
 - vii. Any other cost(s) associated or anticipated not otherwise covered or mentioned

- b) Describe the process for compensating testing centers for administration of the test.
- c) Describe method(s) for collecting examination costs directly from test taker and/or a third party.
- d) Describe the process for collecting the state required per test administrative fee (per test fee is calculated by dividing the number of tests in the battery by \$15.00).
 - a. Certify the payment system meets PCI compliance.
- e) Describe the process for transmitting the state required per test administrative fee to TEA on a monthly basis.
- f) Describe assistance that will be available for individuals that experience financial barriers in paying for the test.

8. Accommodations

The Provider must make available reasonable accommodations that comply with the Americans with Disabilities Act requirement. Any private or public entity that offers examinations relating to certification or credentialing for secondary or post-secondary education, shall offer such examinations in a place and manner accessible to persons with disabilities or offer alternative arrangements for such individuals as special accommodations, and be able to evaluate the special accommodation request. See 42 U.S.C.S. §12189. The Provider shall ensure that the validity of all allowable accommodations is supported and documented.

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

9. Scoring, Results, and Reporting

Scoring

- a) Describe the process used in determining high school equivalency and college/career readiness scoring levels.
 - i. Provide the minimum passing scores as well as all possible scores with percentiles for student ranking included.
- b) Describe test scoring methodology, including how essays are scored.
- c) Describe each step of the test scoring and results procedures (including adequate quality assurance checks to ensure accuracy of scores) that will be followed by the test site, Provider, and/or others to score and make available results to the test-taker, including a test taker's responses to the test.
- d) Describe the quality control systems that will be used to verify accuracy of scoring, processing, and reporting of all test scores.
- e) Describe how a passing score is determined including test/battery passing scores/non-passing scores, and percentile scores. If during the duration of the agreement the scores will change, the score changes must be described in the proposal.
- f) Identify whether there is an overall score or individual test minimums, as well as the time between test administration and access to scores.
- g) If the Provider is proposing to use the test to provide diagnostic guidance to test-takers, describe how test summaries, test item analysis, and/or skill builder guidance can assist the test-taker.

- h) If the Provider is proposing training, describe the training that will be provided to the Texas Education Agency, educators and testing centers on the interpretation of the additional scores.

Results

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

10. Data and Access Requirements

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

- a) Upon completion of scoring for each batch of examinations, the Provider must make available individual test-taker score reports to test takers within three working days of receipt. If for any reason the three-day time limit cannot be met, TEA must be notified in writing.
- b) Provide assurance that the Provider will make available a secure location for TEA to retrieve test results daily. Each test file must have a unique identifiable file name.
 - i. Data must be made available in XML schema (see Attachment F).
 - ii. Describe how the XML files will be secured. Description must include information regarding where the data is stored, transmission, and encryption of data. Describe if data is encrypted at-rest and in-transit. (an architectural diagram of the system must be included)
- c) The Provider must ensure that the connection speed and download time for retrieving data is at a level acceptable by TEA.
- d) The Provider must allow TEA to monitor their system security posture, which includes TEA audit rights.
- e) The Provider's system must be available to TEA 24 hours a day, seven days a week, and 365 days a year 99.5% of the time. All regular system maintenance must be confined to non-business hours (7pm to 6am) and with prior approval given by TEA. Any planned emergency maintenance may be done at any time with prior approval of TEA.
- f) The Provider must not disseminate, publish, or incorporate any data into a separate central database or warehouse without the expressed prior written consent of TEA. The Provider must not utilize any data for marketing, or any other purposes, without the expressed prior written consent of TEA.
- g) The Provider's database must employ a secure user login screen with strong passwords that permits only users pre-authorized by TEA to access the program and appropriate encryption technology to ensure secure transmission over a network. The encryption technology proposed must comply with TEA's policies.
- h) If the system includes web-based applications, the provider must describe how they will monitor and test for web application vulnerabilities.

11. Support, Supplemental Instructional Materials, and Professional Development

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

12. Coordination with TEA

- a) The proposal must provide for, at a minimum, monthly management meetings between the Provider and TEA staff. Meetings may be held by telephone, videoconference, or face-to-face. The monthly management meetings will provide an opportunity to review and discuss the current status of the implementation and address any concerns. The Provider must prepare an agenda with input from TEA, take minutes, and submit the minutes to TEA by e-mail. Minutes must include the status of the activities identified for completion with the deadline and person(s) assigned to each activity.

The proposal must describe the process for effective and seamless transition upon conclusion of this agreement.

All proposals in response to this request must meet the following conditions in order to be considered. Failure to meet these conditions shall result in disqualification of proposal and the proposal shall receive no further consideration.

SECTION TWO GENERAL INSTRUCTIONS AND STANDARD PROPOSAL REQUIREMENTS

2.1 PROPOSAL SUBMISSION, DATE, AND TIME

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

February 17, 2015 - 2:00 P.M., Central Time (CT)

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

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

2.1.1 Receipt of Proposals

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

Method of Submittal

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

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

2.1.2 Purchasing, Contracts and Agency Services (PCAS) Office

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

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

2.1.3 **Number of Copies of Proposal**

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

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

2.1.4 **Intent to Submit Proposal**

All prospective Providers should notify the Texas Education Agency in writing of their intent to submit a proposal (Attachment A) by January 29, 2015, to the TEA Purchasing and Contracts Division via email TEAContracts@tea.state.tx.us or by FAX (512) 475-1706. Failure to notify the Agency of the intent to submit a proposal will not disqualify the Provider from submitting a proposal.

