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

REQUEST FOR PROPOSAL (RFP)

RFP No: 701-19-001

Texas Educator Certification Examination Program

Authorized by TEC §21.031 and 21.048

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

WITHOUT EXCEPTION - PROPOSAL MUST BE TIME AND DATE STAMPED BY THE TEA PURCHASING, CONTRACTS AND AGENCY SERVICES DIVISION OFFICE BEFORE:

Friday, December 15, 2017 - 2:00 P.M., C.T.

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

Pursuant to Texas Government Code §§2151.004(d) and 2155.131, the Office of the Comptroller of Public Accounts has delegated authority to the Texas Education Agency (TEA) to conduct this Solicitation and to award a contract for the purposes stated herein.

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

All proposals must be delivered to TEA Purchasing, Contracts and Agency Services (PCAS) Division as required by the instructions within this Solicitation. All addenda to and interpretation of this Solicitation shall be in writing. The state shall not be legally bound by an addenda or interpretation that is not in writing.

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

NOTE: Failure to formalize the terms of the proposal by signing the *Execution of Offer, Contract Terms and Conditions and Affirmations* will result in disqualification of the offer contained within the proposal. **Proposers must indicate in writing and offer alternative language to any Contract Terms and Conditions that are not feasible with the submission of the proposal to this Solicitation**. If a proposal is signed and submitted without including a specific identification of all Contract Terms and Conditions to which Proposer takes exception, TEA will not negotiate the Contract Terms and Conditions and reserves the right to commence negotiations with other proposers.

TABLE OF CONTENTS

Page

SECTION ONE: INTRODUCTION AND PURPOSE

1.1 PURPOSE OF THE REQUEST FOR PROPOSAL (RFP) 4
1.2 BACKGROUND INFORMATION 4
1.3 CONTRACT TERM/OPTION TO EXTEND 5
1.4 BUDGET 5
1.5 PROJECT DESCRIPTION AND REQUIREMENTS 6

SECTION TWO: GENERAL INSTRUCTIONS AND STANDARD PROPOSAL REQUIREMENTS

2.1 PROPOSAL SUBMISSION, DATE, AND TIME 29
2.2 EXPECTED SEQUENCE OF EVENTS/CRITICAL DATES 30
2.3 QUESTIONS RECEIVED PRIOR TO OPENING OF PROPOSALS 30
2.4 STANDARD PROPOSAL REQUIREMENTS 31
2.5 STATE NOT RESPONSIBLE FOR PREPARATION COSTS 32
2.6 DISCLOSURE OF PROPOSAL CONTENT 32
2.7 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PLAN 32
2.8 CONFLICT OF INTERESTS 34
2.9 CERTIFICATE OF INTERESTED PARTIES 34

SECTION THREE: PROPOSAL FORMAT AND CONTENT

3.1 PROPOSAL FORMAT AND CONTENT 36
3.2 UNDERSTANDING OF THE PROJECT AND METHODOLOGY 36
3.3 MANAGEMENT PLAN FOR THE PROJECT 36
3.4 TASK ACTIVITY PLAN 37
3.5 COST PROPOSAL 37
3.6 PROPOSER'S FINANCIAL RESPONSIBILITY 38

SECTION FOUR: REVIEW OF PROPOSALS

4.1 REVIEW OF PROPOSALS 39
4.2 SELECTION CRITERIA 39

SECTION FIVE: CONTRACTUAL REQUIREMENTS

5.1 CONTRACTOR'S PROPOSAL 41
5.2 PROJECT REVIEW REQUIREMENT 41
5.3 ADDITIONAL PROJECT REQUIREMENTS 41
5.4 PAYMENT 41

SECTION SIX: ATTACHMENTS

ATTACHMENT A – NOTICE OF INTENT TO SUBMIT A PROPOSAL

ATTACHMENT B – EXECUTION OF OFFER, CONTRACT TERMS AND CONDITIONS, AFFIRMATIONS AND PROPOSAL PREFERENCES

ATTACHMENT C – HUB SUBCONTRACTING PLAN (HSP) – SEPARATE DOCUMENT

ATTACHMENT D – SAMPLE 1295 FORM

ATTACHMENT E – SUGGESTED FORMAT FOR PROPOSAL COVER PAGE

ATTACHMENT F – SCHEDULE OF TASK COMPLETION

ATTACHMENT G – PRICING SHEETS

ATTACHMENT H – SUGGESTED FORMAT FOR BUDGET SUMMARY AND EXPENDITURE REPORT

ATTACHMENT I – GLOSSARY OF TERMS AND DEFINITIONS

SECTION SEVEN: APPENDICES

APPENDIX I – 2016-17 TEXAS CERTIFICATION TESTS

APPENDIX II – TOTAL TEST REGISTRATIONS AND ADMINISTRATIONS

APPENDIX III – PPR STANDARDS FOR EC-3, 4-8, 7-12: DRAFT VERSION

APPENDIX IV – EARLY CHILDHOOD: PK-3 STANDARDS – DRAFT VERSION

APPENDIX V – TEXAS TEST ITEM PORTFOLIO

APPENDIX VI – SCORE REPORTING SERVICES

APPENDIX VII – EXAM ELIGIBILITY SERVICE

APPENDIX VIII – EDUCATOR DEMOGRAPHIC UPDATE SERVICE

APPENDIX IX – ADDITIONAL SERVICES AND PRODUCTS

SECTION ONE: INTRODUCTION AND PURPOSE

1.1 PURPOSE OF THE REQUEST FOR PROPOSAL (RFP)

It is the intent of the Texas Education Agency (TEA) to solicit proposals to provide development and administration of Texas educator certification examinations in accordance with all requirements stated herein. This Request for Proposal (RFP) relates to activities conducted to test educators in Texas for certification, including but not limited to the Texas Examinations of Educator Standards (TExES), Texas Examinations for Master Teachers (TExMaT), Texas Assessment of Sign Communications (TASC), TASC-American Sign Language (TASC-ASL), and other current assessments or certification examinations.

Eligible proposers are nonprofit organizations, institutions of higher education, private companies, departments of education, and regional education service centers. Proposers may choose to collaborate in responding to this RFP. No language included herein is intended to prohibit such collaboration.

Proposers may bid on one or more of the components listed in 1.5 below in accordance with all requirements stated herein. Though proposers may choose to respond only to selected components outlined in this RFP, proposers should take into consideration the scope of work of the entire RFP when determining which components they might wish to respond to separately. Proposers may also respond to the RFP in its entirety. Proposers who respond to multiple components in this RFP shall address each component separately in the proposal. Further to ensure that an equitable comparison between proposers can be made, each component on which a proposer is bidding shall be priced out separately using the Pricing Sheets found in Attachment G.

Whether a proposer bids in part or whole, the Agency reserves the right to select a contractor on a component-by-component basis or subcomponent basis. As such, for each component on which a proposer bids, the proposal shall address how coordination with the Agency and across contractors shall be conducted for that component to ensure that each activity fits together seamlessly with all other activities. If the work is conducted by multiple contractors, assurances shall be provided to acknowledge that the contractor will work cooperatively as specified by TEA to ensure that the certification examination program will be coherent and manageable and will meet required timelines.

1.2 BACKGROUND INFORMATION

Texas Education Code (TEC) §21.031 mandates that the State Board for Educator Certification (SBEC) shall ensure that all candidates for certification demonstrate the knowledge and skills necessary to improve the performance of the diverse student population of Texas. The law further requires the SBEC to propose rules prescribing comprehensive examinations for each class of certificate issued by the SBEC (TEC §21.048). Texas Administrative Code §230.21(a) requires every person seeking educator certification in Texas to perform satisfactorily on comprehensive tests. The purpose of these tests is to ensure that each educator has the prerequisite content and professional knowledge, skills, and abilities necessary for an entry-level position in Texas public schools and has the capability of becoming a highly effective educator. The assessment programs described below were developed for this purpose.

The Texas Examinations of Educator Standards (TExES) are criterion-referenced examinations designed to measure a candidate's knowledge in relation to an established criterion rather than to the performance of other candidates. The educator standards and the Texas Essential Knowledge and Skills (TEKS) form the foundation for the TExES tests.

The Texas Examinations for Master Teachers (TExMaT) program was created in response to legislation passed in 1999 (House Bill 2307) that required the creation of the Master Reading Teacher (MRT) Certificate, the development of standards for the certificate, and the development of a Master Reading Teacher test. The MRT test was the first test to be offered in the TExMaT program. In 2001 the Texas legislature passed legislation that created two additional categories of Master Teacher Certificates: the Master Mathematics Teacher (MMT) Certificates (Early Childhood-Grade 4, Grades 4-8, and Grades 8-12) and the Master Technology Teacher (MTT) Certificate. Tests for these

certificates were first administered beginning June 28, 2003. In 2003 the Texas Legislature created the Master Science Teacher (MST) Certificates for Early Childhood-Grade 4, Grades 4-8, and Grades 8-12. Tests for these certificates were first administered beginning October 21, 2006.

