

Texas Higher Education Coordinating Board

REQUEST FOR PROPOSALS

TEXAS SUCCESS INITIATIVE ASSESSMENT, 2.0



Texas Higher Education Coordinating Board
1200 East Anderson Lane
Austin, TX 78752

RFP No. 781-9-21432

Proposal Due Date:

May 15, 2019

Time (Central Time):

3:00 p.m. CT

PART A: OVERVIEW, CONTENT, AND INSTRUCTIONS

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DEFINITIONS

When capitalized, the following terms and acronyms have the meaning set forth below. All other terms have the meaning set forth in Webster's II New College Dictionary.

Word/Phrase/ Acronym	Definition
Ability-to-Benefit (ATB)	Post-secondary college applicants who have not earned a high school diploma or its equivalent must prove "ability to benefit" by achieving passing scores on an approved U.S. Department of Education (DoED) ATB test to qualify for federal aid.
AEL Standards, 2.0	The Texas Adult Education and Literacy Content Standards, 2.0 outline the knowledge, skills, and abilities required for success in in-demand entry- and intermediate-level jobs in occupations within four industry clusters: advanced manufacturing; construction and extraction; healthcare sciences; and transportation, distribution, and logistics, and are aligned to the following assessments and standards: Texas College & Career Readiness Standards (TCCRS), End-of-Course Exams for the State of Texas Assessments of Academic Readiness (STAAR), Texas Essential Knowledge and Skills (TEKS), Texas Certificate of High School Equivalency (TxCHSE), and Texas Success Initiative Assessment (TSIA). More information can be found at http://www.thecb.state.tx.us/reports
CAT	Internet-based Computer Adaptive Test
CBM Manual	THECB document that outlines the procedures for mandatory reporting by Texas public institutions of higher education. (see http://www.txhighereddata.org)
CCRS	Texas College and Career Readiness Standards - The standards adopted by the Coordinating Board in January 2008 which articulate the knowledge and skills that students must know and be able to do to succeed in entry-level college/university courses and in the skilled workforce. The English Language Arts and mathematics standards were revised in July 2018 and can be found at http://www.thecb.state.tx.us .

Word/Phrase/ Acronym	Definition
Classification	The assessment system described in this RFP classifies students as college-ready or not, provides a diagnostic profile that classifies the student into one of six levels as aligned to the skills identified in the NRS EFLD, and provides additional diagnostic information. The classification and diagnostic profile information provided by this assessment system will be used for placement of undergraduate students by institutions in appropriate entry-level college courses or developmental course(s)/interventions, including corequisite models. This system may also be used for determining eligibility for high school students enrolling in college-level courses via dual credit.
College Readiness Performance Standard	The measure of readiness a student must achieve in order to enroll in entry-level college courses in Texas public institutions of higher education without the need for remedial or developmental education coursework.
Contract	Any contract(s) resulting from this solicitation. Note: There is no guarantee that any contract will result from this solicitation.
Contractor or Awarded Contractor	The Respondent(s) awarded a Contract as a result of the RFP.
Critical TEKS & CCRS Performance	Knowledge and skills assessed in English III and Algebra II for Texas public high schools to serve as indicators to Texas public institutions of higher education (IHEs) that a student is “college ready” and does not need to be enrolled in remedial or developmental education courses/interventions. More information can be found at https://tea.texas.gov
ELA	The TSIA2 component for English Language Arts, which includes a multiple-choice section for reading and writing (tested as integrated or separately in one test) and a separate essay (350 – 500 words, multi-paragraph, persuasive).
ESBD	The Electronic State Business Daily, which is available online at http://www.txsmartbuy.com
ESEA Peer Review	Department of Education process to review assessments for approval for use by state agency for accountability purposes, as outlined in Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act (ESEA) §1111(a)(4).
FERPA	The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education
Gov’t Code	The Texas Government Code

Word/Phrase/ Acronym	Definition
NRS EFLD	National Reporting System Educational Functioning Level Descriptors provide guidance regarding the most critical concepts and skills for the six levels and can be found at https://nrsweb.org
OCTAE AEL Review	Submission for Office of Career, Technical, and Adult Education Adult Education and Literacy reporting through the National Reporting System according to <u>Part 462 of the Workforce Innovation and Opportunity Act Regulations</u>
Party / Parties	Either the THECB and Respondent separately or collectively
PIA	Texas Public Information Act, Chapter 552, Gov't Code is a series of legislative acts are intended to guarantee public access to governmental information in the interest of providing transparency in government.
Proposal	The response submitted by a Respondent to the THECB as a result of this solicitation
Respondent	Any person or contractor who submits a Proposal in response to this solicitation.
RFP	Request for Proposal, which is the type of solicitation embodied in this document. The RFP consists of Part A, Overview, Content, and Instructions and Part B, the Anticipated Contract/Purchase Order and any exhibits or attachments thereto.
STAAR End-of-Course (EOC) Assessments	State of Texas Assessments of Academic Readiness - Set of five assessments to be administered to all Texas public high school students at the end of each related high school course as a requirement for graduation beginning with students entering the ninth grade during the 2011-2012 academic year. English III (reading and writing) and Algebra II end-of-course (EOC) assessments must include a college readiness performance standard set by the Commissioner of Education and Commissioner of Higher Education in early 2012, which must exempt students from the Texas Success Initiative requirements with respect to those content areas.
TAC	The Texas Administrative Code, which is the publication for administrative rules.
TEC	Texas Education Code, which is the publication for the state's educational rules.
TEKS	Texas Essential Knowledge and Skills, which are the state standards for what K-12 students should know and be able to do. (<i>see Appendices A and B</i>)

Word/Phrase/ Acronym	Definition
Test administrator	Institution of higher education (IHE), as defined in Texas Education Code Section 61.003, which includes Texas public two-year and four-year institutions. Can also be a Texas public school district (SD) (see https://tea.texas.gov) and other approved testing sites, such as a Texas Education Service Center (ESC).
Texas Success Initiative (TSI)	A legislatively mandated program effective September 1, 2003, as outlined in Texas Education Code, Chapter 51, Subchapter F-1. The TSI, which replaced the Texas Academic Skills Program (TASP), gives more flexibility to public higher education institutions in their efforts to ensure that students have the academic skills they need to succeed in higher education. The TSI requires testing of students' academic skills upon entry into public higher education and provide underprepared students appropriate advising and options - such as developmental education courses/interventions, including corequisite models (e.g., supplemental instruction, computer-mediated learning, tutoring) - for improving those skills. Each college or university is responsible for determining when underprepared students have the appropriate skills to succeed in college. TAC, Rule 4.85 outlines eligibility for high school students to take college-level courses via dual credit.
THECB/Agency	The Texas Higher Education Coordinating Board, the state agency issuing this solicitation.
TSIA2	Texas Success Initiative Assessment, 2.0 – the name of the assessment and all its related components as a result of this solicitation.

A.1 DESCRIPTION AND OVERVIEW

A.1.1 Background Information

Before fall 2013, Texas allowed four (4) assessments to be administered to meet the requirements under the TSI statute (Accuplacer, ASSET, Compass, and THEA). In spring 2012, Texas sought to create an assessment that included at a minimum, college readiness classification and diagnostic components that were aligned to the Texas CCRS, the critical TEKS and CCRS Performance Expectations that support the English III (Reading and Writing) and Algebra II STAAR End-of-Course Assessments, and diagnostic levels (6) as aligned to the skills identified in the NRS EFLD.

An RFP was issued based upon the results of a study commissioned by the THECB in 2008 to determine how closely each of the approved assessments aligns to the Texas CCRS adopted in 2008. The results indicated that, while each approved assessment addressed some Performance Expectations of the CCRS, no single assessment sufficiently measured the CCRS performance expectations in terms of rigor and cognitive demand. The results of

the study are available in the report [Texas Test Alignment Project Final Report](#) by Dr. David T. Conley and Dr. Mary Seburn, Educational Policy Improvement Center, April 2010. THECB issued an RFP in 2012 and launched the TSI Assessment (TSIA) in fall 2013. THECB issues the current RFP for the TSIA, 2.0, (TSIA2) with the following enhancements:

- Integration of the reading and writing component resulting in one ELA college readiness standard, with consideration for the essay results;
- Improved transportability of test results for both students and test administrators;
- Improved data reporting for both secondary and postsecondary applications;
- Improved student and instructor resources aligned to the diagnostic results for review and instructional purposes.

A.1.2 Intent

Texas Higher Education Coordinating Board is soliciting proposals from qualified Respondents to enter into a contract, in accordance with the requirements contained in this Request for Proposal (RFP). The term is anticipated to begin upon execution of the Contract and be effective for forty-eight (48) months thereafter. Award will be made to the responsive Respondent(s) that the THECB determines will provide the Best Value to the State. Depending upon the Proposals received, the THECB may approve single or multiple vendors that address Texas Success Initiative (TSI) compliance. **A successful Respondent will not receive funds directly from the THECB under the Contract.** A Respondent that is awarded a contract must be authorized to provide the TSIA2 system to Texas public institutions of higher education (IHEs), Texas public school districts (SDs), and other approved testing sites for purchase.

At the sole discretion of THECB, the resulting Contract may be renewed for up to three (3) one-year renewals beyond the original forty-eight (48) month contract.

The THECB encourages Historically Underutilized Businesses (HUBs) to compete for this award.

A.1.3 Term of Contract

The Contract shall commence upon the execution of a Contract by the THECB with the Awarded Contractor and extending through **August 31, 2024** with option for renewal at THECB's sole discretion. The contract term may not be extended except by amendment signed by the parties.

Renewal Periods:

1st Renewal:	September 1, 2024 – August 31, 2025
2nd Renewal:	September 1, 2025 – August 31, 2026
3rd Renewal:	September 1, 2026 – August 31, 2027

Once a Contract is executed with the Contractor(s), this period will be referred to as the "Contract Term."

A.1.4 Description of Service Requirements

The purpose of this Request for Proposals (RFP) is to solicit Proposals for the development of an online, internet-based computer adaptive test (CAT) assessment called TSI

Assessment, 2.0 (TSIA2) that must include, at a minimum, college-readiness classification, diagnostic profile, and one of six levels, as aligned to the skills identified in the NRS EFLD, and related supporting products and services. The TSIA2 must be administered to entering undergraduate college and high school students to determine whether and at what level students are prepared to enroll and succeed in entry-level college courses. The assessments must include questions for classification and diagnostic purposes in mathematics and English Language Arts (including essay), which must be aligned with Texas College and Career Readiness Standards (CCRS); the critical Texas Essential Knowledge and Skills (TEKS) and CCRS Performance Expectations that support the English III (Reading and Writing) and Algebra II State of Texas Assessments of Academic Readiness (STAAR) End-of-Course Assessments; the AEL Standards, 2.0; and the skills identified under the National Reporting System's (NRS) six-level Educational Functioning Level Descriptors (EFLD).

It is intended that the college-readiness classification and diagnostic assessments in English Language Arts (including both reading and writing), essay, and mathematics be delivered in one (1) or two (2) sessions (up to four (4) hours total, not including essay). College-readiness questions are to be administered first. If the student correctly answers sufficient questions to demonstrate college readiness in a subject area, the assessment is complete for that student in that subject area, and a report is generated confirming college readiness. If the student does not correctly answer sufficient questions in the subject area to indicate college readiness, additional diagnostic questions are administered in the subject area. The diagnostic questions should be used to

1. Classify students using the total score into one (1) of six (6) levels, as aligned to the skills identified in the NRS EFLD, and
2. Provide a diagnostic profile of the student's relative strengths and weaknesses of the using the content categories of the test.

While multiple scales may be used to address the various testing levels and subject areas, it is expected that from the test-taker's perspective, this assessment must be seamless in its delivery from college-readiness classification items to diagnostic items (if applicable). "Seamless" means that the test-taker who does not meet the college readiness benchmark after the classification component sees very minimal or no interruption between the classification and diagnostic components of the assessment. The final assessment report for the test-taker and his/her advisor must contain the following information:

- 1) Classification as college ready in the relevant subject area(s), or if not college ready,
- 2) Classification into one of six diagnostic levels, as aligned to the skills identified in the NRS EFLD, and
- 3) A diagnostic profile of the student's relative strengths and weaknesses in the relevant subject area. See the flowchart in Attachment G for a graphic summary of the test administration process described above.

A.1.5 Statement of Work and Authority

This RFP is for the purpose of soliciting Proposals from Respondents that can develop the TSIA2 to include both classification (college-ready; not college-ready levels 1-6, as aligned to the skills identified in the NRS EFLD) and diagnostic components (including levels 1-6). This RFP describes the necessary characteristics of the classification and diagnostic assessments and accompanying products and services that the THECB requires. The RFP

also requires Respondents to designate fixed prices for the specified components of each type of assessment.

Authority for development of the TSIA2 is provided by TEC, Chapter 51, Subchapter F-1, Sections 51.333 and 51.334. Under the TSI, IHEs are required to assess the academic skills of each entering, non-exempt undergraduate student to determine the student's readiness to enroll in freshman-level academic coursework in English Language Arts and mathematics. In addition, the Commissioner of Higher Education will recommend to the IHEs uniform performance standards for college readiness and the six diagnostic levels, as aligned to the skills identified in the NRS EFLD. High school students seeking enrollment in entry-level college courses via dual credit are also subject to TSI and may use the TSIA2 to demonstrate college-readiness.

A.1.6 Characteristics of the Assessments

Respondents must describe the development of classification and diagnostic assessments in two (2) content areas: English Language Arts (ELA), including essay, and mathematics. Students not exempted under the TSI must be assessed for college readiness prior to enrollment in entry-level college coursework.

Respondents must also describe the development/selection of test items for these assessments that are aligned to the most current versions of appropriate English Language Arts and Mathematics Standards of the Texas CCRS; the TEKS that support the English III and Algebra II STAAR End-of-Course Assessments, used as an option in Texas public high schools to determine college readiness; AEL Standards, 2.0; to the skills identified in the NRS EFLD. The THECB will consider only those Respondents whose assessment systems include both the classification and diagnostic components for college readiness in one internet-based CAT instrument. See Attachment G for more information.

The English Language Arts (ELA) component must be one assessment that evaluates both reading and writing, delivered as one integrated test or two tests, resulting in one combined or composite score plus a separate or integrated essay score. The ELA must measure student comprehension of written material and student proficiency in the mechanics of written English. A multi-paragraph, persuasive writing sample of 350 – 500 words must be required as part of the ELA essay assessment. Respondent must describe in its proposal how the ELA component will produce an overall ELA score that collectively represents a measure of content required for enrollment in the entry-level English course (ENGL 1301 Composition I and other entry-level college courses classified as reading and/or writing-intensive, such as HIST 1301, GOVT 2305/6, PSYC 2301, and SOCI 1301—See [Appendix Q, CBM Manual](#)). Respondent must also describe how the essay score will be considered in the overall ELA score. The mathematics component must measure content required for enrollment in both algebra-based entry-level math courses (MATH1314: College Algebra; MATH 1324: Mathematics for Business and Social Science) and non-algebra-based entry-level math courses (MATH 1332: Contemporary Mathematics (Quantitative Reasoning); MATH 1342: Elementary Statistical Methods).

Components for determining college ready classifications must contain approximately 19 to 37 test items for mathematics and 22-44 test items for ELA. Reading passages must include 3-5 fiction and non-fiction, with one longer passage of at least 350 – 500 words in length.

A.1.7 Classification and Diagnostic Assessments

Respondents must develop classification assessments aligned to the critical TEKS/CCRS and AEL Standards, 2.0 performance expectations to measure required student entry-level proficiencies for enrollment in courses listed in A.1.6. Alignment should be documented based on both content and cognitive demand, including level of difficulty. These assessments must classify students as college ready or not college ready in each subject area (ELA or mathematics). Classifications should also be made for the proposed overall ELA score. For students not classified as college ready, Respondents must develop a diagnostic profile that classifies students into one (1) of six (6) levels, as aligned to the skills identified in the NRS EFLD, and includes a description of the student's areas of strengths and weaknesses, to be used by students and instructors for review and/or remediation purposes.

The assessment must also include a sufficient number of items at varying levels of difficulty to create a diagnostic profile of the student's relative strengths and weaknesses in each given area. For ELA, the profile must include strengths and weaknesses in both separate and integrated reading and writing content areas, including the essay. Respondents must have the capacity to provide diagnostic assessment items in sufficient numbers to allow for monitoring student's progress during interventions and for measuring student's achievements after the students have completed interventions.

The Respondent must develop online or computer-based instruction materials for those students who are administered the diagnostic assessment (i.e., students classified as not college ready) and for instructional purposes. The weaknesses identified in the student's diagnostic profile must be linked to those instructional materials that can provide review and remediation of the identified deficiencies. The Respondent's Proposal must include a description of these materials, including how they are linked to the assessment process and how students access these materials without additional charge or fees to students classified as not college ready.

A.1.8 Methods of Administration

The method of administration must be an internet-based, computer adaptive assessment (internet-based CAT). The internet-based CAT assessment must include an adaptive component at either the item level or testlet level, with the assumption that the Respondent can provide sufficient documentation to evaluate the rigor of any adaptive aspect of the assessment. Respondents must provide sufficient technical documentation for the internet-based CAT assessment that includes a detailed description of the adaptive component and how it aligns with the content requirements detailed in this RFP. Respondents must be able to support testing centers as needed by providing a dedicated helpline for responding promptly to user questions and by providing onboarding and other training for approved test administrators. Respondents must address the type and amount of support to be provided to test administrators in their Proposals. The assessment (including both the initial college ready classification and the diagnostic profile) must require approximately four (4) hours total to administer both content areas and must be designed to be administered in one (1) continuous session or two (2) separate sessions (e.g., ELA in 2 to 3 hours mathematics in 1 to 2 hours). Administration of the essay component is not included in these time parameters and should be untimed.