2.2 **EXPECTED SEQUENCE OF EVENTS/CRITICAL DATES**

DATE	EVENT
Monday, January 5, 2015	Publication of Request for Proposals in the electronic state business daily at http://esbd.cpa.state.tx.us/
Tuesday, January 27, 2015	Notice of Intent to submit a proposal is due in the TEA Purchasing, Contracts & Agency Services Office by 5:00 P.M.
Thursday, February 5, 2015	Last day to submit written questions about the RFP to TEA, no later than 5:00 P.M., CT
Tuesday, February 17, 2015	Proposal is due in the Purchasing, Contracts & Agency Services Office before 2:00 P.M., CT
February 18 – April 2015	Evaluation process, oral presentations, and /or negotiations Top finalists may be asked to an interview by the SBOE during the April 15-17, 2015 scheduled meeting
May 2015	Selection of Provider after approval by State Board of Education.
June 2015	Beginning date of contract and commencement of work
August 31, 2017	Ending date of contract and final product submitted to the TEA with final billing

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

2.3 **QUESTIONS RECEIVED PRIOR TO OPENING OF PROPOSALS**

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

Jennifer Feliciano

TEAContracts@tea.state.tx.us

2.3.1 **Requests for Additional Information**

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

additional information” resulting in additional cost to meet the requirements of the RFP. **NO PHONE INQUIRIES WILL BE ACCEPTED.**

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

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

2.4 STANDARD PROPOSAL REQUIREMENTS

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

2.5 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

2.6 DISCLOSURE OF PROPOSAL CONTENT

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

2.7 CONFLICT OF INTEREST

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

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

SECTION THREE PROPOSAL FORMAT AND CONTENT

3.1 PROPOSAL FORMAT AND CONTENT

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

3.1.1 Proposal Cover Page

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

3.1.2 Response Checklist

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

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

3.2 UNDERSTANDING OF THE PROJECT AND METHODOLOGY

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

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

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

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

3.3 MANAGEMENT PLAN FOR THE PROJECT

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

- Structure of the organization
- Indications of the ability to perform the tasks described in section 1.5
- Evidence that the Provider has experience through working on similar projects

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

3.4 TASK/ACTIVITY PLAN

Provider must plan for a project starting date of no earlier than June 1, 2015, and an ending date of no later than August 31, 2017 if selected as the provider. The Provider must submit a task/activity plan specifying to the degree possible the tasks and activities which are to be undertaken. Timelines showing beginning and ending dates for each major task are to be included, as well as the name(s) of person(s) responsible for each task. Activities must be sufficiently designed and outlined in the task/activity plan that will provide evidence of satisfactory delivery of services and products. Time frames must be logical and appropriate to complete all activities within the beginning and ending dates of the contract. Failure to meet this condition shall result in disqualification of proposal and the proposal shall receive no further consideration.

3.5 COST PROPOSAL

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

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

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

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

3.6 PROVIDER'S FINANCIAL RESPONSIBILITY

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

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

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

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

Failure to meet this condition, shall result in a non-award. TEA will commence negotiations with the next high point Provider.

SECTION FOUR REVIEW OF PROPOSALS

4.1 REVIEW OF PROPOSALS

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

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

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

4.2 SELECTION CRITERIA

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

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

CATEGORIES	POSSIBLE POINTS
<p>A. Quality of Technical Component:</p> <p>1. Adequacy and appropriateness of project design (35)</p> <ul style="list-style-type: none"> • Understanding of the needs of the state of Texas regarding high school equivalency examinations (10) • Clear overview of the proposed services (5) • Understanding of the nature and scope of the work involved (5) • Examination described is fully developed and validated (or will be by January 2016) (10) • Clear plan to make the examination easily accessible to all individuals. (5) <p>2. Understanding of prior studies and research (15)</p> <ul style="list-style-type: none"> • Understanding of the psychometrics of developing and implementing a high school equivalency examination such as TxCHSE (5) 	<p>100</p>

CATEGORIES	POSSIBLE POINTS
<ul style="list-style-type: none"> • Use of evidence-based research in the development of the assessment as indicated by the bibliography included in the appendices (5) • Clear evidence that the Provider performed validity studies on the examination and implemented quality improvements as a result (5) <p>3. Clear description of details for carrying out project (40)</p> <ul style="list-style-type: none"> • Overall quality of proposal (20) • Each project requirement is clearly addressed with a methodology and timeline (20) <p>4. Alignment with Texas Essential Knowledge and Skills (10)</p> <ul style="list-style-type: none"> • Examination described is aligned with the TEKS including the Texas CCRS (10) 	
<p>B. Quality of Task/Activity Plan:</p> <p>1. Activities are of sufficient scope and detail to provide evidence of satisfactory delivery of services and products. (15)</p> <ul style="list-style-type: none"> • Sufficient specificity for the scope of work to demonstrate full understanding of the key requirements (10) • Validation or other evidence to demonstrate the examination's rigor and applicability <ul style="list-style-type: none"> ○ Examination proposed aligns with the needs of students, future employers, etc. (5) <p>2. Logical and appropriate timeframes for completing project deliverables. (10)</p> <ul style="list-style-type: none"> • Examination will be available for use no later than January 2016 (5) • Each individual subject test will be scored and scores will be available to test-takers no later than 3 days after the testing date (5) <p>3. Supplemental materials (5)</p> <ul style="list-style-type: none"> • Subject area practice tests provide test-takers with feedback regarding performance on the actual test and links to supplemental materials to improve areas for growth (5) 	30
<p>C. Quality of Management Component:</p> <p>1. Experience of organization in managing and implementing large-scale testing projects of similar scope to that described in this RFP (25)</p> <ul style="list-style-type: none"> • Clear demonstration of extensive experience providing a high-stakes testing program including a minimum of 3 years of experience providing services for large-scale (e.g. statewide or national) high stakes testing (5) • Clear demonstration of experience in developing and administering large-scale assessments, training for test administration staff, security of examination materials, storage of confidential data, and transfer of that data (10) • Clear demonstration of a proven track record of managing and implementing large scale projects (5) • Evidence of existing customer satisfaction indicated by 3 letters of reference (5) 	45