The Texas Assessment of Sign Communication (TASC) and Texas Assessment of Sign Communication-American Sign Language (TASC-ASL) are extensions of the TExES program for certification in specific areas. The TASC is for candidates who plan to teach students who are deaf or hard-of-hearing. The TASC assesses sign communication proficiency within one or more of several sign communication systems used in Texas classrooms. The TASC-ASL is for candidates who plan to teach ASL as a language other than English. The TASC-ASL assesses proficiency in American Sign Language (ASL) exclusively.

The TASC and TASC-ASL use an interview format. An experienced interviewer conducts a 20-minute, one-on-one conversational interview with a candidate. The interview is videotaped, and the videotape is viewed by scorers who rate the candidate's expressive and receptive sign communication proficiency. Candidates respond to signed questions that allow them to demonstrate their proficiency in signed communication. Each candidate's sign communication proficiency is measured against an established standard of competence. Candidates are not rated based on the content of their responses, but rather on how well they are able to communicate their ideas and understand the interviewer.

Some educator certification tests are currently administered by other test vendors. The American Council on the Teaching of Foreign Languages (ACTFL), through its testing division, Language Testing International (LTI), administers oral and written tests in a number of languages for Texas teachers for use with Bilingual Education and Languages Other Than English (LOTE) certificates. The American Association of Family and Consumer Sciences (AAFCS) administers the tests required for the Family and Consumer Sciences (FCS); FCS: Hospitality, Nutrition, and Food Sciences; and FCS: Human Development and Family Studies certificates. A complete listing of all tests administered by these vendors in 2016-17 is shown in Appendix I.

During the 2015-16 testing year, approximately 152,000 certification tests were administered. A breakdown of the number of TExES, TExMaT, TASC, and TASC-ASL test administrations is shown in Appendix II as well as the total number of registrations during the 2015-16 testing year.

Texas Education Code §21.048 limits candidates to five attempts for any educator certification examination. Since the September 1, 2015 effective date of this new law, test administration volumes have remained relatively flat. Test volumes for the 2016-17 testing year are shown in Appendix II and are down slightly overall compared with the 2015-16 testing year.

1.3 CONTRACT TERM/OPTION TO EXTEND

The term of any contract resulting from this RFP shall be from contract award until August 31, 2022. TEA, at its own discretion, may extend any contract awarded pursuant to this RFP for up to two additional fiscal years under the same or different terms subject to appropriation of funds by the Texas Legislature for this project. If renewed, the first renewal period shall be from September 1, 2022 through August 31, 2023; and the second renewal period shall be from September 1, 2023 through August 31, 2024. In the event of multiple contractor awards, the decision to extend shall be made separately for each contractor.

1.4 BUDGET

There are no state funds allocated to the resulting contract(s). Examination fees are paid by individual candidates/educators or school districts on behalf of the candidates/educators. Proposers will include a menu of proposed fees, including fees for certification tests sufficient to meet all contractual requirements. Currently, most TExES, TexMaT, and TASC tests are $131, except for the Core Subjects single-subject examinations, Tests 801-809, which are $65. Eleven ($11) of each examination fee currently remits to TEA. The current test fees and related services fees are listed in each test registration bulletin.

The contractor will manage educator certification test fee payments through the Texas.gov system. Proposals must include additional proposed charges for services to candidates or educator preparation programs.

Proposers shall complete the Pricing Sheets (see Attachment G) in accordance with the requirements of Section 3.5 of this Request for Proposal. The successful bidder shall submit monthly invoices as specified by TEA to collect contractor's portion of test registration fees for tests administered and other test-related fees, including test cancellations and no-shows.

All travel reimbursements/payments made in the performance of this contract shall be made in accordance with Texas Government Code Chapter 660, General Appropriations Act, Article IX, Part 5, and Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22.(https://fmx.cpa.state.tx.us/fmx/travel/textravel/index.php).

1.5 PROJECT DESCRIPTION AND REQUIREMENTS

Proposers shall plan for a project starting date of September 1, 2018, and an ending date of no later than August 31, 2022. Proposers shall describe the products and services to be delivered for each component of the Texas Educator Certification Assessment Program as stated below.

Proposers may bid on one or more of the four components specified in 1.5.1 Pedagogy and Professional Responsibilities Tests, 1.5.2 Administrator and Student Services Tests, 1.5.3 Non-CTE Teacher Tests, and 1.5.4 CTE Teacher Tests. The proposal must address the General Requirements listed below as well as the requirements specified in 1.5.5 Examination Development; 1.5.6 Test Administration, Scoring, and Reporting; and 1.5.7 Customer Support and Client Services. Proposers must refer to the appropriate section of the RFP for detailed information on each requirement.

TEA requires the selected contractor(s) to be prepared to modify or broaden the scope, subject areas, and examination development or to implement other changes in this project as required by legislation or action by SBEC, the State Board of Education (SBOE), or the Commissioner of Education. Contract terms will allow the Agency to modify the contract as needed to meet additional mandates. Proposers are therefore advised to consider this requirement given the likelihood of changes to the program over the four-year contract period, which may include all areas of examination development, administration, scoring, reporting, customer support, and client services.

Additional information about examinations and certification requirements is provided on the TEA website and in the current registration bulletins and preparation manuals for the examinations. Please note that the information in current materials is not intended to limit or in any way guide a proposer in the development of a proposal, except in certain aspects of the current programs which are specified in this RFP (e.g., certain characteristics, such as established TExES specifications, must be maintained temporarily or throughout the contract period for consistency, validity, psychometric quality, legal defensibility, and other purposes). Proposers are encouraged to recommend creative and innovative methods and processes for implementing a high quality, legally-defensible examination program for TEA examination development activities conducted under this RFP, and plans must include the comprehensive participation of stakeholders.

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

GENERAL REQUIREMENTS

1. Line of Authority

   The contractor shall answer directly to the director for Educator Certification and Testing and be under the general oversight of the educator testing manager for Educator Certification and Testing, the Associate Commissioner for Educator Leadership and Quality, the Deputy Commissioner of Educator Support, and the Commissioner of Education.

2. Equity Assurance

The SBEC and TEA staff are committed to ensuring equity and access in all aspects of the Texas Educator Certification Assessment Program. Proposer shall demonstrate how this commitment will be embodied in all activities conducted under this RFP. All activities shall comply with or exceed appropriate ethical and legal guidelines, including but not limited to the Americans with Disabilities Act (ADA) and American Psychological Association (APA) standards.

An Equity Assurance Process designed to review examination frameworks, all examination items, other materials, and policies shall be implemented as appropriate. Proposer shall ensure this process is focused specifically on issues and content related to fairness and equal opportunity for all candidates and educators regardless of ethnicity, gender, disability, income level, geographical background, and all other individual characteristics. TEA shall approve this process.

3. Security Requirements

TEA is mandated by both federal and state law to incorporate security into all its information systems. The selected vendor is expected to exhibit due diligence in assuring the confidentiality, integrity, and legitimate availability of sensitive and protected data. Such data may include, but is not limited to, enterprise and business information, customer and student information, regular and contract employee records, and personal information covered by privacy laws.

Appropriate administrative, technical, and physical security controls must be incorporated at all relevant stages of data storage, processing, transmission, and destruction. This is to accomplish the overall information security objective of mitigating risk, both directly and indirectly, to any TEA-managed or business partner-managed information resource.

TEA and its business partners are required to comply with Texas HB8 (85R), codified in Texas Government Code, Sec. 2054.516, requiring all state agency websites or applications that process sensitive personal information or confidential information be subjected to vulnerability and penetration testing, and address any vulnerability identified.

Vendor agrees to provide secure configuration guidelines that fully describe all security-relevant configuration options and their implications for the overall security of the software. The guidelines shall include a full description of dependencies on the supporting platform, including operating system, web server, and application server, and how they should be configured for security.

The following sample list of requirements is given to exemplify best application and development practices.

a. Usage-limiting techniques and other protective countermeasures wherever a denial-of-service or automated attack vulnerability is clearly inherent in the architecture.

b. Sufficiently strong encryption, according to industry standards, wherever confidential data is at rest or traverses a network.

c. Effective error handling that does not return unnecessarily verbose messages to the user that could be used to gain insight into application internals or other privileged processes or data.

Vendor will notify TEA immediately upon learning of any actual or suspected security breach or denial-of-service attack. A security breach is an incident in which sensitive, protected or confidential data may have been viewed, stolen, altered, or used by an individual unauthorized to do so. A denial-of-service attack is a cyber-attack where the perpetrator seeks to make a machine or network resource unavailable to its intended users by temporarily or indefinitely disrupting services of a host connected to the Internet.

The proposer shall describe General Security controls implemented in Vendor's systems and staff as follows:

a. Describe the access controls used by the systems, including password strengths and role-based controls.

b. Describe any separation-of-duties policies that exist for staff supporting the systems.

c. Describe the virus protection, intrusion detection, patch management, and vulnerability testing strategies.

d. Describe the security breach processes.

Periodically throughout the contract(s), TEA will conduct Web Application Vulnerability Assessments to validate Family Educational Rights and Privacy Act (FERPA) standards compliance. Remediation of FERPA compliance standards shall be conducted in a timeframe agreed to by all parties.