The Respondent must provide a “save-and-continue-later” feature for test takers during the multiple-choice components of the assessment, with final required completion in a timeframe subject to THECB approval. This feature allows the student to stop testing at any point prior to the last test question, log out, and return within the approved time period to log in and continue where the student previously left off. This feature must not be available for the essay component and can be modified as appropriate (e.g., reading passages and their related test questions, testlets, etc.). For each subject area, the testing time required for the diagnostic component must not exceed the testing time required for the classification component.

The mathematics assessment must include access to, at minimum, a basic 4-function and graphing calculator (e.g., TI-84) available for students to select on predetermined test items for which the calculator is appropriate. The Respondent must describe how this requirement will be addressed, including the process to determine which test items are calculator-appropriate. The Respondent must provide an online tutorial designed for students prior to testing to familiarize them with the calculator options during actual testing.

Respondents must provide a mechanism whereby prospective students can be administered all components of the assessment in a secure, remote proctor scenario, whereby the internet-based CAT assessment system may be made available to off-site secure test administration centers at an extra cost to the requesting testing center. The Respondent’s Proposal must include a description of how this mechanism is available to students, including related security considerations and student instructions for requesting a remote proctor scenario.

Assessment questions determining classification must be presented first until sufficient questions have been administered to determine whether or not college readiness has been demonstrated by the student. If the student has achieved the predetermined score indicating college readiness, then the assessment is completed and a score report is generated. If college readiness has not been established, additional questions must be administered until the student’s strengths and weaknesses have been determined for the CCRS performance areas being measured. When sufficient questions have been administered to reliably estimate approximately eight (8) to ten (10) CCRS performance area scores, a score report displaying the student’s classification score and diagnostic profile must be generated for both the faculty/advisor and the student. The complete score report must be printer-friendly and be printable by appropriate testing personnel/proctors immediately after the student has completed testing.

Respondent must also provide a mechanism whereby students have the ability to send score reports, including the diagnostic profile, as applicable, to a minimum of three (3) test administrators or testing sites within the state of Texas at the time of the test administration and at a later period of time after the assessment has been completed. Respondents may assess a small fee for test taker sending more than three (3) score reports (see Attachment F, #9). Options for sending multiple score reports administered at a single or at multiple sites must be included.

If a student is unable to correctly answer a sufficient number of CCRS performance area questions to classify the student as college-ready, the student must be administered additional test items until sufficient information has been obtained to classify the student into one (1) of the six (6) levels, as aligned to the skills identified in the NRS EFLD. Then additional test items must be administered to the student until sufficient information has

been obtained to create a diagnostic profile of relative strengths and weaknesses within the student's classification level.

The THECB requires that the classification and diagnostic assessments be accessible to students who need testing accommodations. At a minimum, large print, Braille, and audio versions must be provided. Respondent may provide additional accommodations not listed (see Attachment F, #10). The Proposal must include statements confirming that the Respondent will make these testing accommodations available for purchase as needed by test administrators. The Proposal must also include statements indicating any additional technological capacity required by test administrators for such accommodations to the internet-based CAT assessment. See Attachment F for additional information about specifying the costs of these services.

Respondents may provide recommendations for test administrators in addressing requests for testing accommodations under applicable federal disability laws including, but not limited to, the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act. However, it will be the responsibility of each test administrator administering (or receiving approval for off-site administration of) the internet-based CAT assessment system, to comply with all such laws and requests for testing accommodations, pursuant to each test administrator's guidelines and procedures.

Assessment administration manuals must be provided to the test administrators online and one (1) hardcopy version, upon request, to each test administrator. In addition, the technical manual must be posted online, along with biennial updates.

Respondents must offer a non-secure, free practice assessments in ELA and mathematics. This practice assessments must be delivered on demand via the Internet. The administration of the assessment must closely mirror the actual assessment. For example, any tools such as online calculators available to students in the live administration should also be available during the practice assessments, and instructions should be consistent across both. Respondent must include in the mathematics practice assessments an online tutorial designed for students prior to testing to familiarize them with the calculator options during actual testing. The practice assessments must also be accessible to students who require testing accommodations with those accommodations available.

A.1.9 Source of the Assessments

Respondents may minimize costs by using portions of existing assessments/item pools or by proposing assessments that have been modified to meet the requirements of this RFP. For example, a Respondent may currently market an assessment that has fewer items than required by this RFP. In that case, the Respondent may propose supplementing the existing assessment with additional items to provide one that meets the requirements of this RFP.

If a Respondent uses an existing or modified assessment and/or item pools, the Respondent must change the name/brand to the Texas Success Initiative Assessment, 2.0 (TSIA2) on all materials, both hardcopy and internet-based, related to this RFP, including but not limited to, the assessment instrument, its URL address, test administrators' portal, student brochures, and practice assessments, and as approved by THECB.

Respondents are not expressly forbidden from proposing construction of a new assessment to meet the requirements of this RFP. However, Respondents should carefully consider the

competitive aspects of such an approach, as it may increase overall costs and present problems in meeting THECB's timeline for implementation.

The Respondent must retain ownership of the products developed under any contract awarded as a result of this RFP. The item pool developed for the TSIA2 system, with at least fifty percent (50%) replacement items, may be marketed outside of Texas if the assessment items are not identified as being derived from or related to the Texas assessments.

A.1.10 Students to be Assessed and Cost Ceiling

It is estimated that 2 million total individual assessments will be administered by test administrators during a four-year Contract Term, including high school complete students entering higher education and those still in high school. Based on this estimate, the potential revenue to the successful Respondent(s) may be \$22,000,000 with a cost ceiling of \$4.00 per mathematics assessment and \$7.00 per English Language Arts (ELA) assessment, (including the objective and essay components). THECB, however, does not warrant or guarantee any such potential revenue to Contractor(s).

These cost ceilings apply to the entire set of internet-based CAT assessments for a subject area (i.e., college readiness classification and, where appropriate, diagnostic level classification and diagnostic profile with diagnostic information). Subsequent retesting of students under standard administration conditions, including diagnostics, should not exceed the maximums listed above.

A.1.11 Assessment Administration Responsibilities

Each approved test administrator must administer the classification and diagnostic assessments under secure conditions. Test administrators and test proctors must be trained by the Respondent to administer all assessments purchased from the Respondent. The Respondent must provide details regarding the protocols and requirements for certification of the test site, including physical security requirements, along with onboarding and other training and annual certification of all test administrators and proctors, with consideration for incoming and outgoing testing personnel. For the administration process, the Respondent must provide policies and procedures for identifying and investigating anomalies observed by the administrator/proctor and other personnel such as teachers or faculty members. The Respondent must also detail how administration records are analyzed to identify any potential pattern of anomalies that may indicate site-based issue(s) either with the administration or the storage/access of student data.

A.1.12 Computer Adaptive Assessments (Internet-Based CATs)

Respondents to this RFP must have the software (test administration engine) proposed for the internet-based CAT classification and diagnostic components of the assessment system available for demonstration by the June 2019 date when the interview protocols for Finalists are scheduled to begin (see Section A.1.20). A field test version incorporating the requisite item pools, security measures, score reports, and accommodations must be available for spring 2020 implementation, and the final version for testing students on or after an institution's first class day of fall 2020 must be available June 1, 2020. The technical manual must be available not later than one (1) month following the completion of the first year of operational testing (approximately July 1, 2021), with biennial updates thereafter.

Respondents are required to offer test administrators the internet-based CAT assessment system at a standard price for each assessment administered in a subject area. (See Attachment F), including an online billing/invoice system.

Respondents must include in the Proposal a description of the type of software, hardware, and any other technical capacity that a test administrator will need to implement the proposed internet-based CAT assessment system, and the restrictions, if any, which will be required of the user (e.g., a security agreement). Respondents must also include a description of the test administration support that will be provided to test administrators, including manual, help desks, and guides in the event of any test administration irregularities.

A Respondent must describe in its Proposal any setup procedures that will need to be followed by each test administrator to initially setup the test administration platform and any system testing procedures that can be followed to ensure that the system at each testing center meets all requirements. If individuals at each testing center will need to complete any maintenance or security updates to maintain the system during the period of this contract, these procedures should be described, along with the support provided by the Contractor.

The internet-based CAT assessments must be compatible with the most current versions of Microsoft Windows platforms, including 10, 8.1, and 8. Respondents should assume that test administrators will be using the internet-based CAT assessments in a multi-station testing room in which the computers are linked by a computer network. If the internet-based CAT assessments can be made available in other operating environments, the Respondent's Proposal must make this explicitly clear.

Respondents must NOT charge test administrators a set-up fee or a license fee for using the internet-based CAT assessments. The costs for use of the internet-based CAT assessments must be determined on a per-administration basis with no separate charges for initial installation or continued use. See Attachment F for more information.

If selected as a Finalist, the Respondent must facilitate an internet-based demonstration of its proposed software (test administration engine) that incorporates the fifty-eight (58) college readiness and diagnostic sample items submitted as part of the Respondent's proposal (see section A.5.2). The demonstration must be part of the in-person interview protocol scheduled in June 2019.

A.1.13 Submissions for Federal Approvals: Ability-to-Benefit (ATB), Peer Review, and OCTAE AEL Reporting

Contractor(s) may be asked to submit the TSI Assessment, 2.0 (TSIA2) developed under this RFP to one or more federal agencies (e.g., U.S. Department of Education, U.S. Department of Labor) for the following approvals:

- Office of Career, Technical, and Adult Education (OCTAE) Ability-to-Benefit testing;
- ESEA Peer Review, as outlined to meet the requirements set forth in the Elementary and Secondary Education Act (ESEA); and/or
- OCTAE Adult Education and Literacy (AEL) reporting

within a date requested by THECB, with regular updates provided to THECB or its designee with regard to approval status. If so requested, the Contractor must work with the federal agency to obtain approval(s) in a timely manner. Costs associated with staffing and funding, as necessary and appropriate, to help facilitate the U.S. Department of Education Peer Review and approval and/or other referenced reviews and approvals, are negotiable between Contractor and THECB or its designee.

A.1.14 Specific Plans for the TSI Assessment, 2.0 (TSIA2) System

Respondents to this RFP must present their Test Development, Field Test, Item Pretesting/Review, Test Administration, Test Security, Standard Setting, and Score Reporting Plans for their proposed internet-based CAT assessments. These plans must include details regarding test and item pool development/adaption, field testing (spring 2020), item pretesting activities for replenishing the item pool, secure test administration, standard setting activities, and statewide implementation of operational testing in the summer of 2020. Methods for addressing the reporting requirements set out by this RFP at the student, test administrator, and state levels must also be included. To inform THECB policy decisions, state level data must include all individual examinee scores by subject area. State level data provided to the THECB must also be disaggregated by gender, ethnicity, testing accommodation, and testing site.

A.1.15 Deliverables: Services and Products Required

When describing their proposed internet-based CAT assessments, Respondents should bear in mind that they are providing a complete service, not just the assessments themselves. In this regard, Respondents will be expected to deliver the following integrated services and products:

- (a) seamless college readiness and diagnostic internet-based CAT assessments with reporting of classification and, where appropriate, diagnostic level and profile results at the conclusion of testing, but not later than one (1) hour after a student completes a test. Final, verified reports must be available within thirty (30) days; ("seamless" is defined as the transition between college readiness classification and diagnostic components from the experience of the test taker, whereby the test taker has little or no awareness of the transition);
- (b) standard disclosure and waiver language, to be approved by THECB, for all test takers, including a specific waiver for Texas public high school students to allow scores to be sent directly back to the student's school district, as identified through the county-district-campus number;
- (c) reusable test administration manuals, and any ancillary materials needed for institutional administration of the internet-based CAT assessments;
- (d) onboarding and regular training, including certification, of test administrators, software installation/maintenance staff, and staff responsible for test administration, as well as retrieving, distributing, and interpreting individual and aggregate score reports;
- (e) appropriate testing accommodations for students with disabilities (e.g., large print, Braille, audio, etc.);

- (f) an explanatory brochure, folder, or flyer, available online and printer-friendly, that describes the TSIA2 and the assessment process and is appropriate for distribution to students prior to assessment administration;
- (g) a student brochure, flyer, or folder, available online and printer-friendly, that is designed to be given to students with their scores, including diagnostic profile, if applicable, after testing has been completed. This handout must explain the meaning of the student's assessment results (college readiness classification and, as applicable, diagnostic level 1-6 and diagnostic profile);
- (h) sample questions that are aligned to the Texas CCRS; the critical TEKS/CCRS Performance Expectations that support the English III and Algebra II STAAR End-of-Course Assessments; AEL Standards, 2.0; and the skills identified in the NRS EFLD;
- (i) test administrator training for installation of any software needed for the internet-based CAT assessments, computer-based assessment, and/or internet-based system, including estimated total staff time needed for successful installation;
- (j) onboarding and regular test administrator and proctor training and annual certification to ensure optimal and secure test administration of TSIA2;
- (k) regular reports on all test administrations including any reports of anomalies at the administration sites or complaints made by test takers and Contractor's follow up actions and conclusions;
- (l) an annual report of the number of unduplicated examinees tested and the number of assessments administered statewide and by gender, ethnicity, testing accommodation, and testing site;
- (m) test administrator control of the order of administration of internet-based CAT subject area assessments;
- (n) prescriptive study materials aligned to the critical TEKS/CCRS Performance Expectations that support the English III and Algebra II STAAR End-of-Course Assessments; AEL Standards, 2.0; and the skills identified in the NRS EFLD;
- (o) student diagnostic profiles and institutional reports showing relative strengths and weaknesses for eight (8) to ten (10) CCRS reporting categories and for within-level skills, as identified in the NRS EFLD;
- (p) diagnostic score reports designed for both faculty and student audiences that provide diagnostic profiles of students' relative strengths and weaknesses
- (q) online or computer-based instruction materials for those students who are administered the diagnostic assessment (i.e., students classified as not college ready) and for instructional purposes. The weaknesses identified in the student's diagnostic profile must be linked to those instructional materials that can provide review and remediation of the identified deficiencies;
- (r) an online tutorial designed for students prior to testing to familiarize them with the calculator options during actual testing.
- (s) a score repository for access to system-wide score results and procedures for transferring student information from one test site to another and integration of TSIA2 results with at minimum two student information systems (e.g., Ellucian Banner, Oracle People Soft, etc.);
- (t) ability by test administrators for bulk registration of students taking the TSIA2;
- (u) a technical manual due thirty (30) days after completion of the first year of operational testing (approximately July 1, 2021), with biennial updates thereafter.

The technical manual should be consistent with all aspects of the American Educational Research Association (AERA), American Psychological Association (APA), and National Council on Measurement in Education (NCME) 2014 Standards for Educational and Psychological Testing. The technical manual must be delivered to the THECB in draft form for review and approval. The technical manual must, at a minimum, include a description of the following:

- Test development process
- Reading, writing, (or integrated reading and writing) and mathematics item pools that cover college readiness ability levels; AEL Standards, 2.0; and other levels, as aligned to the skills identified in the NRS EFLD
- Item sensitivity and statistical item bias review procedures and results
- Field testing design and results
- Scoring procedures for ELA and mathematics tests
- Procedures for the review of item pools, including possible overexposure or lack of use of items, rules for the flagging of items for poor performance, and monitoring of item performance over time
- Procedures for the review of overall test performance, both within specific testing sites and across the entire state to evaluate the stability of the scale and any possible irregularities tied to specific test administrators/testing sites
- Scoring procedures for the writing test including, for the essay component, the rubrics, rater training, process for obtaining scored anchor papers for training and scoring engine and human rater validation of scores for a sample of essays
- Procedures for correcting and/or revising student records when an error is noted
- Standard setting and Item Review processes and their results
- Test administration and security procedures
- Available options for administrator level access (e.g., types of administrator roles, associated levels/types of permissions)
- Training for test administrators and other assistance provided to institutions
- Specifications for the adaptive aspect of the assessment, either at the item or testlet level, including rules for item or testlet selection, controls for content coverage, and test termination rules.
 - In the event that a testlet based model is proposed, further information should be provided on the development of the testlets, how the difficulty level of the testlets will be determined, when and how testlets will be used within the pool of available testlets, and rules for the review and revision of the testlets.
- Design and operation of the test administration software, including user interface, available features (e.g., online calculators, word count, reference aids, clocks/timers, spell check), and sign-on procedures and options for standardization for all administrations of the TSIA2
- Scaling and equating procedures
- Accommodations
- Sample score reports with interpretive information
- Annual statewide results disaggregated by gender, ethnicity, accommodation, and test site

- Alignment, content, and predictive validity evidence
- Reliability estimates
- Descriptions and examples of the features of the software (test engine), flyers, websites, practice assessments, instructional materials for remediation, reports, and other optional materials available to institutions

NOTE: The Proposal submitted by the Respondent must acknowledge responsibility for the preparation of the technical manual, must propose an outline of the report's content, and must propose methods for accumulating the data needed.