CATEGORIES	POSSIBLE POINTS
<p>2. Personnel qualifications, including appropriate combination of programmatic, research/evaluation, and technical skill sets and experience (20)</p> <ul style="list-style-type: none"> • Qualifications and experience of the personnel associated with the work are sufficient to meet the needs and requirements of the RFP. (5) • Personnel capacity is sufficient to reasonably deliver and implement all RFP requirements within proposed timelines.(5) • Ability to provide adequate technical support to (10): <ul style="list-style-type: none"> ○ Test takers ○ Authorized testing centers ○ TEA 	
<p>D. Cost-Effectiveness and Appropriateness of Costs Associated with the Examination:</p> <p>1. Costs are reasonable and justified (25)</p> <ul style="list-style-type: none"> • Description of the proposed costs associated with the examinations is of sufficient detail to determine the (10): <ul style="list-style-type: none"> ○ Initial test cost ○ Retest costs ○ Test center reimbursement ○ Correctional facility testing costs ○ Examinations costs are reasonable for test takers • Proposal provides maximum value for the cost (5) • Examinations are affordable for test takers after accounting for the costs of testing materials and the costs associated with testing center reimbursement (5) • Proposal provides a clear method for collection of the required state administration fee and transfer of that fee to the TEA (5) 	25
<p>E. Data, Scoring, and Reporting (15)</p> <ol style="list-style-type: none"> 1. Proposal provides for the secure retrieval of data by TEA in the required format (5) 2. Proposal provides for security to ensure data collected during the examination process (10) 	15
TOTAL	215

4.2.1 Preference(s)

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

SECTION FIVE CONTRACTUAL REQUIREMENTS

5.1 PROVIDER'S PROPOSAL

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

5.2 PROJECT REVIEW REQUIREMENTS

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

5.3 PAYMENT

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

NOTICE OF INTENT TO SUBMIT A PROPOSAL

RFP # 701-15-013

Texas Certificate of High School Equivalency (TxCHSE) Examination Provider

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

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

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

PLEASE SUBMIT THIS NOTICE BY E-MAIL OR FAX AS SOON AS POSSIBLE AFTER RECEIPT OF THE RFP, BUT NOT LATER THAN, JANUARY 29, 2015 TO:

TEAContracts@tea.state.tx.us
 Texas Education Agency
 Purchasing and Contracts Division
 FAX (512) 475-1706

EXECUTION OF OFFER, AFFIRMATION OF GENERAL PROVISIONS, AND PROPOSAL PREFERENCES

A. As used in these General Provisions:

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

B. Indemnification:

Acts or Omissions

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

Infringements

- 1) Provider shall indemnify and hold harmless the State of Texas and the Texas Education Agency, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, PROVIDERS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF PROVIDER PURSUANT TO THIS CONTRACT. PROVIDER AND TEA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.
- 2) Provider shall have no liability under this section if the alleged infringement is caused in whole or in part by:
 - (i) use of the product or service for a purpose or in a manner for which the product or service was not

designed, (ii) any modification made to the product without Provider's written approval, (iii) any modifications made to the product by the Provider pursuant to TEA's specific instructions, (iv) any intellectual property right owned by or licensed to TEA, or (v) any use of the product or service by TEA that is not in conformity with the terms of any applicable license agreement.

- 3) If Provider becomes aware of an actual or potential claim, or TEA provides Provider with notice of an actual or potential claim, Provider may (or in the case of an injunction against TEA, shall), at Provider's sole option and expense; (i) procure for the TEA the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that TEA's use is non-infringing.

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

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

For local educational agencies (LEAs), regional education service centers (ESCs), institutions of higher education (IHEs), and state agencies: Provider, 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 Provider in performance of the Contract Project.

- C. Subcontracting and Substitutions:** Provider shall not assign, transfer or subcontract any of its rights or responsibilities under this Contract without prior formal written amendment to this Contract properly executed by both TEA and Provider. TEA reserves the right to request changes in personnel assigned to the project. The TEA Project Manager must pre-approve any changes in key personnel throughout the contract term. Any changes to the HUB Subcontracting Plan (HSP) must be approved by the Agency HUB Coordinator before staffing changes are initiated. Substitutions are not permitted without written approval of the TEA Project Manager.
- D. Provider's Proposal:** Provider's proposal that was furnished to TEA in response to a Request for Proposal is incorporated in this Contract by reference. The provisions of this Contract shall prevail, however, in all cases of conflict arising from the terms of Provider's proposal whether such proposal is a written part of this Contract or is attached as a separate document.
- E. Requirements, Terms, Conditions, and Assurances:** The terms, conditions, and assurances, which are stated in the Request for Proposal, in response to which Provider submitted a proposal, are incorporated herein by reference for all purposes, although the current General Provisions shall prevail in the event of conflict.
- F. Records Retention and the Right to Audit:** Provider shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Provider in connection with the Contract Project. These records and accounts shall be retained by Provider and made available for programmatic or financial audit by TEA and by others authorized by law or regulation to make such an audit for a period of not less than five (5) years from the date of completion of the Contract Project. If an audit has been announced, the records shall be retained until such audit has been completed.