Vendor agrees to provide secure configuration guidelines that fully describe all security-relevant configuration options and their implications for the overall security of the software. The guidelines shall include a full description of dependencies on the supporting platform, including operating system, web server, and application server, and how they should be configured for security. The default configuration of the software shall be secure. The following sample list of requirements is given to exemplify best application and development practices:

a. Usage-limiting techniques and other protective countermeasures wherever a denial-of-service or automated attack vulnerability are clearly inherent in the architecture. Notify TEA in the event of any attack.

b. Sufficiently strong encryption, according to industry standards, wherever confidential data traverses a public network

c. Data encryption methodology for data at rest

d. Data encryption methodology for data in transit

e. Data backup policies, both onsite and offsite

f. Effective error handling that does not return unnecessarily verbose messages to the user that could be used to gain insight into application internals or other privileged processes or data

g. Protections against user input generating output that is susceptible to cross-site scripting attacks

The contractor shall also be responsible for ensuring that provisions for digital fingerprinting and photographs at examination sites are maintained in a secure and equitable manner. The proposal must detail the security procedures necessary for this project. The contractor shall be responsible for security of the tests, test items, and supporting information and data. Breaches in security or compromises of tests or test items are the sole responsibility of the contractor. The contractor shall make the TEA test portfolio whole by recreating compromised tests or test items at no additional charge to the Agency.

4. Statutory Obligations

This RFP is in response to SBEC's obligation to fulfill the requirements specified in Texas Education Code (TEC) §21.031, TEC §21.048, and TEC §21.045 as they relate to improving student performance, educator certification testing, and accountability requirements. As such, the contractor is legally responsible to comply with all TEC requirements as they relate to any program or function that the contractor is to fulfill as part of the educator certification examination program contract.

5. Ownership

Contractual requirements concerning ownership are stated in Attachment B of this RFP. TEA shall own all contract deliverables and intellectual property created by the contractor(s) and any subcontractors under the terms of this RFP. Refer to paragraph I of the General Provisions to the TEA Standard Contract for further clarification (Attachment B). All products, processes, or ideas developed, manufactured, or offered under a contract awarded in response to this RFP become the property of the State of Texas with exclusive rights of ownership, including rights under patent, copyright, or trade secret law.

In addition, the contractor(s) shall obtain copyrights for TEA on all developed materials. When published writing or art is used on tests, it is the responsibility of the contractor(s) to acquire permission for TEA to use copyrighted material or art. The contractor(s) shall also be responsible for obtaining all appropriate permissions for published writing or art to be released publicly in print and through the Agency and contractor websites. The proposal shall detail the process to be used to obtain such permissions for all phases of test development.

If the proposer uses well-established tests or items owned by the vendor or from third-party vendors that are administered in other jurisdictions, TEA will not own those tests/items. However, TEA will own items and revisions to vendor-owned and third-party items to the extent they are improved using Texas' resources.

6. Risk Mitigation and Business Continuity Planning

Due to the critical nature and dependency upon delivery dates and to the public impact that would result from failure to meet these dates, the contractor shall negotiate timelines for upgrades to systems and hardware and/or upgrades and/or new versions of software directly used in production and/or delivery of all contracted products that have the potential to impact the delivery of contracted products and that were not specifically initiated at the request of TEA. This prior notice does not include standard office suite or office productivity software necessary for interoffice communication and/or project management. It is specific to hardware and software used to store and/or deliver contracted products.

The contractor shall be required to present and follow a business continuity plan detailing disaster recovery processes for hardware and software used to store and/or deliver contracted products. This detailed plan shall adhere to standards and policies for business continuity planning and disaster recovery planning. The responsive bidder shall detail continuing improvement processes that limit the chances of repeated systems failure. The continuity plan shall outline how the vendor will continue business operations during a disaster event, while the disaster recovery plan shall detail the processes and resources for hardware and software used to store and/or deliver contracted products and services.

A plan shall be outlined and costs provided as part of this proposal to address any specific proprietary hardware and software (including delivery platforms for assessments, item banks, and training modules, for example) used to store and/or deliver contracted products under this RFP. Specifically, if a contractor is not successful in bidding on a subsequent contract, a plan shall be outlined to ensure a seamless transition to new hardware and software to deliver products contracted for by TEA. This seamless transition may require, for example, the ability of a new contractor to lease proprietary hardware/software on an interim basis until new systems are developed to deliver contracted products. These plans shall be considered dynamic documents such that any changes to policy and/or procedures shall require agreement and sign-off by both parties prior to implementation.

7. Secure Storage and Document Retention

The contractor shall provide for security and confidentiality of all testing materials and test results. Contractor shall provide a plan to assure that all contractor employees have signed an agreement of confidential handling of TEA data, including educator information, examination results, and stakeholder meeting dialogue. The contractor shall implement all necessary safeguards to prevent confidential information from being stolen, hacked, or otherwise misused or misappropriated. All Agency confidential information requires a degree of protection, and

measures shall be taken to protect these resources against unauthorized use, accidental or intentional damage or loss, accidental or unauthorized disclosure, modification, or destruction, as well as to ensure the security, reliability, integrity, and availability of information. Contractor will be expected to comply with the Texas Administrative Code (TAC) Title 1, Section §202, Information Security Standards.

In addition, the contractor shall be responsible for maintaining archives of documents, digitally and/or in hard copy, produced for the assessment program through the completion of the contract. Documents include but are not limited to registration bulletins, reports, item review books, field-test materials, technical manuals, and other reports. Appropriate archived documents related to the Texas educator certification testing program and currently held by the incumbent contractor shall be transferred to the new contractor selected for the 2018-2022 period. These documents held by the contractor shall be subject to open records laws, including the Public Information Act, and the contractor shall assist the Agency with responses without cost as required. The proposal shall detail the system the contractor shall use to maintain, locate, and transfer these archived documents as necessary.

8. Quality Control

The proposal must describe in detail the processes the contractor shall use to ensure quality control of the aspects of the certification testing program for which the contractor is directly responsible or which require coordination across contractors or subcontractors. The contractor shall provide a detailed plan to establish standards and procedures and a methodology for routine, periodic internal and external audits, the results of which shall be shared with TEA.

The contractor shall maintain the highest standards of quality control to ensure that all required services and deliverables are provided within the timelines established by TEA. The contractor shall provide a detailed plan to establish standards and procedures of quality control for all aspects of the services to be provided in this contract, including but not limited to psychometric services; the development and management of an annual work plan; the management, storage, and delivery of data; and the development and preparation of public documents, both technical and nontechnical. Procedures should follow industry standards, such as those outlined in the Malcolm Baldridge Quality Award or the most current version of the ISO 9000 series of quality management standards.

The proposal shall describe the process the contractor would put in place to develop and propose solutions to resolve problems that may arise. The contractor shall be prepared to take the actions deemed necessary by TEA to correct problems as appropriate. Proposals must include a contingency plan that specifies the types of actions to be taken to accelerate projects as warranted, the additional resources to be used, and evidence of the contractor's capacity and flexibility to carry out these emergency actions in a comprehensive and timely manner while maintaining project quality standards.

TEA shall be granted access to any online tools that a contractor awarded a contract under this RFP has installed for monitoring and reporting service levels related to the contracted work for the Agency's assessment program. If monitoring tools do not exist, TEA shall have the right to place monitoring tools on the production servers and components supporting those systems related to the deliverables for the educator certification examination program. Key TEA staff, as specified by the director of the Educator Certification and Testing Division, shall also be granted user IDs with appropriate access on all production systems used for the delivery of services or products to the Agency's educator certification examination program. Using these systems as well as any other required material associated with contracted work for the educator certification examination program, the Agency reserves the right to audit its contractors for all aspects pertaining to the development and delivery of the contracted services and products, including the timely electronic transfer of data as necessary in a time frame specified by the Agency in production status reports or master calendars. Based on any findings from Agency monitoring or audits, the Agency reserves the right to specify liquidated damages for an Agency assessment contractor for failure

to deliver contracted products or services in Agency-specified time frames spelled out in the annual TEA-approved work plan.

9. Evaluation of Services and Products

   The contractor shall provide all the services and deliverables required by this RFP in accordance with deadlines established by TEA and the contractor as outlined in the annual TEA-approved work plan. All services and deliverables shall be acceptable to TEA according to the specifications set forth in this RFP, status reports, or the annual work plan. Services and products deemed unacceptable by TEA because of failure to meet deadlines or because of poor quality may cause the contractor to owe liquidated damages. The contractor shall outline internal evaluation procedures for ensuring the overall quality of the services and products provided to TEA under the terms of the RFP. TEA reserves the right to audit all services and products of the contractor at any time, including but not limited to all records, invoices, and operations at the contractor's expense.

10. Liquidated Damages

    In the event of a breach of contract (i.e., failure to deliver products or services), the contractor waives all claims to consequential damages, and the liquidated damages clause shall be TEA's exclusive remedy. Though the damages to TEA for breach of contract may be difficult to ascertain, the contractor agrees that the liquidated damages will not be assessed as a penalty, but rather as an estimate by the Agency of the damages incurred by TEA. TEA shall not duplicate or overlap any liquidated damages assessed against a contractor per instance. The cumulative total of liquidated damages related to breach of contract assessed by TEA for which a contractor may be liable shall not exceed 10% of the estimated annual contract value. To the extent any late delivery or untimely performance is caused by or contributed to by the acts or failures to act by TEA or a third party outside the control of the contractor or TEA, liquidated damages shall not be assessed.