- (v) assembling and coordinating meetings for an Assessment Task Force (ATF) of approximately five (5) external experts chosen by the THECB. The Respondent must arrange and pay all expenses (including member honoraria, travel, hotel, and meals) for at least four (4) quarterly meetings in Austin with the THECB staff and key Contractor staff during the first three (3) years of the contract and annual meetings thereafter. Meetings must be approximately two (2) days in length and must have an agenda organized to provide the THECB with timely advice related to all facets of the TSIA2, including but not limited to, validity, reliability, item/test development, CAT, scaling, equating, test administration, security, field testing, standard setting, scoring, reporting, accommodations, data analysis, and other psychometric, technical, and policy considerations. For each meeting, agendas will be set at least six (6) weeks prior to the ATF meetings, and all materials will be provided at least ten (10) days prior to the meeting.
- (w) assembling and coordinating meetings for content-expert faculty (12) and instructors (6) chosen by THECB for the purposes of Item Review and Standard Setting. The Respondent must arrange and pay all expenses (including member honoraria, travel, hotel, and meals) for at least two (2) separate meetings in Austin to be held in spring 2020 with the THECB staff and key Contractor staff. The Item Review meeting must be approximately three (3) days in length and the Standard Setting meeting must be approximately five (5) days in length, and both meetings must have an agenda organized to provide the THECB with timely advice related to all item review and standard setting facets of the TSIA2. For each meeting, agendas will be set at least four (4) weeks prior to the meeting, and all materials will be provided at least ten (10) days prior to each meeting.
- (x) a secure website to house materials such as, but not limited to, password-protected reports, explanatory flyers/brochures, student practice assessments, instructional modules, and test administration and technical manuals;
- (y) Test Development, Field Test, Item Pretesting, Test Administration, Test Security, Standard Setting and Score Reporting Plans that include details about item development/selection, the CAT algorithm, the number of items in various test pools, ongoing embedded pretesting of refresher/new items for operational testing, annual fifty percent (50%) replacement of frequently-used items, alignment studies, content and predictive validity studies, reliability estimates, and methods for addressing the reporting requirements at the student, institutional, and state levels;
- (z) progress report to include a summary of the Respondent's current implementation plans, including timelines, data summaries and analyses, potential problems, and recommended solutions, due October 1, 2019;

- (aa) feedback reports that summarize their students' performance by subject area to be used by test administrators to modify and/or enhance curricular and instructional initiatives. The Respondent must describe in detail the types of reports that it would make available to test administrators and the timeline for issuing such reports;
- (bb) weekly phone updates and monthly progress memoranda provided to THECB staff;
- (cc) a comprehensive test administration manual available to each test administrator, including documentation for procedures that test administrators should follow in the event of any testing irregularities as well as a Respondent-provided and operated toll-free helpline with a maximum average hold time of three (3) minutes;
- (dd) annual delivery of all test-taker data and related archives to THECB as owners of this information;
- (ee) data analysis services for the institutions (NOTE: Respondents must describe optional services offered);
- (ff) an ASCII-formatted cumulative data file of an IHE's students' scores; and
- (gg) tests containing approximately 19 to 37 test items for mathematics and 22-44 test items for ELA. Reading passages must include 3-5 fiction and non-fiction, with one longer passage of at least 350 – 500 words in length.

Optional services may include, but not be limited to:

- (O-a) alternative types and formats of test administrator score reports (e.g., score reports by CCRS diagnostic category);
- (O-b) additional accommodated versions of the TSIA2 and recommendations for accommodations and their use; and/or
- (O-c) other optional services as proposed by the Respondent.

Evaluation preference points will be given to those Respondents who are able to provide optional services.

A.1.16 Technical Quality of the Proposed Assessments

The technical quality of the proposed assessments must be described in writing as part of the Response process.

Respondents are required to provide adequate technical information about the proposed assessments so the anticipated technical properties of the internet-based CAT assessments can be adequately evaluated. Respondents must describe the proposed development/selection of items for the classification and diagnostic components of the TSIA2, the content coverage, the process for developing the assessment blueprints in consultation with THECB staff, how CAT assessments will be constructed, scored and equated, and the validity (alignment, content, and predictive) evidence and statistical reliability estimates to be obtained for the assessments. The THECB will not accept any test (i.e., ELA, mathematics) that has an average reliability estimate less than 0.85. In addition, Respondents must document that all assessment items have or will be appropriately screened for possible gender, ethnic, or religious bias. Respondents must ensure that all aspects of the TSIA2 system are consistent with the American Educational Research Association (AERA), American Psychological Association (APA), and National Council on

Measurement in Education (NCME) 2014 *Standards for Educational and Psychological Testing*.

The TSIA2 system must include the following:

- tests containing approximately 19 to 37 test items for mathematics and 22-44 test items for ELA. Reading passages must include 3-5 fiction and non-fiction, with one longer passage of at least 350 – 500 words in length. (Sections A.1.6 and A.1.15).
- tests that can be administered in a total of four (4) hours for all subject areas (Section A.1.8).
- tests composed of multiple-choice items plus one (1) writing sample (Section A.1.6).
- availability of large print, audio, and Braille versions of each subject area test (Section A.1.8).

The minimum test length for a subject area is based on the number of critical TEKS/CCRS Performance Expectations. The maximum test length is based on the maximum time allowed (four hours for all subject areas). A test of optimal length will adequately cover the required content, measure each student with a standard error of measurement at or below a specified small value, and allow for completion of the test within the specified time limits. Each internet-based CAT assessment administered in a subject area must be similar in terms of cognitive complexity, including difficulty level, and content coverage as reflected in the sample items for each subject area provided by the Respondent. Additionally, qualified Respondents must have established assessment programs (i.e., more than five (5) years' experience) and must be able to provide sufficient documentation of those assessment programs and their ability to deliver and meet THECB's TSIA2 system needs in a timely manner.

If the Respondent proposes to construct a new version of the assessment from existing assessments or item pools, the technical characteristics of the new assessments may be estimated initially from available data. Although Texas student participation is considered desirable, the THECB is aware that Respondents may need to accomplish necessary field testing or validity studies outside of Texas. If so, the Respondent must completely describe the nature and extent of such participation and must also present plans through which the costs of such field test studies must be borne by the Respondent, not Texas institutions or students. The Respondent must also demonstrate that it has or can obtain commitments from institutions and students to participate in any such field tests or validity studies conducted outside of Texas. The THECB shall take into account the Respondent's needs for such special studies when evaluating Proposals.

The THECB reserves the right to accept, modify, or reject Respondents' Proposals for field testing and validity studies. The THECB also reserves the right to make any modifications necessary, with adequate notice to Respondents to facilitate the evaluation and selection process.

A.1.17 Quality of Materials

Respondents must describe the quality of materials to be provided. For example, Respondents may provide samples of assessment materials such as screen shots from the test engine or hardcopy of proposed score reports. In general, the Respondent must

anticipate the production of materials of no less quality than those currently in use with the other assessment programs operated by the Respondent.

A.1.18 Delivery Procedures

Respondents must describe how the assessment materials will be delivered to test administrators that order them. This description must include the delivery of software required to support the administration of the internet-based CAT assessments, manuals, score reports, ancillary materials, and optional services.

The prices quoted for the assessments and related materials must include appropriate amounts for delivery. Shipping and handling costs must not be a separate cost item for the institutions ordering assessment materials.

A.1.19 Data and Access Requirements

The THECB (on behalf of the State of Texas) must maintain ownership of all test-taker data and related archives. The Respondent must:

- describe how, upon completion of each test, the Respondent will make available individual test-taker score reports to test takers and the timeline to do so. If for any reason this should take longer than three days, THECB must be notified in writing if the Respondent is proposing a paper-based test, detail a timeline that also includes a narrow timeframe for the transport of answer documents to a scoring center.
- assure that the Respondent will make available a secure location for THECB to retrieve test results daily. Each test file must have a unique identifiable file name. Data must minimally be made available in the following formats: XML schema, XLS, and CSV.
- describe how the files will be secured. The description must include information regarding where the data is stored, transmission, and encryption of data. Describe how the data is encrypted at-rest and in-transit. (an architectural diagram of the system must be included).
- assure that the connection speed and download time for retrieving data is at a level acceptable by THECB. The download standard is 50 MB/second.
- assure that the maximum number of rows available for download is at a level acceptable by THECB. It is preferable that at least a 365-day date range, or 1.5 million rows, of assessment data be available for download either scheduled or immediately (whichever value is smaller).
- assure that the Respondent will be able to allow THECB to monitor system security posture, which includes THECB audit rights. Monitor system security posture includes monitoring for patch management and other vulnerabilities, which if exploited, could lead to a leak or break of data. The system should be on a regular patch management cycle as agreed upon by all parties. THECB will monitor the system security posture using vulnerability scanners to identify issues and request remediation of any identified Open Web Application Security Project (OWASP) Top 10 list of vulnerabilities. Should the system contain student education records, remediation of vulnerabilities must be compliant with standards based on Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) requirements; the Federal law that protects the privacy of student education records.

- assure that the Respondent's system will be available to THECB 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 (7 p.m. to 6 a.m.) and with prior approval given by THECB. Any planned emergency maintenance may be done at any time with prior approval of THECB.
- assure that the Respondent will not disseminate, publish, or incorporate any data into a separate central database or warehouse without the expressed prior written consent of THECB. The Respondent(s) must not use any data for marketing, or any other purposes, without the expressed prior written consent of THECB.
- assure that the Respondent's database will employ a secure user login screen with strong passwords that permit only users pre-authorized by THECB to access the program and appropriate encryption technology to ensure secure transmission over a network. The encryption technology proposed must comply with THECB's policies.
- if the system includes web-based applications, describe how the Respondent will monitor and test for web application vulnerabilities.
- for all testing sites, ability to: collect, store, and make available through the delivery system the Texas Education Agency six-digit county-district number or the nine-digit county-district-campus number for both the testing site and the enrolled campus or district of the examinee.
- ensure that examinees provide their legal first name and last name.
- require that examinees who are currently enrolled in a Texas public school provide the student's Texas Education Agency (TEA)-issued TX-UNIQUE-STUDENT-ID. Ensure that the system provides a field to identify the type of student ID provided (e.g., TX-UNIQUE-STUDENT-ID, local ID, or other).

A.1.20 Demonstrations and Interviews

From the Respondents' Proposals, the THECB anticipates selecting one or more proposers as Finalists. Respondents who are Finalists must be prepared to be on-site in Austin (THECB building) *June 3-6, 2019*. At that time, selected Finalists must provide a live demonstration of their internet-based CAT software and other project-related details as communicated by THECB staff for evaluation and make available key staff for interviews.

It is anticipated that these demonstrations and interviews will be attended and scored by selected representatives from THECB and other expert stakeholders.

Specific times and locations will be announced by *May 23, 2019, 5 p.m. (CT)*

A.1.21 Contractor Responsibilities

The THECB shall look solely to the Contractor(s) for compliance with all the requirements of this RFP and the resulting Contract(s). Contractor(s) shall be the sole point of Contract responsibility and shall not be relieved of non-compliance of any subcontractor.

Failure to meet service requirements and /or specifications authorizes the THECB to procure services of this RFP elsewhere and charge any increased costs for the services, including the cost of re-soliciting, to the Contractor.

A.2 FINANCIAL MATTERS

A.2.1 Payment Terms and Award Summary

Respondent(s) awarded Contract(s) will not receive funds directly from THECB under the Contract.

THECB does not guarantee a specific level of compensation to the Respondent awarded a Contract under this RFP. No minimum compensation throughout the term of any Contract is guaranteed.

Based on the estimated number of test administrations, the potential revenue to the Respondent awarded a Contract may be \$22,000,000. THECB, however, does not warrant or guarantee any such potential revenue to Contractor(s).

Respondents agree not to begin work or provide any services until issuance of a Contract by THECB.

A.2.2 Adding New Services to the Contract after Award

Following the Contract award, additional Services of the same general category that could have been encompassed in the award of this Contract, and that are not already on the Contract, may be added. A formal written request may be sent to Awarded Contractor(s) to provide a proposal on the additional services and Contractor(s) shall submit proposals to the THECB as instructed.

All prices are subject to negotiation with a Best and Final Offer (BAFO). THECB may accept or reject any or all proposals and may issue a separate RFP for the services after rejecting some or all of the proposals. The services covered under this provision shall conform to the terms, conditions, specifications and requirements as outlined in the request. Any resulting contract may be amended only upon the issuance of a written amendment showing the revision(s) prior to the services being provided as agreed, approved and signed by both parties.

A.3 ANTICIPATED SCHEDULE OF ACTIVITIES

A.3.1 Due Date for Proposals

Respondents shall submit Proposals to the THECB in time for the THECB to verify and confirm that each Proposal is received and documented with a date and time no later than the Proposal Due Date indicated in the Calendar of Events section below. Proposals submitted late will be rejected and will not be considered for evaluation.

A.3.2 Calendar of Events

The solicitation process for this RFP will proceed according to the schedule below. The THECB reserves the right to revise this schedule or any portion of this RFP by published Addendum on ESBD and the THECB's website.

Event

Publication of RFP on the ESBD
Last day to submit written questions regarding the RFP
Proposal Due Date and Time
Post-proposal interviews or presentations, if required
Expected Award of Contract

Date

April 9, 2019
May 5, 2019
May 15, 2019 @ 3:00pm CT
June 3-6, 2019
Upon Execution

The THECB will accept only written questions and requests for clarification e-mail to the attention of the personnel below.

Inquiries and comments must reference RFP No 781-9-21432

Direct written questions to:

Theresa Lopez, CTPM, CTCM
Director of Procurement
Texas Higher Education Coordinating Board
Office of General Counsel
Theresa.lopez@thecb.state.tx.us

Questions submitted to the THECB will be answered within two business days after receipt
The THECB will post additional information, responses to written questions, RFP modifications, and addenda on the THECB website and the Electronic State Business Daily (ESBD). It is the responsibility of interested parties to periodically check the ESBD and THECB's website for updates to the procurement prior to submitting a response. The Respondent's failure to periodically check the ESBD and the THECB's website will in no way release the selected contractor from "addenda or additional information" resulting in additional costs to meet the requirements of the RFP.

A.3.3 Point of Contact Prior to Award

Respondents shall direct all inquiries and communications concerning this RFP to the Point of Contact listed below.

Theresa Lopez, CTPM, CTCM
Director of Procurement
Texas Higher Education Coordinating Board
Office of General Counsel
Theresa.lopez@thecb.state.tx.us

Please Note: Ms. Lopez is the only permitted point of contact. Contact or attempted contact with other THECB employees, including Commissioners and their staffs, may result in a respondent's immediate disqualification.

All **Post Award** communications must be directed to:

THECB Project Administrator
Suzanne Morales-Vale, PhD
Director, Developmental and Adult Education
Email: suzanne.morales-vale@thecb.state.tx.us

A.3.4 Pre-Proposal Conference

Not Applicable

A.3.5 Notice of Intent Guidelines

Not Applicable

A.4 PROPOSAL CONTENTS (REQUIRED)

A.4.1 Attachments Included with this RFP

This RFP also includes the following Attachments, which are posted on the ESBD:

- A Execution of Proposal (Required)
- B Respondent Information Form (Required)
- C Anticipated Standard Service Contract (For Reference Only)
- D Conflict of Interest Disclosure Statement
- E Instructions for Developing Aligned Sample Items
- F Instructions for Completing Compensation/Fee Structure Form
- G TSIA2 Administration Flowchart

A.4.2 Organization of the Proposal for Submission

Respondents shall submit:

1. Proposals shall be bound in a three-ring binder.
2. One (1) clearly marked **"Original"** of their proposal response with original signature and;
3. Three (7) identical copies of their proposal and;
4. One (1) electronic copy of the complete RFP response on a compact disk or memory stick (flash drive) in Microsoft Word.
5. Proposals shall be written only on 8 ½" x 11" white paper using double or 1.5 spacing, and 12-point or larger Times New Roman font.
6. Technical Proposal narratives should not exceed seventy-five **(75) pages** in length, plus ten **(10) pages of attachments or appendices, not including required forms.**
7. Proposals shall be free of any extrinsic items.

Each Proposal must be submitted with a table of contents that clearly identifies and denotes the location of each section and subsection of the proposal. The table of contents must also clearly identify and specify the location of all enclosures in the Proposal. The table of contents must follow the RFP's structure as closely as possible. The table of contents and required forms will not count against the page count of the Respondent's Proposal package.

Proposals shall include all required attachments and certifications. The THECB will not accept attachments and certifications submitted after the deadline. Failure to provide all required information shall make the proposal non-responsive and thus disqualified from consideration. The THECB may reject a proposal that fails to include required contents.

Proposals shall include the contents outlined below. Mark each section with an index tab.