Pursuant to Government Code, the state auditor may conduct an audit or investigation of the provider or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the Provider or any other entity or person directly under this

contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, or the to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Provider 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. Provider will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the provider and the requirement to cooperate is included in any subcontract it awards.

- G. Intellectual Property Ownership:** Provider 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, Provider 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. Provider agrees to maintain written agreements with all officers, directors, employees, agents, representatives and subcontractors engaged by Provider for the Contract Project, granting Provider rights sufficient to support the performance and grant of rights to TEA by Provider. Copies of such agreements shall be provided to TEA promptly upon request.

Provider 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 Provider 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, Provider 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. Provider agrees to notify TEA on delivery of the Works if they include any such preexisting rights. On request, Provider will provide TEA with documentation indicating a third party's written approval for Provider to use any preexisting rights that may be embodied or reflected in the Works.

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

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

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

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

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

Sanctions

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

- I. Information Security Requirements:** Access to Confidential TEA Information. Provider represents and warrants that it will take all necessary and appropriate action within its abilities to safeguard TEA Confidential Information and to protect it from unauthorized disclosure. If Provider discloses any TEA confidential information to a

subcontractor or agent, Provider will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Provider. Whenever communications with Provider necessitate the release of Confidential TEA Information, additional TEA Confidential forms will need to be signed by each individual who will require access to or may be exposed to that information. Provider shall access TEA's systems or Confidential TEA Information only for the purposes for which it is authorized. TEA reserves the right to review the Provider's security policy to ensure that any data that is on the Provider's servers is secure. Provider shall cooperate fully by making resources, personnel, and systems access available to TEA and TEA's authorized representative(s). Provider shall ensure that any TEA Confidential Information in the custody of Provider is properly sanitized or destroyed when the information is no longer required to be retained by TEA or Provider in accordance with this Contract. Electronic media used for storing any Confidential Comptroller Information must be sanitized by clearing, purging or destroying in accordance with such standards established by the National Institute of Standards and Technology and the Center for Internet Security. These standards are also required if the Provider is collecting, maintaining, or analyzing data gathered, collected, or provided under this Contract. Provider must maintain a record documenting the removal and completion of all sanitization procedures with the following information:

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

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

Access to Internal TEA Network and Systems

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

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

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

- J. State of Texas Laws:** In the conduct of the Contract Project, Provider shall be subject to laws or rules of the State of Texas pertaining to and or governing this Contract and the Contract Project. This Contract constitutes the entire agreement between TEA and Provider for the accomplishment of the Contract Project. This Contract shall be interpreted according to the laws of the State of Texas except as may be otherwise provided for in this Contract.
- K. Point of Contact and Escalation:** All notices, reports and correspondence required by this Contract shall be in writing and delivered to the TEA Project Manager listed below or their successors in office. Within thirty (30) days of execution of a contract, the respective Parties will designate the next level of personnel within each organization to address conflicts or ambiguity that cannot be resolved at the Project Manager level.

TEA

Stacy Avery
Project Manager
Texas Education Agency
William B. Travis Building
1701 N. Congress Avenue
Austin, Texas 78701

PROVIDER

- L. Federal Rules, Laws, and Regulations That Apply to all Federal Programs:** Provider shall be subject to and shall abide by all federal laws, rules, and regulations, pertaining to the Contract Project, including, but not limited to:
 1. Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. sec. 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64;
 2. Title VI of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 CFR Part 100;
 3. Title IX of the Education Amendments 1972, as amended (prohibition of sex discrimination in educational institutions) and the regulations effectuating its provisions contained in 34 CFR Part 106, if Provider is an educational institution;
 4. Section 504 of the Rehabilitation Act of 1973, as amended (nondiscrimination on the basis of handicapping condition), and the regulations effectuating its provisions contained in 34 CFR Parts 104 and 105.
 5. The Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age), and the implementing regulations contained in 34 CFR, Part 110;
 6. Family Educational Rights and Privacy Act of 1975, as amended, and the implementing regulations contained in 34 CFR, Part 99, if Provider is an educational institution;
 7. Section 509 of H.R. 5233 as incorporated by reference in P.L. 99-500 and P.L. 99-591 (prohibition against the use of federal grant funds to influence legislation pending before Congress);
 8. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103-382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and
 9. General Education Provisions Act, as amended.
- M. Forms, Assurances, and Reports:** Provider shall timely make and file with the proper authorities all forms, assurances and reports required by federal laws and regulations. TEA shall be responsible for reporting to the proper authorities any failure by Provider to comply with the foregoing laws and regulations coming to TEA's attention.
- N. Signature Authority; Final Expression; Superseding Document:** Provider 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 Provider.