11. Critical and Noncritical Deliverables

    It is understood and agreed by the contractor that a timely delivery of services and products, including the transfer of data to TEA, is critical in development and administration of all tests and the publication and delivery of all reports to fulfill all contractual requirements of this contract. In the event that any deliverable or product is not received and accepted by the dates specified by TEA in the master schedule or annual work plan, liquidated damages shall be deducted from the amounts due to the contractor as determined by TEA. For every occurrence or failure of the contractor to deliver an acceptable service or product, the contractor shall be liable to TEA for liquidated damages as follows:

    a. Non-critical deliverables, within defined limits, can take longer to complete than is planned without affecting the contract project. Non-critical deliverables will be identified in the educator certification examination program's master schedule and/or annual TEA-approved work plan. It is agreed for each day work remains undeliverable and accepted (as determined by TEA) beyond the time set for its completion or delivery, the contractor shall be liable to TEA for the sum of $1,000 (One Thousand US Dollars) per calendar day as liquidated damages. Liquidated damages shall be assessed from the date of notice by TEA until the product or service has been delivered and accepted by TEA.

    b. Critical deliverables are defined as those that must be completed or performed and failure to do so result in tests not being administered on time and on schedule. Critical deliverables will be identified in the educator certification examination program's master schedule and/or annual TEA-approved work plan. It is agreed for each day work remains undeliverable and accepted (as determined by TEA) beyond the time specified for its completion or delivery, the contractor shall be liable for the amount specified in the Liquidated Damages Chart for Critical Deliverables. Liquidated damages shall be assessed per calendar day from the date of notice by TEA until successful delivery of the product or service. The specified liquidated damages amounts for critical deliverables

designated in the master schedule or annual TEA-approved work plan are listed below in the Liquidated Damages Chart for Critical Deliverables.

Liquidated Damages for Critical Deliverables

Number of Business Days Elapsed After Due Date Listed in the Annual TEA-Approved Work Plan	**Liquidated Damages in US Dollars (USD)**
First	$2,000 (Two Thousand USD)
Second	$4,000 (Four Thousand USD)
Third	$6,000 (Six Thousand USD)
Fourth	$8,000 (Eight Thousand USD)
Fifth	$10,000 (Ten Thousand USD)
Sixth	$20,000 (Twenty Thousand USD)
Seventh and Each Subsequent Day	$25,000 per day (Twenty-five Thousand USD)

Contractor shall not be held responsible if a deliverable is delayed by an act, negligence, or default on the part of the TEA, public enemy, war, embargo, fire, or explosion not caused by the negligence or intentional act of the contractor or contractor's supplier(s), or by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond the control or fault of the contractor or the contractor's supplier(s). A reasonable extension of time for the delivery of a product or service as TEA deems appropriate may be granted upon receipt of a written request and justification for any extension from the contractor. TEA may also extend the time for performance of the contract or delivery of goods therein specified, at TEA's sole discretion, for good cause shown.

12. Breach of Security for Test Items

It is understood and agreed by the contractor that security and proprietary use of test items and forms must be maintained at all times and are of paramount concern. It is also understood and agreed upon by the contractor that security of test-taker data must be ensured and a security standard such as ISO 27001 be adhered to and enforced at all times. A contractor shall be liable to TEA for liquidated damages related to the security of test items and test taker-level data as follows:

a. For each breach of test content (i.e., test items) resulting from any failure or negligence on the part of the contractor, liquated damages would be calculated per the table below.

Secure Test Item Breach	**Liquidated Damages in US Dollars (USD)**
Severe: A number of secure items* equivalent to 50% or less of one form of a test title exposed	$10,000 (Ten Thousand USD)
Extremely Severe: A number of secure items* equivalent to more than 50% of one form of a test title exposed	$50,000 (Fifty Thousand USD)

*Damages shall be assessed once, regardless of whether or not an item appears on multiple forms.

b. If a breach of confidential test-taker data occurs due to failure or negligence on the part of the contractor, a sum of $100 (One Hundred US Dollars) per compromised test-taker record shall be deducted from amounts due the contractor as liquidated damages.

The cumulative total of liquidated damages relating to a breach of security for test items or test-taker records for which a contractor may be liable shall not exceed, annually, 10% of the estimated total contract amount.

To the extent any breach of test content or confidential test-taker data is caused by or contributed to by the acts or failure to act by TEA or a third party outside the control of the contractor or TEA, liquidated damages shall not be assessed.

13. Service Interruptions of Online Testing

A service interruption is defined as a failure on the part of the contractor to provide access for test takers to log in and/or begin taking and/or complete any test available through a contractor's or subcontractor's online test system during a scheduled test administration. The selected contractor shall not be held liable for service interruptions due to issues caused or contributed to by measures outside the contractor's or subcontractor's control, such as loss of electricity, fire, riot, or war. Test takers affected by service interruptions shall be given priority in rescheduling, compensated appropriately by the contractor for travel expenses, and/or provided with a special test administration to ensure complete satisfaction on the part of the affected test taker.

Service interruptions shall be reported to TEA verbally or by email immediately or as soon as practicable and in written reports on a weekly basis and include pertinent details such as the date, test site location, and cause of the service interruption; the examinations involved; the agreed-upon resolution between contractor and affected test takers; and a plan to ensure prevention of future similar interruptions.

14. Required End-of-Contract Activities

The contractor shall be responsible for end-of-contract activities at completion or termination to ensure the transition from the contractor to a successor contractor or TEA. The contractor's transition activities shall occur smoothly and without disruption to any portion of the educator certification testing program. End-of-contract activities shall include the timely transfer of any educator certification testing program data in a format or formats specified by the Agency and the timely transfer of documents related to the contracted services. End-of-contract transition responsibilities shall also include the following:

a. Providing a detailed draft transition plan prior to contract termination;
b. Modifying the transition plan based on TEA review and resubmitting for approval;
c. Transferring all "Works," including but not limited to data, materials, database access, intellectual property, source code, training materials, access to websites, asset transfer, and maintenance of service commitments in a format or formats prescribed by TEA;
d. Providing technical and professional support to TEA and a successor contractor in support of transition plan;
e. Preparing and submitting final services and deliverables for TEA review, comment, and approval.

15. Performance/Service Level Agreements

a. <u>Service Level Agreement</u>: Must be highly available and support 99.5% uptime 24 hours per day.
b. <u>Browser Standards</u>: Website must be accessible by commonly-used browsers and must be responsive for optimal viewing on mobile devices. Must support full functionality on iPads and tablets or smart phones.
c. <u>Performance Standard</u>: Response time should be1 second or less per webpage.
d. <u>Performance Monitoring</u>
    i. TEA shall be granted access to any monitoring tools that the vendor has installed for monitoring and reporting service levels.

ii. TEA shall be granted system user IDs on the product system for the purpose of running automated scripts against the system/services for monitoring purposes.

iii. TEA shall have the right to place a monitoring agent on the production servers and components supporting the system and services.

16. ADA Compliance

Respondents are required to meet the state web accessibility standards outlined in the Texas Administrative Code Chapter 206. These standards are in alignment with the federal regulations as outlined in Section 508 of the Rehabilitation Act of 1973, as amended in 1998.

Section 508 of the US Rehabilitation Act of 1973 (www.section508.gov) is in the final stages of revision, and will be using the WCAG 2.0 AA Accessibility Guidelines (www.w3.org/WAI/intro/wcag.php) (also ISO/IEC standard 40500) as the new technical standard. TEA is requiring that the WCAG 2.0 AA Accessibility Guidelines be used as the standard for new electronic information resources, which includes online learning, websites, and application.

17. Vendor Data Center Environment

The vendor will provide information fully documenting data centers that support their proposed solutions, including the following:

a. Documentation of the setup of the servers used to support their proposed application(s) that includes an architectural diagram of the IT systems;

b. Location of data center, including if this is a company on-premise or Cloud Vendor location;

c. Description of the physical security controls for the data center;

d. Description of the disaster recovery strategy and locations.

COMPONENTS

The proposer may bid on one or more of the following four components of this RFP. The proposal must address the General Requirements listed above as well as the requirements specified in the applicable component below and in 1.5.5 Examination Development; 1.5.6 Test Administration, Scoring, and Reporting; and 1.5.7 Customer Support and Client Services. Proposers must refer to the appropriate section of the RFP for detailed information on each requirement.

1.5.1 Pedagogy and Professional Responsibilities (PPR) Tests

A. New Test Development/Redesign: The proposal shall include a plan for replacement of the current PPR tests that structures the tests by certification/grade level designations of EC-3, EC-6, 4-8, 7-12, EC-12 and Trade and Industrial Education and that improves the ability to identify and select candidates with the requisite knowledge, skills, and abilities for successful classroom practice. The proposal shall reflect the revised PPR standards (currently in development), the Code of Ethics and Standard Practices for Texas Educators found in 19 TAC §247.2, and other relevant standards and/or rules as appropriate for a beginning teacher. Draft versions of the revised EC-3, 4-8, and 7-12 PPR standards are shown in Appendix III.