<u>TAB #</u>	Contents
<u>TAB 1:</u>	<p>Respondent Identifying Information</p> <p>Respondents must provide the following identifying information about their organizations on a single page:</p> <ul style="list-style-type: none"> • Name and address of individual or organization submitting the Proposal; • Type of individual or organization (i.e. private sector, governmental, educational); • State of incorporation of organization and principal place of business with physical address including ZIP plus 4; • Name and physical location of major offices, plants, and other facilities that relate to Respondent's performance under this RFP; • Name, physical address including ZIP plus 4, business telephone number, e-mail address and fax number of Respondent's principal point of contact regarding the Proposal; • Respondent's DUNS Number, Federal Employer Identification Number and Texas Tax Identification/Registration Number; • Full name and address for each member, partner, and employee of the Respondent who will perform project services as Key Personnel; and • Statement regarding the financial stability of Respondent, including the ability of Respondent to perform the requisite services and optional services included in its response.
<u>TAB 2:</u>	<p>Aligned Sample Items</p> <p>Respondent's Proposal must contain the Respondent's five (5) sample items of varying difficulty for four (4) critical TEKS/CCRS Performance Expectations for each subject (English Language Arts and mathematics), for a total of forty (40) sample items. In addition, Respondents are expected to submit three (3) sample items of varying difficulty representing entry-level knowledge and skills for each of the six (6) levels identified in the NRS EFLD for a total of eighteen (18) sample items. In all, Respondents must submit with their proposals a total of fifty-eight (58) aligned sample items of high psychometric quality.</p> <p>Sample items should be submitted in hardcopy and in electronic format.</p>
<u>TAB 3:</u>	<p>Technical Proposal</p> <p>Respondent's Proposal must be entitled Technical Proposal. It must be composed of three parts: 1) a detailed description of the Respondent's qualifications and prior experience performing tasks similar to those required in this RFP; 2) the Respondent's management plan; and 3) the Respondent's technical plan.</p> <p>The third portion of the Technical Proposal must provide a description of the Respondent's technical plan to provide the products and services required by this RFP. This section must encompass the requirements of Sections A.1.4 - A.1.17 of this RFP. The description is to be complete, clear, and concise, and must include responses to the specific topics and deliverables included in Sections A.1.4 - A.1.17.</p>

TAB #	Contents
<u>TAB 4:</u>	<p data-bbox="332 176 1036 212">Respondent's Qualifications and Experience</p> <p data-bbox="332 218 1490 478">Respondents must document contracted services for previous assessment projects and any other projects Respondents believe will document their corporate capabilities. The documentation should include a description of the services and products delivered; the contract period; and the name, address, and telephone number of a contact person from contracting agency. Respondents must provide examples of materials that demonstrate the quality of the work they have done on similar projects.</p> <p data-bbox="332 499 1490 760">The Respondent may choose to employ subcontractors for the completion of one (1) or more tasks. If subcontractors are to be used for any portion of the proposed work activities, the Respondent must name the subcontractors and document each subcontractor's experience and qualifications for performing tasks identical to those that the subcontractor will be asked to complete as part of this RFP. A separate chart in the Proposal must identify all of the subcontractors proposed to be involved in the project and the services they are expected to provide.</p> <p data-bbox="332 781 1490 968">The Respondent must assume responsibility for all services offered in the Proposal, whether or not they are performed or produced by the Respondent or by subcontractors. The THECB will consider the Respondent to be the sole point of contact for contractual matters, including payment of any and all Contract invoices.</p>
<u>TAB 5:</u>	<p data-bbox="332 974 621 1010">Management Plan</p> <p data-bbox="332 1016 1490 1087">The Proposal must include a management plan to be in effect throughout the length of the Contract.</p> <p data-bbox="332 1108 1490 1333">The management plan must describe the Respondent's organization and document the capability of its key personnel to provide the services and products required by this RFP. Charts showing the Respondent's organizational structure and the proposed project staff must also be included. Key positions are to be indicated and incumbents named. Replacement of named incumbents in key positions must require advance notice and approval of THECB.</p> <p data-bbox="332 1354 1490 1579">If the Respondent plans to use the services of an outside printer(s) for some materials, the Respondent must list such outside printer(s) as subcontractors, and the management plan must identify the respective quantities of materials to be printed by the Respondent and the outside printer(s). Procedures for quality control and security during printing are to be described and included in the Respondent's Proposal.</p> <p data-bbox="332 1600 1490 1875">The management plan must also describe the Respondent's communication plan for meetings, conference calls and written updates to be provided periodically to THECB. At a minimum, THECB expects the Respondent to provide the Interim Progress Report, weekly phone conferences and monthly written updates listed as deliverables. These communications should keep THECB informed about project activities, seek THECB input for major decisions, and foster collaboration between the Respondent and THECB in solving any problems that arise.</p>

<u>TAB #</u>	Contents
	The management plan must meet all of the requirements of Section A.1.15 and clearly describe the Respondent's human resource and technological plans for performing the tasks required by this RFP.
<u>TAB 6:</u>	<p>Compensation/Fee Structure</p> <p>Respondents are responsible for the accuracy of the pricing information provided in the Compensation/Fee Structure Form. Pricing information is required to support the reasonableness of the Proposal and to demonstrate that the Respondent will be able to provide all the services requested in this RFP.</p> <p>The Compensation/Fee Structure Form must be in the exact format shown in Attachment F. The Form is designed to indicate costs for the base contract years.</p> <p>Price Proposals should not exceed \$4.00 per mathematics assessment, \$7.00 per English Language Arts assessment (including the objective and essay components). These cost ceilings apply to the entire set of internet-based CAT assessments for a subject area (i.e., college readiness classification and, where appropriate, diagnostic profile and level classification with diagnostic information). Subsequent retesting of students under standard administration conditions, including diagnostics, should not exceed the maximums listed above.</p> <p>Respondents are cautioned to verify that the data provided on the Compensation/Fee Structure Form are correctly calculated. After the Proposal is submitted, Respondents must not be permitted to correct typographical errors or transposed digits in their proposed costs. Therefore, Respondents must avoid such errors.</p> <p>Please note: The proposed compensation must include all anticipated expenses. The THECB will not reimburse any out-of-pocket expenses not contemplated at the time of contract execution.</p>
<u>TAB 7:</u>	<p>References</p> <p>Each Respondent shall provide at least three (3) references, including contact information. The THECB prefers references from clients for whom the respondent has performed similar work, including other state agencies. Do not use the THECB or any individuals employed by the Board as a reference.</p>
<u>TAB 8:</u>	<p>Attachments</p> <p><u>The Transmittal Letter:</u></p> <p>This letter is a REQUIRED document.</p> <p>The Transmittal Letter must be signed by a person legally authorized to bind the Respondent.</p> <p>The letter must specifically identify that the Proposal is in reference to THECB's TEXAS SUCCESS INITIATIVE ASSESSMENT 781-9-21432 RFP. The letter must state, "The Proposal enclosed is binding and valid at the discretion of THECB." Additionally, the Transmittal Letter shall indicate that the Proposal is good for 90 days.</p> <p>The letter must also include "full acceptance of the terms and conditions described in this Request for Proposal, including as detailed in the</p>

TAB #	Contents
	<p>Anticipated Contract." Any exceptions to this RFP and the Anticipated Contract must be specifically noted in the letter. However, any exceptions may disqualify the Proposal from further consideration. If Respondent takes any exceptions to any provision of this RFP or the Anticipated Contract, these exceptions must be specifically and clearly identified by Section and Respondent's proposed alternative must also be provided. Respondent cannot take a "blanket exception" to the entire RFP or the Anticipated Contract. If any Respondent takes a "blanket exception" to this entire RFP or the Anticipated Contract or does not provide proposed alternative language, the Proposal may be disqualified from further consideration. Any terms and conditions attached to a Proposal will not be considered unless specifically referred to in this RFP and Respondent's attachment of such terms and conditions to a Proposal may disqualify the Proposal.</p> <p>The Respondent shall provide a Transmittal Letter addressed to the Point of Contact that identifies the person or entity submitting the Proposal and includes a commitment by that person or entity to provide the services required by THECB through this RFP and the Anticipated Contract.</p> <p>Respondents are strongly encouraged to submit written questions during the inquiry period regarding any terms and conditions of this RFP or the Anticipated Contract.</p> <p>A. <u>Attachment A: The Execution of Proposal:</u> All information on Attachment A is REQUIRED to be completed.</p> <p>B. <u>Attachment B: Respondent Information Form:</u> All information on Attachment is REQUIRED to be completed.</p> <p>C. <u>Attachment C: Anticipated Standard Service Contract:</u> <i>For reference only.</i></p> <p>D. <u>Attachment D: The Conflict of Interest Disclosure Statement</u> Statement is REQUIRED and MUST be NOTARIZED</p> <p>Respondents shall be neutral and impartial, shall not advocate specific positions to the THECB. Respondents shall identify the extent, nature, and length of these relationships or engagements. Entities having a conflict of interest, as determined by the THECB, will not be eligible for contract award.</p> <p>If a respondent does not have any known or potential conflict of interest, the proposal should include such a statement. Failure to provide either a statement on potential conflicts of interest or a statement that no potential conflicts exist shall automatically disqualify the respondent.</p> <p>This statement shall be signed before a notary public by the highest-ranking officer of respondent's entity having responsibility for vetting corporate conflicts of interest, e.g. a</p>

TAB #	Contents
	<p>corporate Executive Vice President rather than the head of an operating or regional unit of the firm.</p> <p>The THECB will determine whether a conflict of interest or the perception of a conflict of interest exists from the perspective of a reasonable person uninvolved in the matters covered by the resulting contract. The THECB is the sole arbiter of whether a conflict or the appearance of a conflict of interests exists. The THECB encourages respondents to provide complete disclosure of matters that might be considered a conflict of interest. Completeness of disclosure may be a factor in evaluating proposals.</p> <p>Each respondent also must address how the respondent intends to ensure that no interest arising or potentially arising as a result of its activities or those of its parent, affiliate, or other related entity shall conflict with respondent's duty should it be selected to provide these services.</p> <p>The THECB may not enter into a contract with a person who has been employed by the THECB within the past 12 months. Persons who have been employed by the THECB or by another state agency in Texas more than 12 months but fewer than 24 months ago shall disclose in the proposal the nature of previous employment with the state agency and the date the employment ended.</p> <p>NOTE: The THECB, as a state agency, is prevented by the Texas Constitution from indemnifying Respondents. The Respondent is discouraged from including a term in its Proposal that requires the THECB to indemnify it. Such a term may result in the Proposal being deemed non-responsive.</p> <p>E. <u>Attachment E: Instructions for Submitting Sample items</u> <i>For reference only.</i></p> <p>F. <u>Attachment F: Instructions for Completing Compensation/Fee Structure Form</u> Attachment is REQUIRED.</p> <p>G. <u>Attachment G: TSIA2 Administration Flowchart</u> <i>For reference only.</i></p>

The Proposal shall include all information required in this RFP. The Respondent is solely responsible for thoroughly understanding the RFP and its attachments, exhibits, and forms. Questions should be directed to the Point of Contact by the Deadline for Submitting Questions identified in Part A.4.2. The Respondent is cautioned to pay particular attention to the clarity and completeness of its Proposal. The Respondent is solely responsible for its Proposal and all documentation submitted.

The Respondent shall be as precise, accurate, and succinct as possible. The Respondent shall provide detailed descriptions of how they will fulfill each requirement. The clarity and completeness of a Proposal may be considered by the THECB evaluators.

A.5 EVALUATION OF THE PROPOSAL

A.5.1 Evaluation and Award of Contract

A Contract will be awarded by THECB to the Awarded Contractor(s) in response to this RFP. The THECB reserves the right to award Contract(s) without any negotiations and reserves the right to not make awards. Submission of a Proposal confers no rights on Respondent to an award or to a subsequent Contract, if there is one. The issuance of this RFP does not guarantee that a Contract will ever be awarded. THECB reserves the right to withdraw the RFP entirely for any reason solely at THECB's discretion. An individual Proposal may be rejected if it fails to meet any requirements of this RFP. THECB may seek clarification from Respondent at any time during the evaluation period, and failure to respond may be cause for rejection of a Proposal.

Upon execution of a Contract resulting from this RFP, the term "Respondent" shall have the same meaning as "Contractor".

The Contractor shall not begin or provide services until issuance of a Contract by THECB.

The Respondent is strongly encouraged to provide its best price in its Proposal.

THECB shall award a Contract(s) to the Respondent(s) whose proposal is considered to be the best value to the state, as defined in §2155.074, Gov't Code. Part B of this RFP represents the Anticipated Contract (along with its incorporated exhibits) which will be entered into with the Contractor(s) and lists the additional terms and conditions governing this RFQ. The THECB may make its award to Respondent(s) based on any combination, including, but not limited to line item that provides best value to the State.

The State of Texas may consider, at its option, alternative services for award which may not meet the full specifications, however, represent a best value to the State of Texas within the listed service classification.

Each evaluated Proposal will be reviewed and scored according to the table set out below.

Evaluation Criteria for each of the Proposal Components:

PROPOSAL: PROJECT DESIGN AND IMPLEMENTATION PROSPOSERS SHALL ADDRESS: ITEMS A.1.4 – A.1.17 / TABS 1-8	POSSIBLE POINTS (100)
A. Quality of Technical Component <ol style="list-style-type: none">1. Clear description of details for carrying out project2. Adequacy and appropriateness of project design3. Clear description of effective approaches to accomplishing program goals and RFP requirements	30
B. Quality of Management Component <ol style="list-style-type: none">1. Evidence of capability to manage project2. Experience of organization, including past performance on similar contracts3. Personnel qualifications	20
C. Quality of Task/Activity Plan <ol style="list-style-type: none">1. Logical and appropriate project plan allowing Respondent to meet RFP timeframes	40

2. Activities described in sufficient scope and detail to provide evidence of satisfactory delivery of services and products	
D. Cost-Effectiveness 1. Best value demonstrated by Respondent	10
TOTAL	100 points

The THECB will assemble an evaluation team that will begin proposal evaluation as soon as practicable after the submission deadline. Evaluation team members will score each proposal individually using the criteria stated above. After individual scoring, the evaluation team will meet and discuss the proposals and will make a recommendation for selection or a recommendation to take further action.

After the evaluation team ranks each proposal based on individual scores, the evaluation team may pose clarifying questions of, or ask for best and final proposals from, the highest ranking proposals. The evaluation team may also hold discussion sessions with the highest ranked respondents. The team may rate proposals again following questions, requests for best and final proposals, or oral presentations/discussion sessions.

The THECB will begin contract negotiations shortly after notification of award(s). The successful respondent may offer changes to these terms or additional terms in their proposal, but the THECB may reject them. The parties will negotiate a final schedule for performance that will be incorporated into the final contract.

The THECB will notify each respondent of the final action taken upon execution of contract with the selected respondent.

THECB reserves the right to conduct studies and other investigations as necessary to evaluate any Proposal. THECB reserves the right to waive any minor or immaterial Proposal requirements noted in the submission process. Submission of Proposals confers no legal rights upon any Respondent. The THECB will determine whether negotiations or Best and Final Offers (BAFOs) are necessary and may invite selected Respondents (see A.1.20) to provide oral presentations of their Proposals.

As THECB is awarding Contract(s) to Respondent(s) pursuant to Competitive Sealed Proposals as authorized by Government Code §2156.121, THECB may evaluate Respondent's Proposals on a variety of factors. As such, THECB is **not authorized** to conduct bid/proposal openings or bid/proposal tabulations prior to award of Contract(s). Respondent(s) should be aware that such information cannot and will not be provided prior to award of Contract(s).

Past Performance: A Respondent's past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of §2155.074, §2155.075, §2156.007, §2157.003, and §2157.125, Gov't Code. Respondents may fail this selection criterion for the following conditions:

- (1) Currently under a Corrective Action Plan through the THECB,
- (2) Having repeated negative Vendor Performance Reports for the same reason,
- (3) Having a record of repeated non-responsiveness to Vendor Performance issues
- (4) Having purchase orders or other contracts that have been cancelled in the previous 12 months for non-performance (i.e. late delivery, etc.).

THECB may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by 34 Texas Administrative Code §20.108), THECB may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of Contract. Such sources of vendor performance may include any governmental entity, whether an agency or political subdivision of the State of Texas, another state, or the Federal government. Further, THECB may initiate such examinations of vendor performance based upon media reports. Any such investigations shall be at the sole discretion of THECB, and any negative findings, as determined by THECB, may result in non-award to the Respondent.

A.5.2 Multiple Awards

The THECB may award multiple Contracts from this solicitation. The Respondent(s) providing the best value to the State may be chosen as the State's primary or "best value contractor". Additional Respondents may be awarded Contract at the sole discretion of THECB in order to provide alternate resources for meeting the requirements of the requested services.

A.6 SUBMITTING THE PROPOSAL TO THE THECB

Fax and Email Proposals are not allowed by THECB.

Hard Copy proposal submission shall include an information sheet that clearly states the name of the respondent; the name, address, and telephone number of the respondent's point of contact, and the RFP title and number. The information sheet is the first page before the sealed proposal submission. All parts of the proposal after the information sheet shall be submitted in an envelope or other sealed container that is marked with the respondent's name and "*RFP No. 781-9-21432 CONFIDENTIAL.*"

The Proposal must be sent to the THECB Purchasing Department at the following address:
By U.S. Mail, Courier, or Hand Delivery (8:00 a.m. – 3:00 p.m. CT):

Texas Higher Education Coordinating Board
Attn: Purchasing Department
1200 East Anderson Lane
Austin, TX 78752

A.7 ADDITIONAL INSTRUCTIONS

A.7.1 Accuracy of the Proposal

The Respondent's Proposal shall be true and correct and shall contain no cause for claim of omission or error. Proposals may be withdrawn in writing at any time prior to the submittal deadline.

A.7.2 Cost of Submitting the Proposal

The THECB will not reimburse the Respondent for any cost related to its Proposal. The Respondent is responsible for any expense related to the preparation and submission of its Proposal.

A.7.3 Public Information Act Disclosures

The THECB is a government agency subject to the Texas Public Information Act (PIA), Chapter 552, Gov't Code. The Proposal and other information submitted to the THECB by the Respondent are subject to release as public information. The Proposal and other submitted information shall be presumed to be subject to disclosure unless a specific exception to disclosure under the PIA applies. If it is necessary for the Respondent to include proprietary or otherwise confidential information in its Proposal or other submitted information, **the Respondent must clearly label that proprietary or confidential information and identify the specific exception to disclosure in the PIA.** Merely making a blanket claim that the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire Proposal subject to release under the PIA. In order to trigger the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the Proposal that are considered by the Respondent to be proprietary or confidential must be clearly labeled as described above. **Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA.**

The Respondent, by submitting a Proposal, shall thereby be irrevocably deemed to have fully indemnified and agreed to defend the THECB from any claim of infringement in the intellectual rights of Respondent or any third party for any materials appearing in the Proposal.