- O. Antitrust:** By signing this Contract, Provider, represents and warrants that neither Provider nor any firm, corporation, partnership, or institution represented by Provider, or anyone acting for such firm, corporation or institution has, (1) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract.
- P. Dispute Resolution:** The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by TEA and Provider to attempt to resolve all disputes arising under this Contract. The parties may agree to mediation of their dispute at any time. However, if all issues in dispute are not completely resolved through direct negotiations between the parties within 180 days after the Agency receives Provider's notice of claim, then the parties must submit the dispute to mediation before a mutually acceptable mediator in Travis County, Texas. The mediation must be completed on or before 270 days after the Agency receives Provider's notice of claim. Completion of the mediation is a condition precedent to the filing of a contested case hearing under Chapter 2260. The Agency's participation in mediation or any other dispute resolution process shall not waive any of the Agency's contractual or legal rights and remedies, including but not limited to sovereign immunity.
- Q. Interpretation:** In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, Appendices, General Provisions, Special Provisions, Exhibits, and Attachments or other documents, the TEA Contract and its General Provisions, Appendices and Special Provisions shall take precedence over all other documents which are a part of this Contract.
- R. Compliance with Laws:** Provider 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 Provider's performance, including if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations. For the entire duration of the Contract, Provider shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. When required or requested by the Agency, Provider shall furnish TEA with satisfactory proof of its compliance with this provision.
- S. Public Information:** The TEA is subject to the provisions of the Texas Public Information Act. If a request for disclosure of this Contract or any information related to the goods or services provided under the Contract or information provided to the TEA under this Contract constituting a record under the Act is received by the TEA, the information must qualify for an exception provided by the Texas Public Information Act in order to be withheld from public disclosure. Provider authorizes the TEA to submit any information contained in the Contract, provided under the Contract, or otherwise requested to be disclosed, including information Provider has labeled as confidential proprietary information, to the Office of the Attorney General for a determination as to whether any such information may be exempt from public disclosure under the Act. If the TEA does not have a good faith belief that information may be subject to an exception to disclosure, the TEA is not obligating itself by this Contract to submit the information to the Attorney General. It shall be the responsibility of the Provider to make any legal argument to the Attorney General or appropriate court of law regarding the exception of the information in question from disclosure. The Provider waives any claim against and releases from liability the TEA, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by the Provider and determined by the Attorney General or a court of law to be subject to disclosure under the Texas Public Information Act.

The 83rd Legislature recently passed SB 1368, which amended Section 2252.907 of the Texas Government Code to require that a contract between a state governmental entity and a nongovernmental Provider involving the exchange or creation of public information, as defined by Section 552.002. Provider is required to make any information created or exchanged with the state pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. The TEA Project Manager will provide the specific format by which the Provider is required to make the information accessible by the public.
- T. Gratuities:** By signing this Contract, Provider represents and warrants that the Provider 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.
- U. Venue and Jurisdiction:** Subject to and without waiving any of the Agency's rights, including sovereign immunity, this Contract is governed by and construed under and in accordance with the laws of the State of Texas. Venue for any suit concerning this solicitation and any resulting contract or purchase order shall be in a court of competent jurisdiction in Travis County, Texas.

- V. Protests:** Any actual or prospective Bidder, Proposer, or Provider who is aggrieved in connection with the solicitation, evaluation, or award of this or any other contract by the Texas Education Agency may submit a formal protest to the Director of the Agency's Contracts, Purchasing and Agency Services Division. This protest procedure shall be the exclusive method by which anyone may make a challenge to any aspect of the Agency's contracting process. The Agency will not be required to consider the merits of any protest unless the written protest is submitted within ten (10) working days after such aggrieved person knows, or reasonably should have known, of the occurrence of the action which is protested. The protest document must meet with all requirements in applicable law and Agency's rules (Title 19 of the Texas Administrative Code, at § 30.2002) <http://ritter.tea.state.tx.us/rules/tac/index.html>.
- If the protest procedure results in a final determination by the Agency that a violation of law has occurred in its contracting process in a case in which a contract has been awarded, then the Agency may declare the contract void at inception. In that event, the party who had been awarded the contract shall have no rights under the contract and no remedies under the law against the Agency.
- W. Liability for and Payment of Taxes:** Provider represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Provider or its employees. TEA shall not be liable for any taxes resulting from this Contract.
- X. 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.
- Y. Conformance:** The Provider warrants that all goods and services furnished shall conform in all respects to the terms of this Contract, including any drawings, specifications or standards incorporated herein, and any defects in materials, workmanship, and free from such defects in design. In addition, provider warrants that goods and services are suitable for and will perform in accordance with the purposes for which they are intended.
- Z. Felony Criminal Convictions:** Provider represents and warrants that Provider has not and Provider's employees assigned to TEA projects have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Provider has fully advised TEA as to the facts and circumstances surrounding the conviction.
- AA. Criminal Background Checks:** If during the term of this Contract, Provider, and/or Provider staff, or subcontractor have access to Texas public school campuses, all Provider and/or Provider's staff must submit to a national criminal history record information review (includes fingerprinting) and meet all eligibility standards and criteria as set by Agency before serving in assignments on behalf of the Agency. This requirement applies to all individuals who currently serve or will serve in Agency assignments that have the possibility of direct contact with students. Assignments are contingent upon meeting Agency eligibility standards. Provider and/or any staff member of Provider 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 Provider is not eligible for assignment, this contract will be terminated effective immediately or the date of notice of non-eligibility, whichever is earliest.
- BB. Assignment of Contract:** This Contract may not be assigned, sold, or transferred without the express written consent of the TEA Purchasing and Contracts Division. An attempted assignment after Contract award without the TEA approval will constitute a material breach of contract.
- CC. Buy Texas:** In accordance with Government Code, Section 2155.444, the State of Texas requires that during the performance of a contract for services, Provider 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 Provider receives any federal funds under this Contract.
- DD. Excluded Parties List System:** The Texas Education Agency and the Provider must adhere to the directions provided in the President's Executive Order (EO) 13224, Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, which may be viewed at <http://www.whitehouse.gov/news/orders>. That Executive Order prohibits any transaction or dealing by United States persons, including but not limited to the making or receiving of any contribution of funds, goods, or services to or for the benefit of those persons listed in the General Services Administration's Excluded Parties List System (EPLS) which may be viewed on the System for Award Management (SAM) site at <http://www.Sam.gov>.
- EE. Suspension and Debarment:** Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any federal, state or local government entity and that Provider is in compliance with the State of Texas statutes and rules relating to procurement. If Provider is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

FF. Electronic and Information Resources Accessibility Standards: Effective September 1, 2006, state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic Information Resources specified in 1TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

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

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

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

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

Web development Providers 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](#)

GG. Collusion: Provider certifies and represents that Provider has not colluded with, nor received any assistance from, any person who was paid by TEA to prepare specifications or a solicitation on which a Provider's bid or proposal is based and will not allow any person who prepared the respective specifications or solicitation to participate financially in any contract award.