The tests must be ready for administration no later than the second year of the contract. The proposer may submit a plan for one or both of the following options:

a) Option 1: Creation of enhanced selected response/constructed response PPR assessments, and/or

b) Option 2: Creation of performance-based PPR assessments.

The standards-based performance assessment must include an authentic, in-depth review of demonstrations of instruction (pedagogy and content pedagogy) and integrate the following elements:

1. Captures the decision-making processes and analyzes the ability of the teacher to appropriately identify rigorous, aligned content and instruct students in the teacher's content area/grade level assignment.
2. Includes demonstrations of instructional practice, submission of student artifacts, and submission of assessments that the teacher uses to measure student learning.
3. Analyzes the ability of the teacher to adjust instruction to meet the needs of students based on contextual factors, knowledge of students, and data.
4. Captures through video or other means the teacher's ability to implement and use specific content pedagogy and research-based instructional strategies to positively impact student learning.
5. Includes a progression of formative tasks focused on growth and feedback, which leads to a summative task.
6. Engages staff of a candidate's EPP, school personnel, and other stakeholders in the assessment process.
7. Includes scoring criteria and feedback that allows a candidate to resubmit components of the performance assessment.

B. Proposer shall continue to maintain the current PPR test item banks; administer, score, and report results; and provide customer support and client services in accordance with 1.5.5 Examination Development; 1.5.6 Test Administration, Scoring, and Reporting; and 1.5.7 Customer Support and Client Services as detailed below until such time that the old tests are phased out and/or replaced with new assessments.

C. Proposer shall complete Pricing Sheet A-1, Pricing Sheet A-2 if submitting a plan for Option 1 described above, and Pricing Sheet A-3 if submitting a plan for Option 2 described above as specified in Pricing Sheet A. Examination Fees: Pedagogy and Professional Responsibilities Tests in Attachment G.

1.5.2 Administrator and Student Services Educator Tests

A. New Test Development/Redesign: The proposal shall include a plan for replacement of the current administrator and/or student services educator tests as specified in 1-6 below:

1. The proposal shall include a plan for replacement of the current Principal examination that will improve the ability to identify and select candidates with the requisite knowledge, skills, and abilities as reflected in the Principal Standards expressed in 19 TAC §241.15 and other relevant standards and/or rules as appropriate for the beginning principal. The test, already in development, must be ready for administration no later than December of 2018. The proposer may submit a plan for one or both of the following options:

   a) Option 1: Creation of an enhanced selected response/constructed response Principal assessment, and/or

   b) Option 2: Creation of a performance-based Principal assessment.

   The standards-based performance assessment must include authentic tasks and multiple measures of the knowledge, skills, and abilities that beginning principals would be expected to know and be able to do.

2. The proposal shall include a plan for replacement of the current Superintendent examination that will improve the ability to identify and select candidates with the requisite knowledge, skills, and abilities as reflected in the Superintendent Standards expressed in 19 TAC §242.15 and other relevant standards and/or rules as appropriate for the beginning

superintendent. The test must be ready for administration no later than the third year of the contract. The proposer may submit a plan for one or both of the following options:

a) Option 1: Creation of an enhanced selected response/constructed response Superintendent assessment, and/or

b) Option 2: Creation of a performance-based Superintendent assessment.

The standards-based performance assessment must include authentic tasks and multiple measures of the knowledge, skills, and abilities that beginning superintendents would be expected to know and be able to do.

3. The proposal shall include a plan for replacement of the current School Counselor examination that will improve the ability to identify and select candidates with the requisite knowledge, skills, and abilities as reflected in the School Counselor Standards expressed in 19 TAC §239.15 and other relevant standards and/or rules as appropriate for the beginning school counselor. The test must be ready for administration no later than the second year of the contract. The proposer may submit a plan for one or both of the following options:

a) Option 1: Creation of an enhanced selected response/constructed response School Counselor assessment, and/or

b) Option 2: Creation of a performance-based School Counselor assessment.

The standards-based performance assessment must include authentic tasks and multiple measures of the knowledge, skills, and abilities that beginning school counselors would be expected to know and be able to do.

4. The proposal shall include a plan for replacement of the current Educational Diagnostician examination that will improve the ability to identify and select candidates with the requisite knowledge, skills, and abilities as reflected in the Educational Diagnostician Standards expressed in 19 TAC §239.83 and other relevant standards and/or rules as appropriate for the beginning educational diagnostician. The test must be ready for administration no later than the second year of the contract. The proposer may submit a plan for one or both of the following options:

a) Option 1: Creation of an enhanced selected response/constructed response Educational Diagnostician assessment, and/or

b) Option 2: Creation of a performance-based Educational Diagnostician assessment.

The standards-based performance assessment must include authentic tasks and multiple measures of the knowledge, skills, and abilities that beginning educational diagnosticians would be expected to know and be able to do.

5. The proposal shall include a plan for replacement of the current School Librarian examination that will improve the ability to identify and select candidates with the requisite knowledge, skills, and abilities as reflected in the School Librarian Standards expressed in 19 TAC §239.55 and other relevant standards and/or rules as appropriate for the beginning school librarian. The test must be ready for administration no later than the fourth year of the contract. The proposer may submit a plan for one or both of the following options:

a) Option 1: Creation of an enhanced selected response/constructed response School Librarian assessment, and/or

b) Option 2: Creation of a performance-based School Librarian assessment.

The standards-based performance assessment must include authentic tasks and multiple measures of the knowledge, skills, and abilities that beginning school librarians would be expected to know and be able to do.

6. The proposal shall include a plan for a replacement of the current Reading Specialist examination that will improve the ability to identify and select candidates with the

requisite knowledge, skills, and abilities as reflected in the Reading Specialist Standards as approved by the SBEC and other relevant standards and/or rules as appropriate for the beginning reading specialist. The test must be ready for administration no later than the fourth year of the contract. The proposer may submit a plan for one or both of the following options:

a) Option 1: Creation of an enhanced selected response/constructed response Reading Specialist assessment, and/or

b) Option 2: Creation of a performance-based Reading Specialist assessment.

The standards-based performance assessment must include authentic tasks and multiple measures of the knowledge, skills, and abilities that beginning reading specialists would be expected to know and be able to do.

B. Proposer shall continue to maintain the current administrator and student services educator test item banks; administer, score, and report results; and provide customer support and client services in accordance with 1.5.5 Examination Development; 1.5.6 Test Administration, Scoring, and Reporting; and 1.5.7 Customer Support and Client Services as detailed below until such time that the old tests are phased out and/or replaced with new assessments.

C. Proposer shall complete Pricing Sheet B-1, Pricing Sheet B-2 if submitting a plan for Option 1 described above, and Pricing Sheet B-3 if submitting a plan for Option 2 described above as specified in Pricing Sheet B. Examination Fees for Administrator and Student Services Educator Tests in Attachment G.

1.5.3 Non-CTE Teacher Content Tests

A. New Test Development/Redesign: The proposal shall include a plan for new and redesigned non-CTE classroom educator tests as listed in Pricing Sheet C of Attachment G that includes options for content-only tests and content/pedagogy tests that will improve the ability to identify and select candidates with the requisite knowledge, skills, and abilities to effectively teach the Texas Essential Knowledge and Skills (TEKS) to the diverse student population of Texas. The plan should include recommendations and rationales for the percentage of pedagogy to be included in content/pedagogy tests if proposed. The new and redesigned tests must include enhanced selected-response items as well as one or more constructed-response items. The plan should include an implementation schedule that indicates which tests will be released during each of the four years of the contract and should be informed by the TEKS review and revision cycle and the TEKS and Instructional Materials Working Document. Priority should be given to the new tests described in 1-3 below and to the areas of bilingual education and special education as shown in 4-5 below:

1. The proposal shall include a plan for a new Early Childhood: PK-3 test that will improve the ability to identify and select candidates with the requisite knowledge, skills, and abilities to effectively teach at the prekindergarten through Grade 3 level. The new test will be based on the Texas Prekindergarten Guidelines; the TEKS for Kindergarten through Grade 5, with emphasis on the K-3 TEKS; knowledge of child development as related to teaching and learning; and other relevant standards and/or rules as appropriate for the beginning PK-3 teacher. The test must be designed to allow for candidates to demonstrate mastery in each subject area (e.g., English language arts and reading, mathematics, social studies, and science); as well as fine arts, health, and physical education and retest by subtest. The test must be ready for administration no later than the second year of the contract. Draft standards are shown in Appendix IV.

2. The proposal shall include a plan for a new Early Childhood Supplemental test that will improve the ability to identify and select candidates with the requisite knowledge, skills, and abilities to effectively teach at the early childhood level. The new test shall include an emphasis on content pedagogy and knowledge of child development and developmentally-appropriate practices and be based on the Texas Prekindergarten Guidelines, the TEKS for Kindergarten through Grade 3, and other relevant standards

and/or rules as appropriate for the beginning early childhood teacher. The test must be ready for administration no later than the second year of the contract.