A.7.4 Irrevocability of the Proposal

The Proposal is irrevocable for ninety (90) calendar days following the Proposal Opening Date and Time identified in this RFP. This period may be extended at the THECB's request with the Respondent's written agreement.

A.7.5 Affirmations and Required Clauses

Pursuant to TGC, Section 2262.003, contractor understand that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, agency or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.

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.

Pursuant to Texas family code, title 5, Subtitle D, Section 231.006(d), regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate. Furthermore, any bidder subject to Section 231.006 must include names and Social security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award.

Bidder agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Bidder agrees to comply with Texas government Code, Title 10, Subtitle D, Section 2155.4441, relating to use of service contracts for products produced in the State of Texas.

CONFLICTING RFP LANGUAGE

In the event that language contained in a particular Section of the RFP is found to be in conflict with language in another Section, the most stringent requirement(s) shall prevail.



RFP No. 781-9-21432

ATTACHMENT A: EXECUTION OF PROPOSAL

Under the Texas Government Code, Title 6, Subtitle B, §669.003 a state agency may not enter into a contract with a Respondent that employs a former executive head of the State Agency unless certain statutory conditions are met. By signing the below acknowledgment, the Respondent certifies that it is in compliance with §669.003. If §669.003 applies, the Respondent shall complete the following information in order for its Proposal to be evaluated:

Name of former Executive: _____

Name of State Agency: _____

Date of separation from State _____

Date of employment with _____

RESPONDENT ACKNOWLEDGMENT

The Respondent does hereby acknowledge that it can meet all requirements as stated and also acknowledges the receipt, review, and acceptance of the Request for Proposals identified in its Proposal. Any exceptions to the statement of work, terms, requirements, and conditions have been explicitly set forth in the Respondents Proposal. Failure to sign and submit this form with its Proposal may disqualify the Proposal.

By signing this Execution of Proposal, respondent certifies that if a Texas address is shown as the address of the respondent, the respondent qualifies as a Texas Resident Bidder as defined in Texas Administrative Code, Title 34, Part 1, Chapter 20.

Signature - Authorized Respondent Representative

Printed Name

Date

For Profit Companies and Institutions presenting proposals to this agency **shall provide** the following:

Federal Employer ID#

Texas Tax ID#

Entity Name:

Street Address:

City/State/Zip:

Telephone Number (area code & number):

FAX Number (area code & number):

E-Mail Address:

Pursuant to TX. Family Code §231.006(c), respondents are required to include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the response.

Respondents meeting the ownership criteria **shall provide names only** with their proposal response. Social Security Numbers will be required only from the Respondent selected for the award prior to the award of the resulting contract. Failure to provide the required information **will** result in disqualification of the proposal response and /or contract award.

Name

Name

Name



RFP No. 781-9-21432

ATTACHMENT B: RESPONDENT INFORMATION FORM

Complete and submit this form with the Proposal.

EXECUTIVE REPRESENTATIVE

Name – First	Last		Title
Phone		E-mail	

POINT OF CONTACT FOR PROPOSAL

Name – First	Last		Title
Phone		E-mail	

POINT OF CONTACT FOR RECEIPT OF CONTRACT

Name – First	Last		Title
Phone		E-mail	

Complete this section with Website URL:

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ATTACHMENT C: ANTICIPATED STANDARD SERVICES CONTRACT

RFP# 781-9-21432

{fedGrantTitle}

THECB Contract Number:

{bmsReference}

{fedStatAuth}

{cfda}, {fedAwardno}

STANDARD SERVICES CONTRACT

Section 1.0 Parties

This agreement (“Contract”) is entered into by and between the TEXAS HIGHER EDUCATION COORDINATING BOARD (THECB), an agency of the State of Texas, hereinafter designated “THECB” or “Receiving Agency” and {contracted_party}, hereinafter designated “Contractor.” At times, THECB or “Board” and Contractor are referred to singularly as “Party” and collectively as “Parties”.

Receiving Agency:

Texas Higher Education Coordinating Board
1200 East Anderson Lane
Austin, Texas 78752

Contractor:

{contracted_party}
{contractedPartyAddress}
{contractedPartyCity}, {contractedPartyState}
{contractedPartyZip}

Section 2.0 Term of Contract

THECB shall pay Contractor in connection with the Contract project during the period beginning **upon execution** and ending {period_end} (“Contract Term”). Contract may be extended for an additional [xxxxxx] year period, provided both parties agree in writing to do so, prior to the expiration date. Any extensions shall be at the same terms and conditions, plus any approved changes. Subject to proper approvals pursuant to 19 Texas Administrative Code (TAC) Sec. § 1.16, the Parties may amend the Contract to extend the Contract Term.

Section 3.0 Purpose and Statement of Services to be Performed

3.01 {description}

3.02 {statement of Work}

Section 4.0 THECB Maximum Liability Under the Contract and Payment

4.01 THECB total liability under the contractor shall not exceed the sum of \$ {total_\$}, {total_\$_extended}. This maximum liability includes, any pre-authorized expenses incurred (“Contract Amount”). Any changes to the maximum liability are subject to proper approvals pursuant to 19 TAC Sec. §1.16.

4.02 Contractor shall provide invoices to THECB for Services performed. No payment shall be made under this Contract without the prior submission of detailed, correct invoices,

accepted by THECB. All payments due to Contractor will be made pursuant to the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The form of any invoice must comply with the specifications of THECB and must be submitted in the manner and with the documentation THECB may require. All invoices (which are to include reimbursement claims for expenses if authorized under this Contract) shall be submitted to THECB Program Manager, or THECB Program Manager's successor, who is listed in this contract. Payments under this Contract are subject to the availability of appropriated funds. Submission of an invoice shall constitute Contractor's certification that Services and other obligations under the Contract have been performed in accordance with this Contract.

4.03 {services_for_payment}

4.04 The Comptroller of the State of Texas uses an electronic funds transfer system to make payments to vendors who choose to receive payment through the electronic funds transfer system, rather than by state warrant. If not already established to receive direct deposit payments from the State of Texas, vendors who choose to receive payment by electronic funds transfer should complete and submit the Vendor Direct Deposit Authorization located on the Comptroller's website.

Section 5.0 General and Special Provisions of Contract, Certain Certifications

5.01 Contractor further certifies the following:

5.01.1 Pursuant to Section 2252.901 of the Texas Government Code, Contractor certifies that it is not a former employee of THECB or that Contractor has not been an employee of THECB for twelve (12) months prior to the beginning date of this Contract. Pursuant to Texas Government Code Section 572.054(b), a former employee/retiree shall not perform services on a particular matter that the former employee/retiree participated on (either through personal involvement or because the matter was within the employee's official responsibility) while employed at THECB. A violation of Texas Government Code Section 572.054(b) is considered a criminal offense. As such, Contractor must make full disclosure to THECB prior to entering into this Contract if it is a former employee/retiree of THECB or if it currently employs or subcontracts with a former employee/retiree of THECB if such former employee/retiree of THECB will participate in the Services in any way. Likewise, Contractor must make full disclosure of its intent to employ or subcontract with an individual who is a former employee/retiree of THECB if such former employee/retiree will participate in the Services in any way.

5.01.2 Pursuant to Section 2155.006(b) of the Texas Government Code, Contractor certifies that it has not been, during the five-year period preceding the date of this Contract: (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.

5.01.3 Pursuant to Section 2261.252 of the Texas Government Code, a state agency may not enter into a contract for the purchase of goods or services with a private vendor

with whom any of the following agency employees or officials have a financial interest: (1) a member of the agency's governing body; (2) the governing official, executive director, general counsel, chief procurement officer, or procurement director of the agency; (3) a family member related to an employee or official described above in (1) or (2) within the second degree or affinity or consanguinity.

5.01.4 Pursuant to Section 2263 of the Texas Government Code, financial advisors or service providers must disclose in writing to the administrative head of the state governmental entity and the State Auditor's Office (SAO) the following. For this purpose, "financial advisor or service provider" includes a person or business entity who acts as a financial advisor, financial consultant, money or investment manager, or broker. Such disclosure shall be in compliance with the provisions of Texas Government Code 2263.005.

5.02 Contractor further certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

5.03 Pursuant to Texas Government Code Section 2252.908, which was added by H.B. 1295, 84th Leg. Session, R.S. (2015), Contractor agrees to submit a disclosure of interested parties to the THECB at the time Contractor submits the signed contract to the THECB. This section applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

5.04 Felony Criminal Convictions: Contractor represents and warrants that Contractor has not and Contractor's employees who will be involved in the Contract Project have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Contractor has fully advised THECB as to the facts and circumstances surrounding the conviction(s) and has received THECB's prior written consent to proceed.

5.05 Certification Concerning Restricted Employment for Former State Officers or Employees under Texas Government Code §572.069: Contractor certifies that is has not employed and will not employ a former THECB or state officer who participated in a procurement or contract negotiation for THECB involving Contractor within two years after the state officer or employee left state agency employment or service.

This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

Franchise Tax Certification: Contractor, certifies that it is exempt or not delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Texas Tax Code. If Contractor is a qualifying business entity type per Texas Comptroller of Public Accounts guidelines and is not set up in the Texas Franchise system, Contractor must do so prior to contracting with the State of Texas.

Certification Concerning Dealing with Public Servants: Contractor certifies that it has not given and does not intend 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 this transaction.

5.06 Certification Concerning Financial Participation: Under Texas Government Code § 2155.004, Contractor certifies that the individual or business entity named in the contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is in accurate. Section 2155.004

prohibits a person or entity from receiving a state contract if that person or entity received compensation for participating in preparing the solicitation or specification for the Contract.

Section 6.0 Terms and Conditions

6.01 Termination:

Notwithstanding the termination or expiration of this Contract, the provisions of this Contract regarding confidentiality, indemnification, transition, records, right to audit and independent audit, property rights, dispute resolution, invoice and fees verification, and default shall survive the termination or expiration dates of this Contract.

6.01.1 Convenience of the State: THECB, in its sole discretion, terminate this Contract upon thirty (30) calendar days' written notice to Contractor. Such notice may be provided by facsimile or certified mail return receipt requested and is effective upon Contractor's receipt. In the event of such termination, the Contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. THECB will be liable only for payments for any goods and/or services ordered from the Contractor before the termination date.

6.01.2 Termination for Cause: THECB may, by written notice to Contractor, immediately terminate this Contract for cause if: (a) THECB is not reasonably satisfied with Contractor's Services; (b) default or abandonment by Contractor occurs; or (c) Contractor fails to comply fully with any term or condition of this Contract, through no material fault of THECB. If THECB deems it appropriate under the circumstances, THECB will provide a three (3) business day advance written notice of intent to terminate to Contractor, and THECB will provide Contractor with an opportunity for consultation with THECB prior to termination during that three (3) business day period.

If Contractor fails or refuses to perform its obligations under this Contract, THECB may exercise any and all rights as may be available to it by law or in equity. In the event THECB exercises its right to terminate for cause, Contractor is responsible for paying damages to THECB including but not limited to re-procurement costs (if applicable), and any other consequential damages to the State of Texas and THECB resulting from Contractor's non-performance.

6.01.3 Abandonment or Default: If the Contractor Abandons or Defaults on the Contract, THECB reserves the right to terminate the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible Contractor. The defaulting Contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by THECB based on the seriousness of the default.

6.01.4 Applicable Law and Conforming Amendments: THECB may terminate this Contract immediately upon notice to Contractor in the event federal or state law is enacted, amended, or judicially interpreted so as to render continued fulfillment of the Contract, on the part of THECB, wholly unreasonable or impossible. THECB reserves the right, at its sole discretion, to unilaterally amend this Contract throughout the Contract Term to incorporate any modifications necessary for THECB's

compliance, as an agency of the state of Texas, with all applicable state and federal laws, rules, regulations, requirements, and guidelines.

6.01.5 Non-Appropriation: This Contract is subject to termination by THECB, either in whole or in part, if state funds become unavailable. THECB is a state agency whose authority and appropriations are subject to actions of the Texas Legislature and whose availability of funds may be subject to governmental action. If THECB becomes subject to a legislative change, revocation of statutory authority, lack of appropriated funds, or unavailability of funds which would render Contractor's delivery or performance under this Contract impossible or unnecessary, this Contract will be terminated, either in whole or in part. In the event of a termination under this Section, THECB will not be liable to Contractor or any other person or entity for any payments, damages or any other amounts which were otherwise due or which may be caused or associated with such termination and THECB is not required to give prior notice of such termination.

6.01.6 Effect of Termination: Upon any termination, all indemnities, including without limitation those set forth in this Contract, as well as Contract provisions regarding confidentiality, records retention, right to audit, ownership, and dispute resolution, shall survive the termination of this Contract for any reason whatsoever and shall remain in full force and effect. In the event of any termination, Contractor shall, unless otherwise mutually agreed upon in writing, cease all Services immediately upon the effective date of termination, except such Services that THECB deems are necessary to wind-up in a cost-effective manner. For any termination by THECB other than termination for non-appropriation, THECB shall be liable to Contractor for only that portion of the Services authorized by THECB and which have been completed prior to the effective date of termination, provided that THECB shall not be liable for any work performed that is not acceptable to THECB and/or does not meet Contract requirements, plus any necessary work deemed appropriate by THECB to cost-effectively wind-up.

6.01.7 Transfer of Duties: In the event of termination, Contractor will provide reasonable cooperation to transfer its duties under the Contract to another entity without disruption.

6.02 Amendment: This Contract may be modified only by written amendment executed by the Parties hereto; however, any amendment of this Contract that conflicts with the laws of the State of Texas shall be void ab initio.

6.03 Indemnification:

Acts or Omissions: CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THECB AND THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS OR OMISSIONS OF THE CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF TEXAS IF THECB AND/OR

THE STATE OF TEXAS AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, AND DESIGNEES ARE A NAMED DEFENDANT IN ANY LAWSUIT AND THE CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

- 6.04 Sovereign Immunity:** The Parties stipulate and agree that no provision of, or any part of this Contract between THECB and Contractor, or any subsequent amendment shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability to THECB beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the Courts and the laws of the State of Texas and the United States. The State of Texas and THECB do not waive sovereign immunity by entering into this Contract and specifically retain such immunity and all defenses available to them under the laws of the State of Texas or the common law.
- 6.05 Assignment, Delegation, or Subcontracting:** Unless as otherwise provided for in this Contract, no contractual rights, interest, or obligation shall be assigned, delegated, or subcontracted by Contractor without prior written approval of THECB. No assignment, delegation, or subcontract approved by THECB shall relieve Contractor of any obligation or responsibility under this Contract. It is THECB's intent that to the extent subcontracting is approved by THECB, Contractor make a good faith effort to subcontract with Historically Underutilized Business(es) (HUB) as defined in Texas Government Code §2161.001(2) during the performance of this Contract. The goal of the HUB program is to promote full and equal business opportunities for all businesses contracting with the State of Texas.
- 6.06 Right to Audit; Records Retention:** Contractor understands that acceptance of funds under this Contract, or indirectly through a subcontract under this Contract, acts as acceptance of the authority of the State Auditor's office, THECB or any successor agency, as well as any external auditors selected by the State Auditor's office, THECB or, in contracts involving federal funds, any auditors selected by the United States, including, but not limited to the cognizant federal agencies and/or federal Offices of the Inspector General (collectively referred to as "Audit Entities"), to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including promptly providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirements to cooperate is included in any subcontract it awards.
- 6.06.1** Contractor shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Contractor in connection with the Contract Project. These records and accounts (which includes all receipts of expenses incurred by Contractor) shall be retained by Contractor and made available for inspecting, monitoring, programmatic or financial auditing, or evaluation by THECB and by others authorized by law or regulation to do so for a period of not less than seven (7) years from the date of completion of the Contract Project or the date of the receipt by THECB of Contractor's final claim for payment or final

expenditure report or until any litigation/billing issues are resolved, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed. Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the Services provided in this Contract. Contractor and any subcontractors shall provide any Audit Entities with any information such entity deems relevant to any monitoring, investigation, evaluation, or audit.

6.06.2 Contractor's failure to comply with this subsection (Right to Audit; Records Retention) shall constitute a material breach of this Contract and shall authorize THECB and the State of Texas to immediately assess appropriate damages for such failure. THECB reserves the right to require the reimbursement of any over-payments determined as a result of any audit or inspection of records on work performed under this Contract. Contractor shall reimburse THECB for any over-payments within thirty (30) calendar days of receipt of THECB's written notice.

6.07 Family Code Applicability: By signing this Contract, Contractor certifies that under Section 231.006, Family Code, Contractor is not ineligible to receive payment under this Contract and acknowledges that this Contract may be terminated and payment may be withheld or recouped if this certification is inaccurate. If this certification is shown to be false, Contractor is liable to THECB for attorneys' fees, the costs necessary to complete the Contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or Contract.

6.08 Dispute Resolution: If THECB determines that any work product is not acceptable, THECB shall notify Contractor of the specific deficiencies in writing. Contractor shall then undertake all steps necessary to correct any deficiencies at no additional cost to THECB. In the event any issues cannot be resolved, the dispute resolution process provided for in Texas Government Code, Chapter 2260 shall be used by THECB and Contractor to attempt to resolve any claim for breach of Contract.