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

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

JJ. Independent Provider: Provider shall serve as an independent Provider in providing services under this Contract. Provider's employees are not and shall not be construed as employees or agents of the State of Texas.

KK. Provider Performance: All state agencies must report unsatisfactory Provider performance on purchases over \$25,000. Providers who are in default or otherwise not in good standing under any other current or prior contract with TEA at the time of selection will not be eligible for award of this contract. A Provider's past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of §2155.074, 2155.075,

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

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

Provider performance information is located on the CPA website at http://www.window.state.tx.us/procurement/prog/provider_performance/

LL. 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 thirty (30) calendar days advance written notice to the other Party. In the event of such a termination, the Provider shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination.
2. **Termination for Cause/Default:** If the Provider 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 Provider, 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 Provider in writing prior to the exercise of such remedy.

The Provider shall remain liable for all covenants and indemnities under the Contract. The Provider 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 Provider under the Contract.
5. **Survival of Terms:** Termination of the Contract for any reason shall not release the Provider from any liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, and invoice and fees verification.
6. **Contract Transition:** In the event a subsequent competitive solicitation is awarded to a New Provider, the Outgoing Provider shall hand-over to the New Provider all "Works" including but not limited to the following: data, materials, database access, intellectual property, source code, training materials, access to websites, asset transfer, and maintenance of service commitments. The purpose of transition planning is to ensure a seamless and continuous service when changing from one contract to another. The Outgoing Provider will begin shipping, transmitting or providing access to all appropriate materials and data to the New Provider within 10 days of announcement of award at the New Provider's expense for data processing and production, packing and shipping. The Outgoing Provider will be responsible for providing the services identified in the Contract until all records have been completely transferred to

the New Provider. The Outgoing Provider is responsible for performing due diligence to ensure that all the transition activities are identified and completed during the Contract Transition.

The Outgoing Provider shall submit to TEA requested reports and data. The TEA Project Manager shall approve the Transition Plan prior to its implementation. The Transition Plan must minimize the impacts on continuity of operations and maintain communication with the TEA Project Manager and the New Provider.

MM. Amendments: All Amendments to this Contract will be in a manner as prescribed by the Agency Contracting Process and are, subject to Paragraph B of the General Provisions and will be made on AMENDMENT TO TEXAS EDUCATION AGENCY STANDARD CONTRACT form. All Amendments will be initiated by the TEA Contracts staff. An Amendment to this Contract will become effective on the date of signature of TEA or the effective date shown on the Amendment document whichever is first.

1. Written Amendments are required for the following Contract changes:
 - a. Any revision which would result in the need for additional funding;
 - b. Any revision to the scope of work, deliverables, or objectives of the Contract (regardless of whether there is an associated budget revision requiring prior approval) additionally increases of 25% or more must be approved by the Comptroller;
 - c. A request to extend the period of the Contract;
 - d. Cumulative transfers among direct cost categories which exceed or are expected to exceed 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.

All Amendments must be signed by both parties.

NN. 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.

OO. Insurance: Provider represents and warrants that it will, within five (5) business days of being requested by the TEA, provide TEA with current certificates of insurance or other proof acceptable to TEA of the following insurance coverage:

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

Commercial General Liability: Occurrence based:

Bodily Injury and Property Damage

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

Aggregate limit: \$2,000,000;

Medical Expense each person: \$5,000;

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

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

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

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

PP. Force Majeure: Neither Provider nor Texas Education Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in any contract resulting from this RFP caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the

causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

QQ. Drug Free Workplace Policy: The Provider shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Provider shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

RR. Abandonment or Default: If the Provider 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 Provider. The defaulting Provider will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the Agency based on the seriousness of the default.

The Texas Government Code and Family Code sites referenced in this document may be viewed at: <http://www.statutes.legis.state.tx.us/>

The Texas Administrative Code site referenced in this document may be viewed at: [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.viewtac](http://info.sos.state.tx.us/pls/pub/readtac$ext.viewtac)

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

Bidder Affirmations:

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

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

Provider has not given, offered to give, not intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.

Pursuant to Texas Government Code, Title 10, Subtitle D, Section 2155.004(b), the Provider certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated if this certification is inaccurate.

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

Provider certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003 of the Government Code, relating to contracting with executive head of a state agency. If Section 669.003 applies, Provider will complete the following information in order for the bid to be evaluated.

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Bidder: _____ Date of Employment with Bidder: _____

Pursuant to Texas Government code, Title 10, Subtitle D, Section 2155.004(a), the bidder has not received compensation for participation in the preparation of specifications for this solicitation.

Provider shall provide to Agency, Provider's nine (9) digit Federal Employer's Identification Number (FEI#) or Social Security Number (SSN) if Provider is an individual, or Provider's fourteen (14) Digit State of Texas Payee Identification Number (TIN). If Provider is incorporated, Provider shall also provide to Agency the corporation's charter number issued by the Texas Secretary of State's office. Information provided by the provider will be verified by the Agency.