3. The proposal shall include a plan for a new Science of Teaching Reading test that will improve the ability to identify and select candidates with the requisite knowledge, skills, and abilities to effectively teach reading. The new test will be based on principles of research-based reading instruction and other relevant standards and/or rules as appropriate to the teaching of reading, including the Texas Prekindergarten Guidelines and the TEKS for Kindergarten through Grade 5, with emphasis on the K-3 TEKS. The test must be ready for administration no later than the second year of the contract.

4. The proposal shall include a plan for a new Spanish language proficiency test and/or redesigned Bilingual Target Language Proficiency Test (BTLPT) – Spanish that ensures that a candidate is able to communicate, listen, read, write, and comprehend the Spanish language sufficiently to use it easily and readily in daily communication and teaching in the bilingual classroom; allows candidates to take it as one test and/or in parts to demonstrate proficiency in all areas; and includes options that allow candidates to retest as early as after 45 days from the last test attempt. The proposal shall reflect the Bilingual Target Language Proficiency Standards and other relevant standards and/or rules as appropriate for the beginning teacher. The test must be ready for administration no later than the third year of the contract.

5. The proposal shall include a plan for new and/or redesigned special education tests that ensure that a candidate is able to demonstrate the knowledge, skills, and abilities required to effectively teach students receiving a variety of special education services. Proposer shall recommend the format and major areas for test development, which must include a generic special education test as well as specialty special education tests, such as deaf and hard of hearing, visually impaired, and deaf and blind tests. The tests must be ready for administration no later than the third year of the contract.

B. Proposer shall continue to maintain the current non-CTE classroom educator test item banks; administer, score, and report results; and provide customer support and client services in accordance with 1.5.5 Examination Development; 1.5.6 Test Administration, Scoring, and Reporting; and 1.5.7 Customer Support and Client Services as detailed below until such time that the old tests are phased out and/or replaced with new assessments.

C. Proposer shall complete Pricing Sheet C-1 and Pricing Sheet C-2 as specified in Pricing Sheet C. Examinee Fees for Non-CTE Classroom Educator Tests in Attachment G.

1.5.4 CTE Teacher Content Tests

A. New Test Development/Redesign: The proposal shall include a plan for new and redesigned CTE classroom educator tests as listed in Pricing Sheet D of Attachment G that includes options for content-only tests and content/pedagogy tests that will improve the ability to identify and select candidates with the requisite knowledge, skills, and abilities to effectively teach the CTE-related Texas Essential Knowledge and Skills (TEKS) to the diverse student population of Texas. The plan should include recommendations and rationales for the percentage of pedagogy to be included in content/pedagogy tests if proposed. The new and redesigned tests must include enhanced selected-response items as well as one or more constructed-response items. The plan should include an implementation schedule that indicates which tests will be released during each of the four years of the contract and should be informed by the TEKS review and revision cycle and the TEKS and Instructional Materials Working Document. Priority should be given to the new tests described in 1-3 below.

1. The proposal shall include a plan for a new Family and Consumer Sciences (FCS) Composite 6-12 TExES that ensures that a candidate is able to demonstrate the knowledge, skills, and abilities required to effectively teach the TEKS of applicable courses as defined in the Teacher Assignment Chart. The new test will be based on the TEKS and

other relevant standards and/or rules as appropriate for the beginning FCS teacher and will be ready for administration no later than the third year of the contract.

2. The proposal shall include a plan for a new Hospitality, Nutrition, and Food Sciences 8-12 TExES that ensures that a candidate is able to demonstrate the knowledge, skills, and abilities required to effectively teach the TEKS of applicable courses as defined in the Teacher Assignment Chart. The new test will be based on the TEKS and other relevant standards and/or rules as appropriate for the beginning hospitality, nutrition, and food science teacher and will be ready for administration no later than the third year of the contract.

3. The proposal shall include a plan for a new Human Development and Family Studies 8-12 TExES that ensures that a candidate is able to demonstrate the knowledge, skills, and abilities required to effectively teach the TEKS of applicable courses as defined in the Teacher Assignment Chart. The new test will be based on the TEKS and other relevant standards and/or rules as appropriate for the beginning human development and family studies teacher and will be ready for administration no later than the third year of the contract.

B. Proposer shall continue to maintain the current CTE classroom educator test item banks; administer, score, and report results; and provide customer support and client services in accordance with 1.5.5 Examination Development; 1.5.6 Test Administration, Scoring, and Reporting; and 1.5.7 Customer Support and Client Services as detailed below until such time that the old tests are phased out and/or replaced with new assessments.

C. Proposer shall complete Pricing Sheet D-1 and Pricing Sheet D-2 as specified in Pricing Sheet D. Examinee Fees for CTE Classroom Educator Tests in Attachment G.

1.5.5 Examination Development

The highest technical quality shall be maintained in the production and administration of educator certification examinations and in the reporting of test results. To this end, the contractor shall be cognizant of applicable sections of the standards for educational tests set by the American Psychological Association (APA), the American Educational Research Association (AERA), and the National Council on Measurement in Education (NCME) that are herein referenced as the APA standards. The contractor shall apply applicable APA standards to the production and administration of the assessment program and in the assignment of personnel to the project.

Proposals shall provide verifiable evidence of a contractor's ability to ensure the successful implementation of the current examination program and implementation of any new examinations. At a minimum, the quality of all deliverables shall meet or exceed that of the current tests. The proposal shall include clear evidence of the contractor's ability to produce the highest quality assessments. The specific steps that outline the test-development process of the current Texas educator certification assessment program may be found in the most recent version of the Texas Educator Certification Program Technical Manual.

A. General Test Development Guidelines:

Most examinations will contain selected-response (SR) items. Certain examinations, as specified by the proposer based on the most appropriate means for identifying suitable educators, will contain one or more constructed-response (CR) items requiring candidates to formulate a written or other response based on specific criteria and knowledge. Proposer will develop and document examination items and form specifications for all examinations, including implementing a system for tracking the characteristics relating to validity for each item, test reliability, and other information as specified in the RFP. Proposal must contain a plan for examination development, including the validation of the certificate standards (i.e., examination framework).

The involvement of classroom teachers and other stakeholders is critical to developing examinations that are job-related, valid, rigorous, and reliable. As specified in this RFP, during

development and other activities, contractor shall convene advisory and performance standard-setting committees to advise TEA and the contractor. Each panel shall include public school and preparation program educators with recent, relevant classroom or campus/district experience and a demonstrated track record of improving student outcomes, who represent diversity in demographic, experience, and other relevant factors in the content areas from throughout Texas and shall be approved by TEA or SBEC. Contractor shall actively recruit and maintain a comprehensive and searchable database of potential committee members for all testing areas. Content validation activities, including survey of additional educators in the field, must also be conducted when appropriate. Contractor is responsible for contacting and corresponding with committee members and other project participants and all meeting arrangements and expenses. Meetings shall be held in Austin, Texas or other locations as approved by TEA. Proposer shall recommend a cost-effective process for examination development and standard setting that will provide ongoing advice from practitioners and other stakeholders and result in examinations that are legally defensible.

TEA shall approve all examination forms prior to administration. Contractor shall provide draft items, examination forms, psychometric data, and other appropriate information as specified by TEA. Proposer shall recommend a process for examination form equating that meets industry standards and research-based best practices for each examination administration. Proposer must describe the process to be used; the process may vary according to the high-incidence or low-incidence nature of the examination. Proposer shall also recommend a plan and schedule for ongoing TEA review of examination forms in all examination areas. Proposer shall recommend a process and timeline for production of data, including a recommendation regarding quality-control measures and review of item performance by the awarded bidder, with oversight by TEA staff, following an examination administration but prior to the release of scores. As in all activities under this RFP, cost effectiveness and efficient use of resources, including TEA staff time, should be considered in developing a recommended strategy; however, legal defensibility of all examinations shall override other considerations.

The contractor will be responsible for the development of all items, reading selections, writing passages, and prompts necessary to ensure the construction of valid and reliable examinations for each administration. The contractor must have the capability to develop selected-response items, constructed-response items, as well as written composition and performance items. The contractor shall provide verifiable evidence that in-house psychometricians assigned to the Texas project are highly qualified and sufficiently experienced in current, acceptable psychometric practices.

The contractor must provide adequate staffing for meeting the item-writing demands of this project. For each examination that is a part of the state program, the contractor must provide TEA with the names and resumes of the staff dedicated to the project in each content area, including the senior manager, content specialists, item writers, translators, and editors with specific content expertise. Contractor staff responsible for overseeing the quality of item development for a subject area or examination must have credentials that qualify them to judge the extent to which the items developed meet TEA examination specifications and appropriately measure the intended population. For each examination, the contractor must provide sufficient staff to ensure that the development required is of the highest quality and meets all SBEC and TEA timelines.

As part of this proposal, the proposer must detail the commitment to this project (i.e., percentage of time) of all staff who would be assigned to the Texas Educator Certification Examination Program. Items may be provided by outside item writers; however, the contractor is directly responsible for oversight of all item writing.

The contractor is responsible for ongoing evaluation of the overall status of the item bank and all test forms. This activity must include an analysis of the items and forms by administration, test-taker type (e.g., out-of-state/out-of-country, pre-admission content test candidate, certification by examination), EPP, domain, competency, and tester demographics to

determine any areas of deficiency that may require additional development. The contractor must also provide TEA with a summary of these evaluations at least twice per year.