6.09 Public Disclosure: Contractor understands and agrees that no public disclosures or news releases pertaining to this Contract, including any results, findings or reports conducted to fulfill requirements of this Contract, shall be made without prior written approval of THECB.

6.10 Confidentiality, Public Information Act, and FERPA: Notwithstanding any provisions of this Contract to the contrary, Contractor understands that as a Texas state agency, THECB is subject to and will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Contractor will cooperate with THECB in the production of documents responsive to any such requests under the Public Information Act at no additional charge to THECB.

6.10.1 THECB will make a determination whether to submit a Public Information Act request to the Attorney General. This Contract and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. Contractor will notify THECB's contact within 24 hours of receipt of any third party requests for information it receives relating to this Contract. Contractor is required to make any information created or exchanged with the State pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State and shall cooperate with THECB in doing so Contractor

agrees to maintain the confidentiality of information received from THECB and the State of Texas during the performance of this Contract, including information which discloses confidential personal information particularly, but not limited to, social security numbers. Contractor will not disclose any information to which it is privy under this Contract without the prior written consent of THECB. Contractor will indemnify and hold harmless the State of Texas, its officers and employees, and THECB, its officers and employees for any claims for damages that arise from the disclosure by Contractor of information also held by the State of Texas or THECB to which Contractor is privy under this Contract.

6.10.2 Contractor agrees to comply with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g, and the implementing federal regulations, 34 CFR Part 99.

6.10.3 Protection of Confidential Data

Contractor agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)) and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees, and agents of a party that receive education record information from THECB may use the information, but only for the purposes for which the disclosure was made.

6.10.4 Acknowledgment of Access to Covered Data and Information (CDI)

Contractor acknowledges that the Contract allows the Contractor access to CDI.

6.10.5 Prohibition on Unauthorized Use or Disclosure of CDI

Contractor agrees to hold CDI in strict confidence. Contractor shall not use or disclose CDI received from or on behalf of THECB except as permitted or required by the Contract, as required by law, or as otherwise authorized in writing by THECB. Contractor agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.

6.10.6 Return or Destruction of CDI

Upon termination, cancellation, expiration or other conclusion of the Contract, Contractor shall return all CDI to THECB or, if return is not feasible, destroy any and all CDI. If the Contractor destroys the information, the Contractor shall provide THECB with a certificate confirming the date of destruction of the data.

6.10.7 Breach

Any violation of these FERPA provisions by Contractor shall be deemed a material breach of the Contract.

6.10.8 Maintenance of the Security of Electronic Information

Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of THECB. These measures will be extended by contract to all subcontractors used by Contractor.

6.10.9 Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information

Contractor shall, within one hour of discovery, report to THECB any use or disclosure of CDI not authorized by this Contract or in writing by THECB. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use and who received

the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as requested by THECB.

6.11 Infringements

CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, THECB AND THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, OFFICERS, AND DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF CONTRACTOR PURSUANT TO THIS CONTRACT. CONTRACTOR AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF TEXAS IF THECB AND/OR THE STATE OF TEXAS AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, AND DESIGNEES ARE A NAMED DEFENDANT IN ANY LAWSUIT AND THE CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

6.11.1 Contractor shall have no liability under this section if the alleged infringement is caused in whole or in significant part by: (i) THECB's 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 by THECB without Contractor's approval, (iii) any modifications made to the product by the Contractor pursuant to THECB's specific instructions, (iv) any intellectual property right owned by or licensed to THECB by a person or entity other than the Contractor, or (v) any use of the product or service by THECB that is not in substantial conformity with the terms of any applicable license agreement.

6.11.2 If Contractor becomes aware of an actual or potential claim, or THECB provides Contractor with notice of an actual or potential claim, Contractor may (or in the case of an injunction against THECB, shall), at Contractor's sole option and expense; (i) procure for THECB 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 THECB's use is non-infringing.

6.12 Ownership/Work Made for Hire: All work product generated as a result of this Contract Project, including but not limited to all information, materials, products, research, reports, studies, statistical analyses, work papers, approaches, designs, deliverables, systems, documentation, methodologies, concepts, research materials, data, photos, software, intellectual property or other property produced or generated in connection with this

Contract that had not previously been produced or generated by Contractor, either completed or partially completed, shall be the sole property of THECB and all rights, title, and interest in and to the work product shall vest in THECB upon payment for the Services.

6.12.1 All such work product shall be delivered to THECB by Contractor upon completion, termination, or cancellation of this Contract. All property rights, including publication rights, hereunder shall be retained by THECB, and Contractor shall assert no right in law or equity to such work product. THECB shall have the right to obtain and to hold in its own name any and all patents, copyrights, marks, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof.

6.12.2 Contractor shall ensure that this provision, "Ownership/Work Made for Hire," is contained in any subcontract Contractor is authorized by THECB to award. Contractor may, at its own expense, keep copies of all its materials for its personal files. Contractor shall not use, willingly allow, or cause to have such work product used for any purpose other than the performance of Contractor's obligations under this Contract without the prior written consent of THECB; provided, however, that Contractor shall be allowed to use non-confidential materials for writing samples in pursuit of work.

6.13 Applicable Law and Venue: This Contract and any incorporated documents shall be governed by and construed in accordance with the laws of the State of Texas. The exclusive venue of any suit brought concerning the Contract and any incorporated documents, including all Exhibits, is fixed in any Court of competent jurisdiction in Travis County, Texas, and all payments under the Contract shall be due and payable in Travis County, Texas.

6.14 Additional Contractor Responsibilities: Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this Contract, including applicable workers compensation laws, compensation statutes and regulations, and licensing laws and regulations. When requested to do so by THECB, Contractor shall furnish THECB with satisfactory proof of its compliance. Contractor shall be responsible for damage to THECB's equipment, and/or the workplace and its contents, by its, or its subcontractors' work, negligence in work, personnel, and equipment. Contractor shall be responsible and liable for the safety and health of its employees and contractors while they are performing work for THECB under this Contract. Contractor shall provide all labor and equipment necessary to furnish the goods or perform the Services. All employees of Contractor shall be a minimum of 18 years of age and experienced in the type of work to be performed. Contractor shall permit no visitors or relatives of Contractor's employees and contractors on THECB's property unless they also are bona fide employees or subcontractors of Contractor.

6.15 Conflict of Interest: Contractor represents and warrants that Contractor, its principals, employees, or subcontractors have no potential conflict of interest in providing Services to THECB under this Contract, and that the provision of Services under this Contract does not create an appearance of impropriety. Failure to disclose a conflict of interest, at any time during the duration of this Contract, shall be cause for termination of this Contract.

6.16 Financial Interests; Gifts: Contractor represents and warrants that neither Contractor nor any person or entity that will participate financially in this Contract has received

compensation from THECB or any agency of the State of Texas for participation in preparation of specifications for this Contract.

- 6.17 Additional Contractor's Representations:** Contractor hereby covenants, represents and warrants that Contractor (including, for purposes of this section, its employees, consultants, subcontractors, and agents) (1) has the technical expertise and general skills necessary to perform competently and professionally the Services in accordance with this Contract, (2) is not a party to or bound by any agreement, obligation, or understanding which restricts or limits in any way Contractor's right to enter into this Contract or Contractor's right or ability to perform Contractor's obligations under this Contract, (3) shall not use the trade secrets, intellectual property rights, copyrights, or other proprietary rights of any third party in the performance of Contractor's obligations under this Contract without having first lawfully obtained the right, in writing, to do so, and (4) has the necessary equipment, facilities and workers to perform Contractor's obligations under this Contract.
- 6.18 Antitrust:** Contractor represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by or affiliated with Contractor, or anyone acting for such firm, corporation, partnership, or institution has violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws.
- 6.19 Equal Opportunity:** Contractor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, religion, political belief, sex, age, or disability in the performance of this Contract.
- 6.20 Independent Contractor:** Contractor shall be an independent contractor in all matters relating to this Contract. Contractor and its employees, agents, and subcontractors shall not be deemed or construed to be the employees or agents of THECB for any purposes whatsoever. Contractor agrees and acknowledges that Contractor, its employees and agents, and Contractor's subcontractors are independent contractors of THECB and/or the State of Texas and are not employees of THECB or the State of Texas, and Contractor agrees that it shall have complete responsibility in the area of employment law and relations regarding its own employees, contractors, and agents, including but not limited to: wrongful discharge lawsuits, unemployment issues, workers' compensation, employment taxes, any other benefits and reimbursement due to losses in these areas. Consistent therewith, Contractor agrees that it shall make its own arrangements to provide its employees with all necessary employee benefits, including unemployment and workers' compensation benefits, and THECB is, in no way, a party to such arrangements. Regarding its employees, Contractor shall have the sole authority to hire, fire, transfer, train, evaluate, discipline, pay and assign work.
- 6.20.1** Contractor agrees and acknowledges that Contractor and Contractor's employees or assistants shall not be entitled to any State of Texas benefit on account of the services provided hereunder. If THECB or the State of Texas shall nonetheless become liable for such payments or obligations, Contractor shall promptly pay or reimburse THECB or the State of Texas for such liability or obligation.
- 6.21 Eligibility/Authorization to Work in the United States:** Contractor shall ensure that all personnel provided to perform work under this Contract possess proof of eligibility/authorization to work in the United States in compliance with the Immigration Reform and Control Act of 1986, the Immigration Act of 1990 including any amendments already adopted or as may be adopted hereafter, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 including any amendments already adopted or as

may be adopted hereafter. Contractor shall maintain written records on all personnel provided under the Contract and shall provide such records to THECB upon request. Failure to maintain and provide records upon request shall represent a material breach of this Contract and THECB shall have the right to terminate the Contract for cause. Contractor shall ensure this section is included in all subcontracts it is authorized by THECB to enter.

6.22 Taxes/ Workers' Compensation/Unemployment Insurance – Including Indemnity

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

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

6.23 Prohibition on Use of Funds for Lobbying: Contractor represents and warrants that THECB's payments and Contractor's receipt of appropriated or other funds under this Contract are not prohibited by Texas Government Code, Sections 556.005 or 556.008.

6.24 Buy Texas: In accordance with Government Code, Section 2155.4441, the State of Texas requires that in the performance of this contract for services, Contractor shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state. Contractor agrees to act in accordance with Section 2155.4441 during the performance of this Contract.

6.25 Provision of Services: Upon any request by THECB for the remittance of any Services for which THECB has made payment, Contractor shall immediately remit such Services to THECB. Any failure to remit such Services immediately shall be considered a material breach of this Contract.

6.26 Force Majeure: THECB may grant relief from performance of this Contract if Contractor is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Contractor. The burden of proof for the need of such relief shall rest upon the Contractor. Contractor shall notify THECB in writing if it believes that a force majeure may have occurred and THECB shall, in its sole discretion, determine if Force Majeure has occurred.

6.27 Notice:

6.27.1 Form of Notice. All notices and other communications in connection with this Agreement shall be in writing.

6.27.2 Method of Notice. All notices must be given (i) by personal delivery, (ii) by an express courier (with confirmation), (iii) mailed by registered or certified mail (return receipt requested), (iv) facsimile, or (v) electronic mail to the parties at the address specified in this Agreement, or to the address that a party has notified to be that party's address for the purposes of this section.

6.27.3 Receipt of Notice. A notice in accordance with this Agreement will be effective upon receipt by the party to which it is given or, if mailed, upon the earlier of receipt and the fifth business day following mailing.

THECB NOTICE ADDRESS	CONTRACTOR'S NOTICE ADDRESS
Program Manager: {division contact}	{contracted_party} {vendorContact} {EmailAddress}

6.28 False Statements; Breach of Representations: By signature to this Contract, Contractor makes all the representations, warranties, guarantees, certifications and affirmations included in this Contract. If Contractor signs this Contract with a false statement or it is subsequently determined that Contractor has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Contract, Contractor shall be in default under this Contract and THECB may terminate or void this Contract for cause and pursue other remedies available to THECB under this Contract and applicable law.

6.29 Severability and Waiver: The invalidity, illegality, or unenforceability of any provision of this Contract shall in no way affect the validity, legality, or enforceability of any other provisions.

6.29.1 Each and every right granted to the Parties hereunder or under any other document delivered hereunder or in connection herewith, or allowed them by law or equity, shall be cumulative and may be exercised from time to time. Failure by THECB or Contractor at any time to require strict performance of any contractual provision or obligation contained herein shall not constitute a waiver or diminish the rights of either party thereafter to demand strict compliance. Neither THECB's review, approval, acceptance of, nor payment

for any of the Services provided in this Contract shall be construed to operate as a waiver of any rights under the Contract, or of any cause of action arising out of the performance of the Services required by the Contract.

- 6.30 Boycotting Israel:** : In accordance with Government Code, Section 2270.002, the State of Texas may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:
- (1) does not boycott Israel; and
 - (2) will not boycott Israel during the term of the contract.
- 6.31 System for Award Management:** THECB is federally mandated to adhere to the directions provided in the President’s Executive Order 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism and any subsequent changes made to it. Contractor certifies that Contractor is in compliance with the State of Texas statutes and rules relating to procurement and that Contractor is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.
- 6.32 Notification of Contract:**
(Only applies to Employees of a Texas state agency or any institution of higher education.) THECB will send notification to the contractor’s employer, if Contractor is otherwise employed outside of their contracted work with THECB.
- 6.33 Insurance:** Contractor agrees to maintain at its expense insurance as required for the work being performed under this Contract. Such insurance will protect THECB from all claims for bodily injury, death, or property damage which may arise out of or result from the performance of the Contractor’s obligations under the Contract. Contractor represents and warrants that it will, within ten (10) business days of award of contract, provide THECB with current certificates of insurance or other proof acceptable to THECB of the following insurance coverage:

- 6.33.1** Contractor must maintain Workers' Compensation insurance coverage in accordance with statutory limits.

Minimum Required Amounts of Insurance Coverage	
Type of Insurance	Each Occurrence/Aggregate
Workers’ Compensation	Statutory Limits
Employer’s Liability	
Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Each Employee
Bodily Injury by Disease	\$1,000,000 Policy Limit
Commercial General Liability (occurrence based)	Bodily Injury and Property Damage \$1,000,000 Each Occurrence Limit \$2,000,000 Aggregate Limit \$5,000 Medical Expense each person \$2,000,000 Products/Completed Operations Aggregate Limit \$1,000,000 Personal Injury and Advertising Liability \$50,000 Damage to Premises Rented

Automobile Liability All Owned, Hired and Non- Owned Vehicles	\$500,000 Combined Single Limit (for each accident)
Umbrella/Excess Liability	\$1,000,000 Per Occurrence

Note: The required insurance coverage must issue from a company or companies that:

- (1) Have both a Financial Strength Rating of “A” or better from A.M. Best Company, Inc.; and
- (2) Have a Financial Size Category Class of “VII” or better from A.M. Best Company, Inc.

6.33.2 All insurance policies for required coverage must be issued by companies authorized to do business under the laws of the State of Texas and in a form satisfactory to THECB. All required insurance contracts must:

- 1) Be written on a primary and non-contributory basis with any other insurance coverages Contractor currently has in place; and
- 2) Include a Waiver of Subrogation Clause.

All certificates of insurance for required coverage other than workers compensation and professional liability must name the State of Texas and its Officers, Directors, and Employees as additional insureds.

Contractor shall:

- 1) Provide written notice to THECB by e-mail at Contracts@theeb.state.tx.us and by U.S. First Class Mail to 1200 E. Anderson Lane, Austin TX 78752 at least 30 calendar days prior to any cancellation, non-renewal, or material change of a required policy;
- 2) Ensure all insurance policies and certificates of insurance for required coverage are written to include all products, services, and locations related to Contractor’s performance under the Contract; and
- 3) Deliver to THECB by e-mail at Contracts and by U.S. First Class Mail to 1200 E. Anderson Lane, Austin TX 78752 all renewal policies at least ten calendar days prior to any expiration of a required policy. All renewal policies and corresponding certificates of insurance must meet all terms set forth in the Contract.

Contractor must ensure that all provisions of the Contract concerning liability, duty, and standard of care, together with the indemnification provision, are underwritten by contractual liability coverage sufficient to include such Contractor’s obligations under the Contract.

6.34 Key Personnel: Contractor shall assign only qualified personnel to this Contract. Contractor, in its reasonable discretion, reserves the right to substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified to accomplish the required Services. Contractor shall provide to THECB prior written notice and obtain written approval from THECB prior to any change in key personnel involved in providing Services under this Contract. Subcontractors providing services under the Contract shall meet the same requirements and level of experience as required of Contractor (see “Assignment, Delegation, or Subcontracting” provision for additional conditions regarding subcontracts). No subcontract under this Contract shall relieve Contractor of responsibility for ensuring the required Services are provided. THECB, in its sole discretion, may require Contractor to remove any employee, contractor, subcontractor,

or vendor of the Contractor from providing work or services under the Contract. Contractor shall replace such removed personnel expeditiously so that its services are performed on a timely basis.

- 6.35 Debts and Delinquencies to the State:** The Comptroller of the State of Texas is prohibited from issuing any payment to a person or entity that has been reported as having an indebtedness or delinquency to the State. Contractor agrees that, to the extent Contractor owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Contractor is otherwise owed under this Contract shall be applied toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full. Contractor agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.