Provider's FEI#	
Provider's TIN	
Provider's charter #	

TEA has a policy of being a smoke-free agency. The policy reflects our commitment to providing a healthy environment for all our employees and visitors. This policy prohibits smoking within any state building or on the grounds. Provider, by acceptance of this contract, agrees to abide by this policy when on the property of TEA.

The undersigned is an authorized official for the Provider and certifies that the proposal submitted with this "Execution of Offer, Affirmation of Terms and Conditions, and Proposal Preferences" instrument is in full compliance with the provisions expressly stated above. I further certify that the proposal submitted with this instrument is allowed to claim any of the Chapter 2155 Texas Government Code preferences checked below:

The Provider if selected as the Provider, will be required to purchase products and materials produced in this state when they are available at a price and time comparable to products and materials produced outside of Texas (TX Govt. Code § 2155.4441).

Check below if claiming a preference included in Chapter 2155 of the Texas Government Code and in Rule 1 TAC 113.8

<input type="checkbox"/>	§ 2155.441	Products of persons with mental or physical disabilities
<input type="checkbox"/>	§ 2155.442	Energy efficient products
<input type="checkbox"/>	§ 2155.443	Rubberized asphalt paving material
<input type="checkbox"/>	§ 2155.444	Texas produced supplies, materials, or equipment; or USA supplies, materials, or equipment over foreign products
<input type="checkbox"/>	Rule 1 TAC	Services offered by a Texas bidder
<input type="checkbox"/>	§ 2155.444	Texas agriculture products
<input type="checkbox"/>	§ 2155.445	Recycled, remanufactured, or environmentally sensitive products made of recycled materials
<input type="checkbox"/>	§ 2155.446	Paper containing recycled fibers
<input type="checkbox"/>	§ 2155.447	Recycled motor oil and lubricants
<input type="checkbox"/>	§ 2155.449	Products produced in facilities on rehabilitated property as certified by section 361.609 of the Texas Health and Safety Code
<input type="checkbox"/>	§ 2155.449	Products and services from economically depressed or blighted areas
<input type="checkbox"/>	§ 2155.449	Products and services from Historically Underutilized Business or small business pursuant to the goals and objectives stated in chapter 2161 of the Texas Government Code
<input type="checkbox"/>	HB 3560	Goods produced or offered by service-disabled veterans.
<input type="checkbox"/>	HB 3560	Preference to manufacture that has recycle program for computer equipment.
<input type="checkbox"/>	HB 3560	Preference to providers providing foods of higher nutritional value.

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

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

THIS ATTACHMENT MUST BE SIGNED AND RETURNED WITH YOUR RESPONSE.

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

(FORMAT FOR COVER PAGE)

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

RFP #: 701-15-013

TITLE OF PROPOSED PROJECT: **Texas Certificate of High School Equivalency (TxCHSE) Examination Provider**

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

PROVIDER ORGANIZATION IDENTIFICATION NUMBER: Show Provider organization Federal Employer's Identification Number or Texas Identification Number (TINS)

PROPOSAL DEVELOPED BY: Name, position, email, and telephone number of person responsible for development of proposal

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

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

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

DURATION OF PROJECT: Beginning and ending dates of proposed project

CONTAINS PROPRIETARY INFORMATION: Check box if proposal being submitted contains proprietary information

ACCEPTANCE OF TERMS AND CONDITIONS: We hereby accept by the submission of the proposal the Terms and Conditions of the General Provisions