The proposal must outline the plan for sufficient item and prompt development along with resource allocations. The contractor must be prepared to adjust the required levels of dedicated resources needed to address deficiencies in item banks or to accommodate changes in the examination program.

B. Maintenance and Expansion of Current and Future Testing Portfolio:

The proposal shall include a plan to ensure that all tests in the testing portfolio are reviewed and updated on a regular schedule to ensure alignment with changes in the Texas Essential Knowledge and Skills (TEKS), updates in rules, changes in state or federal laws, and adjustments to other professional criteria by the SBEC. Contractor shall produce new examination items for existing TExES, TExMaT, TASC, TASC-ASL, and other examinations developed to maintain currency of content and increase item banks used for operational forms to ensure sufficient versions of the tests are available to maintain examination integrity and security under conditions of frequent and/or ongoing examination administration. Proposer shall include the process, schedule, and number of additional SR and CR items to be produced for updating tests throughout the contract term to ensure a robust testing portfolio that allows for continuous offering of tests such that most tests are available to candidates as soon as 45 days after a failed attempt. The current portfolio of forms and unique items types is shown in Appendix V.

1.5.6 Test Administration, Scoring, and Reporting

A. Administer examinations under this RFP. Proposer must recommend a plan for administering the examinations, ensuring access and availability across the state. Proposal shall contain a comprehensive and detailed plan for all aspects of examination administration, including but not limited to candidate and client support and services; information dissemination; secure materials production and shipping; selection of site staff (including procedures to preclude illegal discrimination in the selection of site staff), staff training and use (e.g., number of proctors per candidate), testing of individuals needing accommodations or language examination with individual testing, and site management, including on-site examination security to include on-site identity assurance and verification (e.g., thumb scans) of all candidates and problem resolution; candidate registration; examination site characteristics such as proposed specifications and geographical locations; scoring processes (including holistic and analytic scoring, and reporting performance by domain and competency) and quality assurance; maintenance of historical and future examination records, candidate data, and documentation; and the implementation of technology for accessibility, accuracy, and cost-effectiveness. Contractor shall implement an identification verification security system (e.g., digital fingerprint and photograph) for test takers at each test administration.

B. Accessibility is a key component of this project and should be designed, as much as is cost-effective and practicable, to meet the needs of all prospective candidates. For example, on-going or frequent administrations should occur, at minimum, during peak times (e.g., March through July) in Texas urban areas with registration available up to 72 hours prior to the examination. Regular examination administrations must be located within 50 miles of educator preparation programs.

C. Implement testing accommodations to assure equity and access. Appropriate testing accommodations must be made for persons with disabilities or health-related needs or other warranted needs, such as alternate testing days because of a religious conflict. Proposal must include a plan for how candidates request accommodations; how requests are processed, including timelines; procedures for notification to candidates; and the retention of documents relating to the requests.

D. Implement computer-administered testing (CAT). Proposer shall provide a plan to maintain the number of CAT sites to ensure that at least one is located within 50 miles of all educator

preparation programs and increase as necessary for accommodating registrants. These current and future sites must include college (4-year and community), university, and educational service center (ESC) locations. Proposer must submit a list of testing locations that indicates at least one testing site within 50 miles of each EPP. Proposal shall contain a plan for CAT availability during a minimum of all business days and at least 50% of weekend days during each year of the contract. The Proposal should contain recommendations, based on research, that will ensure the equity and validity of administering examinations via computer, including the proposer's plan to provide appropriate testing accommodations as warranted to individuals with special needs, to maintain item confidentiality, and to conduct quality control between the day of the examination administration and the release of scores. Proposal shall contain a description of the Proposer's CAT workstations, additional hardware, and software. Strategies used to protect confidential candidate and examination information must be described.

E. Administer examinations outside of Texas to persons seeking Texas educator certification. The proposer shall charge the same SBEC-approved fee per examination for administering the examinations outside of Texas within the continental United States in major cities where tests are currently administered or comparable locations. The proposal must include the recommended list of major cities within each state in which the examination can be administered to candidates either on-demand within six (6) weeks of receiving a request from a candidate or at reasonably-scheduled periodic intervals throughout the year. The recruiting activities of Texas school districts that occur in that area of the country or state should be considered in proposing a plan for out-of-state examination administration. The proposal must also include the of major cities test in Mexico and Puerto Rico where examinations may be administered to candidates. An international site fee of $55 has been approved by the SBEC and may be charged to candidates testing outside the United States.

F. Administer examinations to military personnel and their dependents, including non-military individuals employed at Department of Defense educational facilities. To support these individuals in becoming teachers in Texas, the contractor will administer the examinations through the Test Control Officer at military bases within and outside of the United States. Proposal shall include a plan for military testing, including registration, examination security, and score reporting. Examinations must be administered on the examination date or within four weeks after the examination date requested by the candidate or the Test Control Officer at the candidate's base. A supplemental fee per registration above the regular registration fee, as approved by the SBEC, may be charged to the candidate to help defray the costs of military testing.

G. Provide accurate and timely reporting of scores. Proposer shall implement a uniform process for reporting scores after an examination administration to candidates, educator preparation programs, and TEA. The process must be the same for all test types (i.e., TExES, TExMaT, TASC, TASC-ASL, testing for languages other than English, testing for career and technical education licensure competency, testing for family and consumer sciences, and other examinations). Proposers are encouraged to recommend a process that will provide score reporting within seven (7) days for examinations with selected-response (SR) items only. The reporting timeline for tests other than CAT must be no later than 21 days for SR and 28 days for examinations which also include a constructed-response component, including performance assessments. Score reporting for constructed-response items and performance examinations shall include both holistic and analytic reporting. Scores for examinations taken at military bases outside of the continental United States must be reported within 37 days. Reporting to TEA shall be done by secured file transfer protocol (FTP) format, designated by TEA, no later than the work day before the scores are posted/sent to test takers and are available via the Proposer's website. Scores will be provided electronically to TEA at least two (2) times each week. See Appendix VI for detailed specifications regarding file format and data

elements required for TEA score reporting services. Reports to TEA and entities should include all existing reports and new requests as they emerge.

H. Develop and maintain a historical database of candidate and psychometric performance. Contractor shall establish a database containing candidate data from September 1, 2006, using data transferred from the current contractor's database and future data. Candidates shall be able to access all of their own score reports for tests administered September 1, 2006, and thereafter. Upon request from candidates and payment of a reasonable fee per duplicate score report, contractor shall provide to candidates or their designee their individual score reports from any examination administration that occurred on or after September 1, 2006. Contractor shall provide sufficient provisions for security, privacy, and record keeping.

I. Provide electronic data access. Contractor shall provide TEA electronic access to examination data (including domain and competency level results), the format and scope to be approved by TEA. The examination data shall be accessible with password security to limited staff, provide more detail, and allow access to trend data. Educator information must be secure at all times, including a secure network when transmitting such data to TEA. Furthermore, educator preparation programs must be provided with this same examination data, including domain and competency level results, for their own candidates. The system must allow for domain and competency level results to be reported in aggregate and by candidate to TEA and educator preparation programs for use in program analysis and accountability statistics.

J. Produce psychometric data. Annually and after each administration as determined by TEA, contractor shall produce various psychometric and other analyses of candidate performance, item performance, and examination form statistics as specified by TEA. These data shall be provided in both paper and secure electronic formats to be approved by TEA. Post-administration reports shall include the performance of candidates and include item-level statistics. Quarterly data shall include administration and other data required for legislative and TEA performance measures. Annual data shall include summary data for candidates as well as reliability, validity, and other psychometric data. Annual reports may include recommendations for examinations with low and high pass rates.

K. Administer the TASC and TASC-ASL. Contractor shall continue the administration of the Texas Assessment of Sign Communication (TASC), which assesses sign communication skills of individuals seeking certification in Texas as teachers of students who are deaf or hard-of-hearing, and the TASC-American Sign Language (TASC-ASL), required of individuals seeking certification as a teacher of ASL. Approximately 50-75 candidates are expected to take these examinations annually. At least two administrations per year at a minimum of 5 sites must be conducted. TASC and TASC-ASL utilize a proficiency-interview format, whereby an interviewer conducts a 20-minute one-on-one interview in which the candidate demonstrates their expressive and receptive proficiency in sign communication. Contractor shall videotape the interview, have trained raters view the videotape and, using consensus scoring by three raters, holistically rate the candidate's proficiency based on an established rubric. Failing performances are reviewed for analytic feedback. Individuals who conduct the interviews and ratings must be sign communication experts of the highest caliber available. The TASC-ASL assesses proficiency only in ASL. Activities to be completed shall be consistent with work already done and processes (e.g., interview and rater training) already established for the TASC and TASC-ASL. Contractor shall provide expanded analytic diagnostics, for a fee not to exceed $75, to TASC or TASC-ASL candidates who request such.

L. Administer Braille Examinations. The contractor will offer braille examinations in English Braille American Edition (EBAE) (Test Code 183) and Unified English Braille (UEB) (Test Code 283)

formats. Both versions of the test include Nemeth Code. The quality of the braille must meet the standards established by the American Printing House for the Blind (APH) and the Braille Authority of North American (BANA).