6.35.1 Contractor may verify its account status by accessing the Comptroller's website. If the account status message is "on vendor hold," the Contractor is advised to contact the Comptroller's Warrant Hold Section in the Division of Revenue Accounting at 1-800-531-5441.

- 6.36 Deceptive Trade Practices; Unfair Business Practices:** Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code, Chapter 17, or allegations of any unfair business practice, in any administrative hearing or court suit, and further, that if it has been the subject of either or both such allegations, that Contractor has not been found to be liable for any such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities which have been the subject of allegations of Deceptive Trade Practices Act conduct, violations thereof, or allegations of any unfair business practices, in an administrative hearing or court suit and further, that if such officer(s) has been the subject of either or both such allegations, that such officers have not been found to be liable for any such practices in such proceedings.

- 6.37 Suspension and Debarment:** Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local government entity. If Contractor is unable to certify to any of the statements in this certification, it shall provide a written explanation to THECB for its review prior to execution of this Contract by either Party.

- 6.38 E-Verify:** U.S. Department of Homeland Security's E-Verify System

6.38.1 By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

All persons employed to perform duties within Texas, during the term of the Contract; and

All persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Contract, within the United States of America.

6.38.2 The Contractor shall provide, upon request of THECB, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the

Contractor, and Contractor's subcontractors, as proof that this provision is being followed.

6.38.3 If this certification is falsely made, the Contract may be immediately terminated, at the discretion of THECB or the State of Texas and at no fault to THECB or the State, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that THECB or the State of Texas must undertake to replace the terminated Contract.

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

6.40 No Commissions: THECB shall not pay any commissions to Contractor under this Contract

6.41 Contacts: Unless otherwise agreed to in writing by the Parties, primary contacts for routine communications related to the performance of Services under this Contract are as follows:

THECB STAFF (Or successor in office)	CONTRACTOR STAFF (Or successor in office)
{division contact}	{contracted_party} {vendorContact}

6.42 Applicable Taxes: This Contract shall not be construed so as to supersede the laws of the United States or the State of Texas that accord the State of Texas, THECB, and all departments, agencies, and instrumentalities of the State of Texas exemptions from payment(s) of all taxes of whatever kind. More specifically, to the extent permitted by applicable law, THECB shall not directly or indirectly be liable for taxes of any kind. Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Contractor or its employees. To the extent permitted by applicable law, THECB shall provide all applicable tax exemption certificates upon the Contractor's request.

6.43 Electronic and Information Resources Accessibility Standards, As Applicable per 1 TAC Chapter 213:

6.43.1 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 and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

6.43.2 Vendor shall provide DIR with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas

Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration “Buy Accessible Wizard” (<http://www.buyaccessible.gov>). Vendors not listed with the “Buy Accessible Wizard” or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the “Buy Accessible Wizard” or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

- 6.44 Smoking Policy:** THECB has a policy of being a smoke-free agency. The policy reflects THECB’s commitment to providing a healthy environment for all THECB employees and visitors. This policy prohibits smoking within any state building. The Contractor, by acceptance of this Contract, agrees to abide by this policy when on the property of THECB.
- 6.45 Substitutions:** Substitutions are not permitted without the written approval of THECB.
- 6.46 Entire Agreement and Order of Precedence:** This Contract consists of the following documents: the final executed Contract (including its Exhibits and any Amendments), THECB’s Invitation for Bid, and the Contractor’s response to the Invitation for Bid.
- 6.46.1** In the event of conflicts, contradictions, or inconsistencies between or among these documents, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of precedence:
- (1) Any duly executed amendments to the final executed contract;
 - (2) The final executed contract, including its exhibits;
 - (3) THECB’s Request for Best and Final Offer (BAFO);
 - (4) Contractor’s response to the Invitation for Bid.
- 6.46.2** This Contract (including its Exhibits and any Amendments) contains the final, complete and exclusive understanding of the Parties, and supersedes all prior contemporaneous, oral or written understandings, representations, and negotiations between Parties relating to the subject matter of this Contract. The Parties further agree that this Contract may not in any way be explained or supplemented by a prior or existing course of dealings between the Parties, by usage of trade or custom, or by any prior performance between the Parties pursuant to this Contract or otherwise.

Full Disclosure:

Section 7.0 Signatures:

This contract constitutes the entire agreement and understanding between the parties with regard to its subject matter and supersedes and merges all prior discussions, writings, negotiations, understanding, and agreements concerning the provision of these services.

By signature hereon, the individual(s) below represent and warrant that they are duly authorized representative(s) of Contractor and have the authority to bind Contractor in this Contract.

{contracted_party}

Date

I, an authorized official of Agency, hereby certify that this contract is in compliance with applicable statutes and regulations and authorize the services to be performed as written above.

AGREED and accepted on behalf of Agency this ____ day of _____ 20____.

{signContact}
{signContacttitle}
{party_1}

ATTACHMENT D: THE CONFLICT OF INTEREST DISCLOSURE STATEMENT

See Section A.4.2 Tab 8

ATTACHMENT E: INSTRUCTIONS FOR SUBMITTING SAMPLE ITEMS

The THECB expects Respondents to submit five (5) sample items of varying difficulty for four (4) critical TEKS/CCRS Performance Expectations for each subject (English Language Arts and mathematics), for a total of forty (40) sample items. In addition, Respondents are expected to submit three (3) sample items of varying difficulty representing entry-level knowledge and skills for each of the six (6) levels identified in the NRS EFLD for a total of eighteen (18) sample items. In all, Respondents must submit with their proposals a total of fifty-eight (58) aligned sample items of high psychometric quality. Chart 1 provides an example for one (1) TEKS/CCRS performance expectation.

The SME members of the Evaluation Committee will use the following rating scale to rate the content alignment of the sets of sample items provided by each Respondent.

ALIGNMENT QUALITY RATING SCALE

Rating Value	Explanation of Rating Value
5	<ul style="list-style-type: none">• All of the Respondent's sample items are aligned to the critical TEKS and CCRS Performance Expectations, as well as to the skills identified in the NRS EFLD.• Items reflect an excellent range of difficulty.
4	<ul style="list-style-type: none">• Most of the Respondent's sample items align to the critical TEKS and CCRS Performance Expectations, as well as to the skills identified in the NRS EFLD.• Items reflect a good range of difficulty.
3	<ul style="list-style-type: none">• Some of the Respondent's sample items align to the critical TEKS and CCRS Performance Expectations, as well as to the skills identified in the NRS EFLD.• Items reflect an adequate range of difficulty.
2	<ul style="list-style-type: none">• Few of the Respondent's sample items align to the critical TEKS and CCRS Performance Expectations, as well as to the skills identified in the NRS EFLD.• Items reflect a poor range of difficulty.
1	<ul style="list-style-type: none">• None of the Respondent's sample items aligned to the critical TEKS and CCRS Performance Expectations, as well as to the skills identified in the NRS EFLD.• Items do not reflect a sufficient range of difficulty.

The psychometric experts on the Evaluation Committee will use the following rating scale to rate the psychometric quality of the sets of sample items provided by each Respondent.

PSYCHOMETRIC QUALITY RATING SCALE

Excellent		Satisfactory		Unsatisfactory	
5	4	3	2	1	
All items are clearly written; have a single correct answer; and are free from offensive language, ambiguities, grammatical clues, or other item-writing flaws. All item contexts and formats are appropriate for college-level students.			Most items are poorly written, have more than one correct answer, contain offensive language, are ambiguous, or contain grammatical clues or other item-writing flaws. Some item contexts or formats may be inappropriate for college-level students.		

CHART 1
Example of Required Sample Items for a Critical Algebra II TEKS/CCRS Performance Expectation

<u>Critical Algebra II TEKS/CCRS Performance Expectation:</u> The student applies mathematical processes to formulate systems of equations and inequalities, use a variety of methods to solve, and analyze reasonableness of solutions.	
Sample Item 1:	Sample Item 2:
Sample Item 3:	Sample Item 4:
Sample Item 5:	

ATTACHMENT F: INSTRUCTIONS FOR COMPLETING THE COMPENSATION/FEE STRUCTURE FORM

The Compensation/Fee Structure Form must contain one (1) charge entry per item. Each entry on the form requires the Respondent to submit a charge per specified unit, e.g., mathematics assessment. The THECB requires that the Respondent provide only the required charge or to state that there will be no charge for the product.

The Respondent may enter a "no cost" reply for any item on the Compensation/Fee Structure Form.

The Respondent may provide optional services or products that go beyond or modify the products and services specified in the RFP. These additional services or products and corresponding pricing, if any, must be included in the Respondent's proposal. Once the THECB has selected a Respondent to whom a contract is awarded, the THECB also must select which, if any, of the Respondent's Optional Services and Products will be included in the contract.

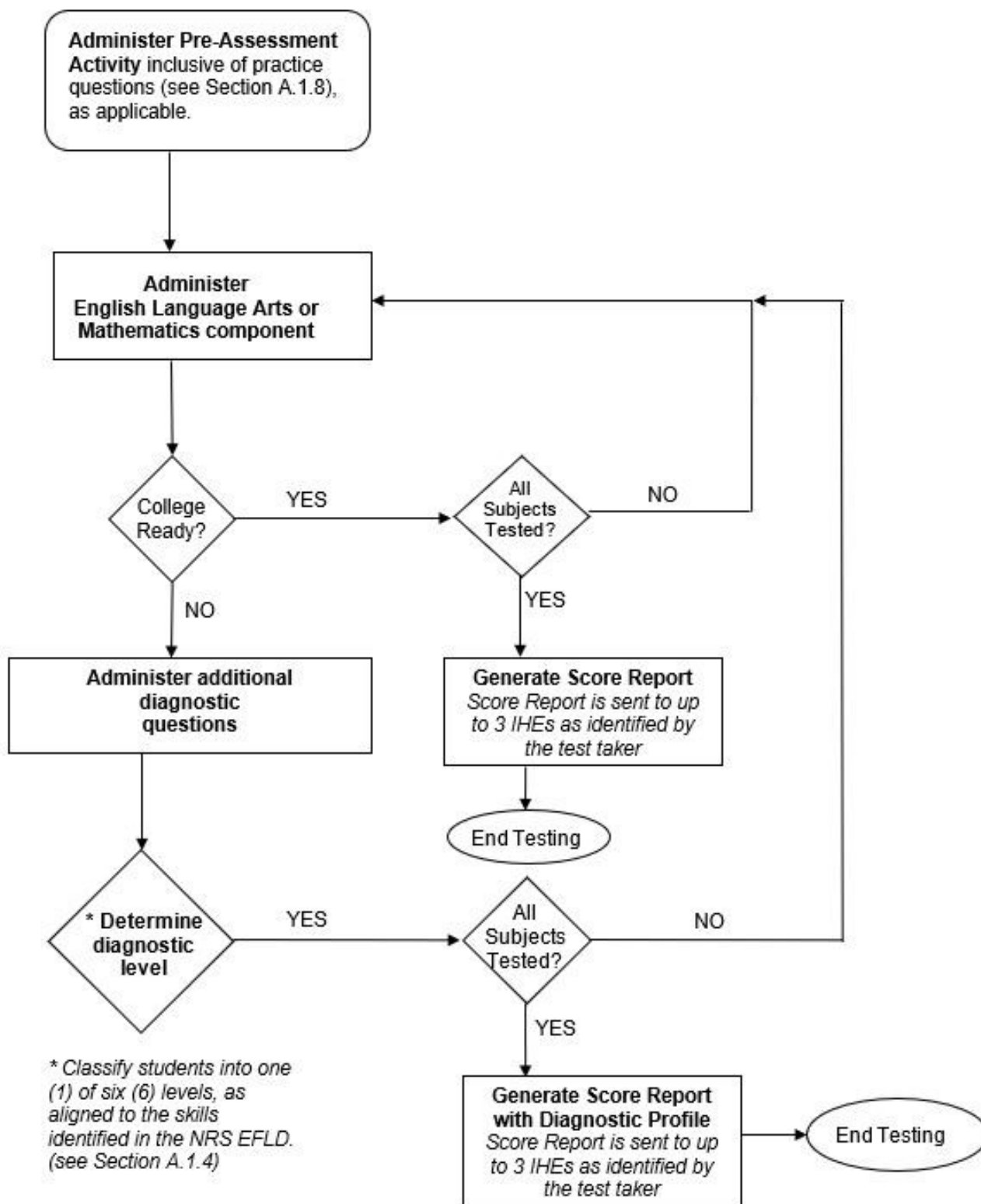
COMPENSATION/FEE STRUCTURE FORM

CHARGES OCCURRING FOR CONTRACT YEARS 2020-2024

Respondent's Name: _____

<i>Description of Product/Service</i>	<i>Cost</i>
1. Per test administration charge to test administrator for the internet-based CAT English Language Arts (ELA) assessment, including college readiness classification and, when appropriate, diagnostic profile and classification into one of six levels as aligned to the skills identified in the NRS EFLD, with diagnostic information.	
2. Per test administration charge to test administrator for the internet-based CAT mathematics assessment, including college readiness classification and, when appropriate, diagnostic profile and classification into one of six levels as aligned to the skills identified in the NRS EFLD, with diagnostic information.	
3. Per test administration charge to test administrator for large print tests for ELA.	
4. Per test administration charge to test administrator for large print tests for mathematics.	
5. Per test administration charge to test administrator for Braille tests for ELA.	
6. Per test administration charge to test administrator for Braille tests for mathematics.	
7. Per test administration charge to test administrator for audio tests for ELA.	
8. Per test administration charge to test administrator for audio tests for mathematics.	
9. Score Report Sent by Test Taker (each additional report beyond minimum of three (3))	
10. Optional Services and Products: (please describe)	

ATTACHMENT G: TSIA2 ADMINISTRATION FLOWCHART



APPENDIX A

Texas Essential Knowledge and Skills for English Language Arts

§110.38. English Language Arts and Reading, English III (One Credit), Adopted 2017 (effective SY 2020-2021)

- (a) General requirements. Students shall be awarded one credit for successful completion of this course.
- (b) Introduction.
 - (1) The English language arts and reading Texas Essential Knowledge and Skills (TEKS) embody the interconnected nature of listening, speaking, reading, writing, and thinking through the seven integrated strands of developing and sustaining foundational language skills; comprehension; response; multiple genres; author's purpose and craft; composition; and inquiry and research. The strands focus on academic oracy (proficiency in oral expression and comprehension), authentic reading, and reflective writing to ensure a literate Texas. The strands are integrated and progressive with students continuing to develop knowledge and skills with increased complexity and nuance in order to think critically and adapt to the ever-evolving nature of language and literacy.
 - (2) The seven strands of the essential knowledge and skills for English language arts and reading are intended to be integrated for instructional purposes and are recursive in nature. Strands include the four domains of language (listening, speaking, reading, and writing) and their application in order to accelerate the acquisition of language skills so that students develop high levels of social and academic language proficiency. Although some strands may require more instructional time, each strand is of equal value, may be presented in any order, and should be integrated throughout the year. Additionally, students should engage in academic conversations, write, read, and be read to on a daily basis with opportunities for cross-curricular content and student choice.
 - (3) Text complexity increases with challenging vocabulary, sophisticated sentence structures, nuanced text features, cognitively demanding content, and subtle relationships among ideas (Texas Education Agency, STAAR Performance Level Descriptors, 2013). As skills and knowledge are obtained in each of the seven strands, students will continue to apply earlier standards with greater depth to increasingly complex texts in multiple genres as they become self-directed, critical learners who work collaboratively while continuously using metacognitive skills.
 - (4) English language learners (ELLs) are expected to meet standards in a second language; however, their proficiency in English influences the ability to meet these standards. To demonstrate this knowledge throughout the stages of English language acquisition, comprehension of text requires additional scaffolds such as adapted text, translations, native language support, cognates, summaries, pictures, realia, glossaries, bilingual dictionaries, thesauri, and other modes of comprehensible input. ELLs can and should be encouraged to use knowledge of their first language to enhance vocabulary development; vocabulary needs to be in the context of connected discourse so that it is meaningful. Strategic use of the student's first language is important to ensure linguistic, affective, cognitive, and academic development in English.
 - (5) Current research stresses the importance of effectively integrating second language acquisition with quality content area education in order to ensure that ELLs acquire social and

academic language proficiency in English, learn the knowledge and skills, and reach their full academic potential. Instruction must be linguistically accommodated in accordance with the English Language Proficiency Standards (ELPS) and the student's English language proficiency levels to ensure the mastery of knowledge and skills in the required curriculum is accessible. For a further understanding of second language acquisition needs, refer to the ELPS and proficiency-level descriptors adopted in Chapter 74, Subchapter A, of this title (relating to Required Curriculum).

(6) Oral language proficiency holds a pivotal role in school success; verbal engagement must be maximized across grade levels (Kinsella, 2010). In order for students to become thinkers and proficient speakers in science, social studies, mathematics, fine arts, language arts and reading, and career and technical education, they must have multiple opportunities to practice and apply the academic language of each discipline (Fisher, Frey, & Rothenberg, 2008).

(7) Statements that contain the word "including" reference content that must be mastered, while those containing the phrase "such as" are intended as possible illustrative examples.

(c) Knowledge and skills.

(1) Developing and sustaining foundational language skills: listening, speaking, discussion, and thinking--oral language. The student develops oral language through listening, speaking, and discussion. The student is expected to:

(A) engage in meaningful and respectful discourse when evaluating the clarity and coherence of a speaker's message and critiquing the impact of a speaker's use of diction and syntax;

(B) follow and give complex instructions, clarify meaning by asking pertinent questions, and respond appropriately;

(C) give a formal presentation that exhibits a logical structure, smooth transitions, accurate evidence, well-chosen details, and rhetorical devices and that employs eye contact, speaking rate such as pauses for effect, volume, enunciation, purposeful gestures, and conventions of language to communicate ideas effectively; and

(D) participate collaboratively, offering ideas or judgments that are purposeful in moving the team toward goals, asking relevant and insightful questions, tolerating a range of positions and ambiguity in decision making, and evaluating the work of the group based on agreed-upon criteria.