DATE SUBMITTED: Date proposal is submitted to TEA

SCHEDULE OF TASK COMPLETION

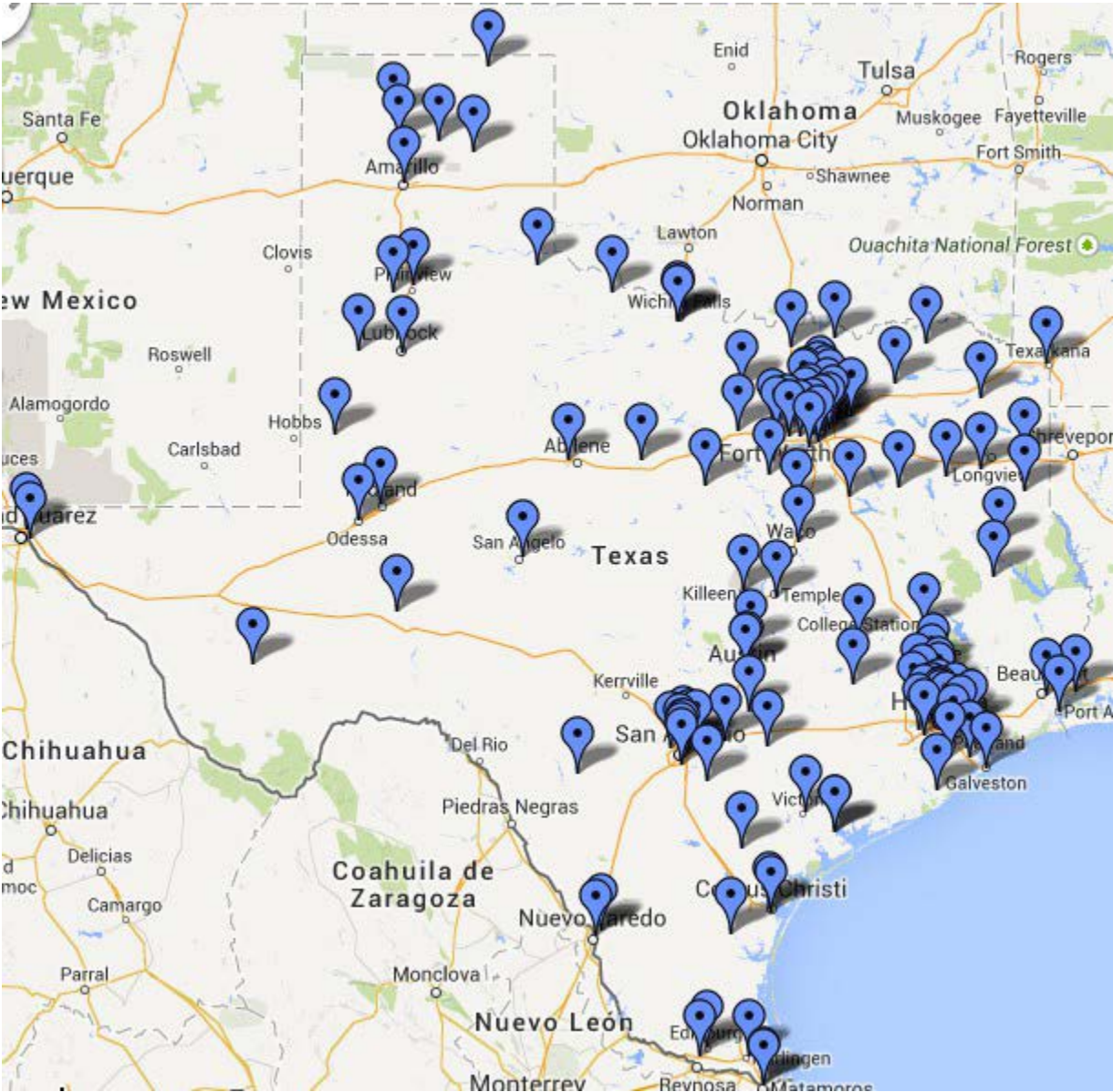
Title of Proposed Project:	
Provider Organization (Name):	
Begin Date:	
Ending Date:	

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

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

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

GEOGRAPHIC DISTRIBUTION OF CURRENT TXCHSE TESTING CENTERS



XML FILE SCHEMA

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

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

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

XML FILE SCHEMA

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

GLOSSARY

Term	Acronym	Definition
Texas College and Career Readiness Standards	CCRS	Standards developed by the Texas Education Agency and the Texas Higher Education Coordinating Board in the areas of English/language arts, mathematics, science, social studies, and cross-disciplinary studies designed to represent a full range of knowledge and skills that students need to succeed in entry-level college courses, as well as in a wide range of majors and careers.
Institutions of Higher Education	IHE	A public or other nonprofit institution accredited by a nationally recognized accrediting agency or association and legally authorized to provide a program of education beyond secondary education.
Request for Proposals	RFP	A solicitation made for potential eligible providers to submit proposals to provide the requested goods or services.
Memorandum of Understanding	MOU	A binding document that records the details of an agreement between agencies, companies and/or organizations.
State Board of Education	SBOE	Made up of members elected from single-member districts, the board sets policies and standards for Texas public schools. The primary responsibilities are setting curriculum standards, reviewing and adopting instructional materials, establishing graduation requirements, and overseeing the Texas Permanent School Fund. Texas Education Code, §7.111, <u>High School Equivalency Examinations</u> establishes SBOE authority for the Texas Certificate of High School Equivalency.
Texas Education Agency	TEA	The Texas Education Agency is the administrative unit for primary and secondary public education. The mission of the Texas Education Agency is to provide leadership, guidance and resources to help schools meet the educational needs of all students and prepare them for success in the global economy.
Texas Administrative Code	TAC	A compilation of all state agency rules in Texas. Title 19 Part II consists of rules pertaining to the Texas Education Agency and were adopted by the Commissioner of Education or the State Board of Education. Texas Certificate of High School Equivalency TAC, §89.41 – §89.47 http://ritter.tea.state.tx.us/rules/tac/chapter089/ch089c.html
Texas Education Code	TEC	A set of the state statutes (laws) governing public education in Texas. It applies to all educational institutions supported in whole or in part by state tax funds, unless specifically excluded by the code. The TEC directs the goals and framework of public education in Texas. It is established by the Texas Legislature. Statutory citation: TEC §7.111, <u>High School Equivalency Examinations</u> http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.7.htm#7.111
Texas Essential Knowledge and Skills	TEKS	The state standards for what students should know and be able to do.

Term	Acronym	Definition
Texas Certificate of High School Equivalency	TxCHSE	A credential earned by an individual who lacks an accredited high school diploma or equivalency certificate by passing a set of exams to demonstrate the required knowledge.
Extensible Markup Language	XML	A standard format or set of rules for encoding documents in a format that is both human-readable and machine-readable.
Addendum Site		Often a correctional facility, or similar entity, that contracts with a third-party testing center to have test center staff administer exams to the facility's test takers.
Testing Center		An approved facility that administers examinations.
Test Taker		An individual that lacks an accredited high school diploma or equivalency certificate and takes the examinations to earn a certificate of high school equivalency.
Provider		The entity selected to provide a high school equivalency assessment that shall be the basis for TEA to issue the Texas Certificate of high School Equivalency.
Examination Battery		Group of required exams.
Test		The individual exam in the examination battery.
Examination Administrators/Proctors		Qualified Individuals who are employees of a testing center tasked with all aspects of exam administration including registering and admitting test takers, administer exams and ensuring order during test delivery.