(2) Developing and sustaining foundational language skills: listening, speaking, reading, writing, and thinking--vocabulary. The student uses newly acquired vocabulary expressively. The student is expected to:

(A) use print or digital resources to clarify and validate understanding of multiple meanings of advanced vocabulary;

(B) analyze context to draw conclusions about nuanced meanings such as in imagery; and

(C) determine the meaning of foreign words or phrases used frequently in English such as *ad hoc*, *faux pas*, *non sequitur*, and *modus operandi*.

(3) Developing and sustaining foundational language skills: listening, speaking, reading, writing, and thinking--self-sustained reading. The student reads grade-appropriate texts independently. The student is expected to self-select text and read independently for a sustained period of time.

(4) Comprehension skills: listening, speaking, reading, writing, and thinking using multiple texts. The student uses metacognitive skills to both develop and deepen comprehension of increasingly complex texts. The student is expected to:

- (A) establish purpose for reading assigned and self-selected texts;
- (B) generate questions about text before, during, and after reading to deepen understanding and gain information;
- (C) make and correct or confirm predictions using text features, characteristics of genre, and structures;
- (D) create mental images to deepen understanding;
- (E) make connections to personal experiences, ideas in other texts, and society;
- (F) make inferences and use evidence to support understanding;
- (G) evaluate details read to understand key ideas;
- (H) synthesize information from a variety of text types to create new understanding; and
- (I) monitor comprehension and make adjustments such as re-reading, using background knowledge, asking questions, annotating, and using outside sources when understanding breaks down.

(5) Response skills: listening, speaking, reading, writing, and thinking using multiple texts. The student responds to an increasingly challenging variety of sources that are read, heard, or viewed. The student is expected to:

- (A) describe personal connections to a variety of sources, including self-selected texts;
- (B) write responses that demonstrate analysis of texts, including comparing texts within and across genres;
- (C) use text evidence and original commentary to support an analytic response;
- (D) paraphrase and summarize texts in ways that maintain meaning and logical order;
- (E) interact with sources in meaningful ways such as notetaking, annotating, freewriting, or illustrating;
- (F) respond using acquired content and academic vocabulary as appropriate;
- (G) discuss and write about the explicit and implicit meanings of text;
- (H) respond orally or in writing with appropriate register and effective vocabulary, tone, and voice;
- (I) reflect on and adjust responses when valid evidence warrants; and
- (J) defend or challenge the authors' claims using relevant text evidence.

(6) Multiple genres: listening, speaking, reading, writing, and thinking using multiple texts-literary elements. The student recognizes and analyzes literary elements within and across increasingly complex traditional, contemporary, classical, and diverse literary texts. The student is expected to:

- (A) analyze relationships among thematic development, characterization, point of view, significance of setting, and plot in a variety of literary texts;

- (B) analyze how characters' behaviors and underlying motivations contribute to moral dilemmas that influence the plot and theme;
 - (C) evaluate how different literary elements shape the author's portrayal of the plot; and
 - (D) analyze how the historical, social, and economic context of setting(s) influences the plot, characterization, and theme.
- (7) Multiple genres: listening, speaking, reading, writing, and thinking using multiple texts-genres. The student recognizes and analyzes genre-specific characteristics, structures, and purposes within and across increasingly complex traditional, contemporary, classical, and diverse texts. The student is expected to:
- (A) read and analyze American literature across literary periods;
 - (B) analyze relationships among characteristics of poetry, including stanzas, line breaks, speaker, and sound devices in poems across a variety of poetic forms;
 - (C) analyze how the relationships among dramatic elements advance the plot;
 - (D) analyze characteristics and structural elements of informational texts such as:
 - (i) clear thesis, strong supporting evidence, pertinent examples, commentary, summary, and conclusion; and
 - (ii) the relationship between organizational design and author's purpose;
 - (E) analyze characteristics and structural elements of argumentative texts such as:
 - (i) clear arguable thesis, appeals, structure of the argument, convincing conclusion, and call to action;
 - (ii) various types of evidence and treatment of counterarguments, including concessions and rebuttals; and
 - (iii) identifiable audience or reader; and
 - (F) analyze the effectiveness of characteristics of multimodal and digital texts.
- (8) Author's purpose and craft: listening, speaking, reading, writing, and thinking using multiple texts. The student uses critical inquiry to analyze the authors' choices and how they influence and communicate meaning within a variety of texts. The student analyzes and applies author's craft purposefully in order to develop his or her own products and performances. The student is expected to:
- (A) analyze the author's purpose, audience, and message within a text;
 - (B) evaluate use of text structure to achieve the author's purpose;
 - (C) evaluate the author's use of print and graphic features to achieve specific purposes;
 - (D) evaluate how the author's use of language informs and shapes the perception of readers;
 - (E) evaluate the use of literary devices such as paradox, satire, and allegory to achieve specific purposes;
 - (F) evaluate how the author's diction and syntax contribute to the mood, voice, and tone of a text; and

- (G) analyze the effects of rhetorical devices and logical fallacies on the way the text is read and understood.
- (9) Composition: listening, speaking, reading, writing, and thinking using multiple texts--writing process. The student uses the writing process recursively to compose multiple texts that are legible and use appropriate conventions. The student is expected to:
 - (A) plan a piece of writing appropriate for various purposes and audiences by generating ideas through a range of strategies such as brainstorming, journaling, reading, or discussing;
 - (B) develop drafts into a focused, structured, and coherent piece of writing in timed and open-ended situations by:
 - (i) using strategic organizational structures appropriate to purpose, audience, topic, and context; and
 - (ii) developing an engaging idea reflecting depth of thought with effective use of rhetorical devices, details, examples, and commentary;
 - (C) revise drafts to improve clarity, development, organization, style, diction, and sentence fluency, both within and between sentences;
 - (D) edit drafts to demonstrate a command of standard English conventions using a style guide as appropriate; and
 - (E) publish written work for appropriate audiences.
- (10) Composition: listening, speaking, reading, writing, and thinking using multiple texts--genres. The student uses genre characteristics and craft to compose multiple texts that are meaningful. The student is expected to:
 - (A) compose literary texts such as fiction and poetry using genre characteristics and craft;
 - (B) compose informational texts such as explanatory essays, reports, resumes, and personal essays using genre characteristics and craft;
 - (C) compose argumentative texts using genre characteristics and craft;
 - (D) compose correspondence in a professional or friendly structure;
 - (E) compose literary analysis using genre characteristics and craft; and
 - (F) compose rhetorical analysis using genre characteristics and craft.
- (11) Inquiry and research: listening, speaking, reading, writing, and thinking using multiple texts. The student engages in both short-term and sustained recursive inquiry processes for a variety of purposes. The student is expected to:
 - (A) develop questions for formal and informal inquiry;
 - (B) critique the research process at each step to implement changes as needs occur and are identified;
 - (C) develop and revise a plan;
 - (D) modify the major research question as necessary to refocus the research plan;
 - (E) locate relevant sources;
 - (F) synthesize information from a variety of sources;
 - (G) examine sources for:

- (i) credibility, bias, and accuracy; and
- (ii) faulty reasoning such as post hoc-ad hoc, circular reasoning, red herring, and assumptions;
- (H) display academic citations, including for paraphrased and quoted text, and use source materials ethically to avoid plagiarism; and
- (I) use an appropriate mode of delivery, whether written, oral, or multimodal, to present results.

Source: The provisions of this §110.38 adopted to be effective November 12, 2017, 42 TexReg 6148.

APPENDIX B

Texas Essential Knowledge and Skills for Mathematics

§111.40. Algebra II, Adopted 2012 (One-Half to One Credit). Effective SY 2015-2016

- (a) General requirements. Students shall be awarded one-half to one credit for successful completion of this course. Prerequisite: Algebra I.
- (b) Introduction.
 - (1) The desire to achieve educational excellence is the driving force behind the Texas essential knowledge and skills for mathematics, guided by the college and career readiness standards. By embedding statistics, probability, and finance, while focusing on fluency and solid understanding, Texas will lead the way in mathematics education and prepare all Texas students for the challenges they will face in the 21st century.
 - (2) The process standards describe ways in which students are expected to engage in the content. The placement of the process standards at the beginning of the knowledge and skills listed for each grade and course is intentional. The process standards weave the other knowledge and skills together so that students may be successful problem solvers and use mathematics efficiently and effectively in daily life. The process standards are integrated at every grade level and course. When possible, students will apply mathematics to problems arising in everyday life, society, and the workplace. Students will use a problem-solving model that incorporates analyzing given information, formulating a plan or strategy, determining a solution, justifying the solution, and evaluating the problem-solving process and the reasonableness of the solution. Students will select appropriate tools such as real objects, manipulatives, paper and pencil, and technology and techniques such as mental math, estimation, and number sense to solve problems. Students will effectively communicate mathematical ideas, reasoning, and their implications using multiple representations such as symbols, diagrams, graphs, and language. Students will use mathematical relationships to generate solutions and make connections and predictions. Students will analyze mathematical relationships to connect and communicate mathematical ideas. Students will display, explain, or justify mathematical ideas and arguments using precise mathematical language in written or oral communication.
 - (3) In Algebra II, students will build on the knowledge and skills for mathematics in Kindergarten-Grade 8 and Algebra I. Students will broaden their knowledge of quadratic functions, exponential functions, and systems of equations. Students will study logarithmic, square root, cubic, cube root, absolute value, rational functions, and their related equations. Students will connect functions to their inverses and associated equations and solutions in both mathematical and real-world situations. In addition, students will extend their knowledge of data analysis and numeric and algebraic methods.
 - (4) Statements that contain the word "including" reference content that must be mastered, while those containing the phrase "such as" are intended as possible illustrative examples.
- (c) Knowledge and skills.
 - (1) Mathematical process standards. The student uses mathematical processes to acquire and demonstrate mathematical understanding. The student is expected to:
 - (A) apply mathematics to problems arising in everyday life, society, and the workplace;

- (B) use a problem-solving model that incorporates analyzing given information, formulating a plan or strategy, determining a solution, justifying the solution, and evaluating the problem-solving process and the reasonableness of the solution;
 - (C) select tools, including real objects, manipulatives, paper and pencil, and technology as appropriate, and techniques, including mental math, estimation, and number sense as appropriate, to solve problems;
 - (D) communicate mathematical ideas, reasoning, and their implications using multiple representations, including symbols, diagrams, graphs, and language as appropriate;
 - (E) create and use representations to organize, record, and communicate mathematical ideas;
 - (F) analyze mathematical relationships to connect and communicate mathematical ideas; and
 - (G) display, explain, or justify mathematical ideas and arguments using precise mathematical language in written or oral communication.
- (2) Attributes of functions and their inverses. The student applies mathematical processes to understand that functions have distinct key attributes and understand the relationship between a function and its inverse. The student is expected to:
- (A) graph the functions $f(x)=\sqrt{x}$, $f(x)=1/x$, $f(x)=x^3$, $f(x)=3\sqrt{x}$, $f(x)=bx$, $f(x)=|x|$, and $f(x)=\log_b(x)$ where b is 2, 10, and e , and, when applicable, analyze the key attributes such as domain, range, intercepts, symmetries, asymptotic behavior, and maximum and minimum given an interval;
 - (B) graph and write the inverse of a function using notation such as $f^{-1}(x)$;
 - (C) describe and analyze the relationship between a function and its inverse (quadratic and square root, logarithmic and exponential), including the restriction(s) on domain, which will restrict its range; and
 - (D) use the composition of two functions, including the necessary restrictions on the domain, to determine if the functions are inverses of each other.
- (3) Systems of equations and inequalities. The student applies mathematical processes to formulate systems of equations and inequalities, use a variety of methods to solve, and analyze reasonableness of solutions. The student is expected to:
- (A) formulate systems of equations, including systems consisting of three linear equations in three variables and systems consisting of two equations, the first linear and the second quadratic;
 - (B) solve systems of three linear equations in three variables by using Gaussian elimination, technology with matrices, and substitution;
 - (C) solve, algebraically, systems of two equations in two variables consisting of a linear equation and a quadratic equation;
 - (D) determine the reasonableness of solutions to systems of a linear equation and a quadratic equation in two variables;
 - (E) formulate systems of at least two linear inequalities in two variables;
 - (F) solve systems of two or more linear inequalities in two variables; and

- (G) determine possible solutions in the solution set of systems of two or more linear inequalities in two variables.
- (4) Quadratic and square root functions, equations, and inequalities. The student applies mathematical processes to understand that quadratic and square root functions, equations, and quadratic inequalities can be used to model situations, solve problems, and make predictions. The student is expected to:
- (A) write the quadratic function given three specified points in the plane;
 - (B) write the equation of a parabola using given attributes, including vertex, focus, directrix, axis of symmetry, and direction of opening;
 - (C) determine the effect on the graph of $f(x) = \sqrt{x}$ when $f(x)$ is replaced by $af(x)$, $f(x) + d$, $f(bx)$, and $f(x - c)$ for specific positive and negative values of a , b , c , and d ;
 - (D) transform a quadratic function $f(x) = ax^2 + bx + c$ to the form $f(x) = a(x - h)^2 + k$ to identify the different attributes of $f(x)$;
 - (E) formulate quadratic and square root equations using technology given a table of data;
 - (F) solve quadratic and square root equations;
 - (G) identify extraneous solutions of square root equations; and
 - (H) solve quadratic inequalities.
- (5) Exponential and logarithmic functions and equations. The student applies mathematical processes to understand that exponential and logarithmic functions can be used to model situations and solve problems. The student is expected to:
- (A) determine the effects on the key attributes on the graphs of $f(x) = bx$ and $f(x) = \log_b(x)$ where b is 2, 10, and e when $f(x)$ is replaced by $af(x)$, $f(x) + d$, and $f(x - c)$ for specific positive and negative real values of a , c , and d ;
 - (B) formulate exponential and logarithmic equations that model real-world situations, including exponential relationships written in recursive notation;
 - (C) rewrite exponential equations as their corresponding logarithmic equations and logarithmic equations as their corresponding exponential equations;
 - (D) solve exponential equations of the form $y = ab^x$ where a is a nonzero real number and b is greater than zero and not equal to one and single logarithmic equations having real solutions; and
 - (E) determine the reasonableness of a solution to a logarithmic equation.
- (6) Cubic, cube root, absolute value and rational functions, equations, and inequalities. The student applies mathematical processes to understand that cubic, cube root, absolute value and rational functions, equations, and inequalities can be used to model situations, solve problems, and make predictions. The student is expected to:
- (A) analyze the effect on the graphs of $f(x) = x^3$ and $f(x) = 3\sqrt{x}$ when $f(x)$ is replaced by $af(x)$, $f(bx)$, $f(x - c)$, and $f(x) + d$ for specific positive and negative real values of a , b , c , and d ;
 - (B) solve cube root equations that have real roots;
 - (C) analyze the effect on the graphs of $f(x) = |x|$ when $f(x)$ is replaced by $af(x)$, $f(bx)$, $f(x - c)$, and $f(x) + d$ for specific positive and negative real values of a , b , c , and d ;

- (D) formulate absolute value linear equations;
 - (E) solve absolute value linear equations;
 - (F) solve absolute value linear inequalities;
 - (G) analyze the effect on the graphs of $f(x) = 1/x$ when $f(x)$ is replaced by $af(x)$, $f(bx)$, $f(x-c)$, and $f(x) + d$ for specific positive and negative real values of a , b , c , and d ;
 - (H) formulate rational equations that model real-world situations;
 - (I) solve rational equations that have real solutions;
 - (J) determine the reasonableness of a solution to a rational equation;
 - (K) determine the asymptotic restrictions on the domain of a rational function and represent domain and range using interval notation, inequalities, and set notation; and
 - (L) formulate and solve equations involving inverse variation.
- (7) Number and algebraic methods. The student applies mathematical processes to simplify and perform operations on expressions and to solve equations. The student is expected to:
- (A) add, subtract, and multiply complex numbers;
 - (B) add, subtract, and multiply polynomials;
 - (C) determine the quotient of a polynomial of degree three and of degree four when divided by a polynomial of degree one and of degree two;
 - (D) determine the linear factors of a polynomial function of degree three and of degree four using algebraic methods;
 - (E) determine linear and quadratic factors of a polynomial expression of degree three and of degree four, including factoring the sum and difference of two cubes and factoring by grouping;
 - (F) determine the sum, difference, product, and quotient of rational expressions with integral exponents of degree one and of degree two;
 - (G) rewrite radical expressions that contain variables to equivalent forms;
 - (H) solve equations involving rational exponents; and
 - (I) write the domain and range of a function in interval notation, inequalities, and set notation.
- (8) Data. The student applies mathematical processes to analyze data, select appropriate models, write corresponding functions, and make predictions. The student is expected to:
- (A) analyze data to select the appropriate model from among linear, quadratic, and exponential models;
 - (B) use regression methods available through technology to write a linear function, a quadratic function, and an exponential function from a given set of data; and
 - (C) predict and make decisions and critical judgments from a given set of data using linear, quadratic, and exponential models.

Source: The provisions of this §111.40 adopted to be effective September 10, 2012, 37 TexReg 7109