1.5.7 Customer Support and Client Services

Contractor shall support TEA in seeking quality in all ongoing and ad hoc activities related to this RFP. Services offered by contractor shall support efforts of current and future educators in meeting professional requirements and promoting quality in Texas public schools.

A. **Support of Texas Educator Preparation Programs (EPP).** Contractor shall provide informational support to educator preparation programs and school districts in response to inquiries received directly from staff and/or students. As directed by TEA, contractor staff may attend professional conferences and meetings or make presentations to disseminate information. Contractor will implement a web-based system for reporting registration information, retake information, and other test-related data to EPPs in a user-friendly format to be specified by TEA.

B. **Support of Public Information Requests (PIRs).** Contractor shall provide information support to TEA in response to inquiries received through Public Information Requests (PIRs) or legislative entities within Texas. Contractor will produce data for information requests at no additional charge to the Agency. PIRs currently average about three per month requiring approximately nine hours of effort.

C. **Publication of Faculty Manual.** Contractor shall provide a manual outlining all processes that pertain to examination registration, administration, scoring, and reporting. This manual shall be updated at least annually as changes are made to the testing program.

D. **Publication of Preparation Manuals.** Contractor shall publish existing preparation materials using the format and text as they are currently published, except that examinations that have new content added under this RFP must be modified and the new versions must be published at least 180 days prior to the first administration of the new or modified test. Each TExES, TExMaT, TASC, and TASC-ASL preparation manual to be developed shall contain, at minimum, the examination framework, sample examination items (developed with advisory panels' review and pilot testing, if needed), resources for preparation, preparation manual item approaches, and additional pertinent information. Preparation materials must be updated to align with national and state laws as they change. If the content among one or more of the examinations in the same area is substantially similar across the certificate levels, TEA may approve the combining of preparation materials for cost effectiveness. Each preparation manual shall include at least 25 sample SR items with accompanying annotations explaining the rationale for the correct and incorrect options, and at least 25 additional sample SR items without annotations. At least one sample SR item per competency must be included. At least one CR item per CR-item type, if CR items are present on the operational form, and samples of good and inappropriate responses, shall also be included. Items must be of the highest quality with tight alignment to the test framework and represent the rigor and relevance of the actual test items. Preparation manuals shall be accessible for free via the contractor's website and also available for purchase at a nominal cost not to exceed $25.00 (twenty-five dollars) (includes postage and handling) per paper copy. As part of this proposal, proposer may submit a proposal for providing priced test preparation materials. TEA reserves the right to accept or reject said proposal in whole or in part.

E. **Development of Interactive Practice Tests.** An interactive practice test is a full-length practice examination presented in the same or similar format as an actual test that includes

correct answers, explanations for correct answers, and an automatic score summary. There are currently five interactive practice tests that candidates may access free of charge. Proposer shall include a plan that specifies development of free or low-cost interactive practice tests for all current and future exams. Items must be of the highest quality with tight alignment to the test framework and represent the rigor and relevance of the actual test items.

F. **Development of Representative Tests.** A representative test is an examination form that SBEC-approved educator preparation programs may purchase from the contractor to use in assessing their candidates' knowledge of the competencies contained in the examination framework. Representative forms have undergone committee and TEA review and approval, meet all operational item and form specifications, and contain at least the number of scorable examination items as on the actual examination for the field. Entities must meet requirements to maintain examination security. TEA currently owns more than 40 representative forms, some of which are outdated, as shown in Appendix IX. Proposal must include a plan and process for continued sale of the current representative forms and for the development and marketing of one representative form for any new or revised operational examination. Representative forms for new or revised tests must be available at least 60 days before the new or revised tests are scheduled for their first administration. The cost of representative forms is subject to approval by TEA and is intended to enable the contractor to recoup some of the costs of development and marketing. Educator preparation programs may form cooperatives to purchase representative forms. Current representative forms are provided to entities on paper, CD-ROM, or other relevant media. Proposal must include a plan for providing new and revised representative forms in the same format as the operational tests. Domain and competency performance are reported for candidates. Contractor staff shall be available to support preparation programs in use of the representative examinations, including conveying rationales for correct and incorrect examination item responses. Proposal shall contain a proposed cost (the same unit cost for each examination) for future sales of practice examinations to educator preparation programs.

G. **Toll-Free Telephone Support.** Contractor shall implement a toll-free telephone line, available 24 hours per day, with an automated menu that provides options for callers to obtain answers to frequently-asked questions. On regular working days from 7:00 AM to 6:00 PM Central Time, callers shall have the option to speak directly with a contractor staff member trained to address questions and provide assistance. All requests must be responded to within 24 hours of receipt of request except for weekends and holidays.

Proposer shall outline the capacity/capability to deliver these services. Proposals may include innovative approaches for staffing the support center to meet TEA requirements as well as for training support personnel.

Documentation of types and frequency of questions asked must be made available to TEA staff monthly. Contractor shall provide an annual report to TEA analyzing use of customer support services and customer satisfaction.

H. **Internet Access to Candidate Services and Information.** Contractor shall provide secure access through the Internet whereby candidates can view tests they are eligible to take, register and pay for testing, and print their admission tickets, with site information and directions to the testing center. Candidates shall also be provided with information regarding the test attempt limits, when they have exceeded the limit, and how they may apply for a waiver. Candidates shall also have access to their scores via the website immediately upon release. Proposal shall contain a plan for ensuring the confidentiality of candidate identification and other issues relating to website security (including protection for payment information), fraud, and virus prevention. Proposer shall provide scheduling information that can be searched by date, by location, by test, and by a combination of those and other factors. Contractor shall provide test score reports at candidate request to other requesting entities (such as other state departments of education, certification standards boards, school districts and others) for a reasonable

charge to the candidate. Contractor shall provide sufficient provisions for security and record keeping of these requests.

I. **Analytical Diagnostic Reports.** Contractor shall provide an enhanced score report that includes diagnostic feedback to candidates for all performance-based measures, including but not limited to the current BTLPT, TASC, TASC-ASL, Braille, Master Teacher, ELAR 7-12, and LOTE examinations as well as any new or enhanced tests with performance-based measures.

J. **Test-Related Information to Educator Preparation Programs.** Contractor shall implement a web-based system such that educator preparation programs can access registration information of their candidates, performance information (including domain and competency level results) at the candidate level as well as in the aggregate, and other test reports. These data shall be available for each testing year from September 2006. Contractor shall provide score report information training to educator preparation program staff.

K. **Registration System.** Contractor shall implement a single online and phone registration system for all Texas educator certification tests awarded to the contractor through the RFP process, except for that required to assist candidates with disabilities. Examination-related costs will be set by the SBEC. Registration fees will be determined by SBEC. It is intended that registration fees will not increase above current costs to candidates for at least the first two (2) years of the contract, except in the case of new examinations where the fee increase has been approved by the SBEC. The online registration system must allow candidates to easily and readily search for available test locations and test dates. Candidates qualifying for the military exemption shall be charged appropriate fees, which currently exclude the $11 state share. Candidates shall be provided with contact information for assistance with the online registration and payment process if needed. Candidates shall be able to manage their own scheduled tests and payments. Proposer shall plan for an examination registration system with the following components:

1. Candidates can register for an examination only for which they are approved by authorized educator preparation programs.
2. Candidates who add certificates by examination (CBE) will be able to register for an examination only if they currently hold a valid Texas certificate.
3. Out-of-state and out-of-country candidates will be allowed to register for exams only if they have completed the review of credentials process (ROC) and are approved to test by TEA.
4. Charter school candidates will only be allowed to register for specified exams if they are approved to test by TEA or self-verify they are employed with a charter school.
5. Only qualified candidates can register for a test through the pre-admission content test (PACT) route.
6. Candidates may not register for a sixth attempt of an examination without approval from TEA.
7. Notification of a conflict will appear on the screen if candidates attempt to register in violation of TEA rules.

Contractor shall implement quality controls for examination registration, including processes to monitor registration (i.e., eligibility/authorization to test). It is critical that only eligible individuals take TEA examinations. Proposal shall contain recommended processes for quality control for individuals registering through all routes to certification. Currently, this process uses a procedure whereby the educator preparation program identifies to TEA which examinations a candidate is authorized to take; the contractor develops a plan to upload information from TEA to verify a candidate's eligibility to test. Daily or real-time matching of contractor registration files to TEA eligibility files denies registration (if warranted) and sends notification to individuals who are not authorized for that examination. TEA similarly provides to contractor eligibility data

for eligible candidates not in programs (e.g., examinations approved for individuals registering for out-of-state or seeking a temporary teacher certificate). See Appendix VII for detail specifications regarding TEA's exam eligibility service. Proposer shall recommend the processes to be used for subsequent years.

Because the vendor maintains test registrations, and demographic data must match between the vendor's educator account and the TEA educator account, the vendor must provide a secure service which TEA calls in order to provide the necessary demographic data for educator demographic changes. At TEA, this is referred to as the Educator Demographic Update service. It provides demographic updates every 10 minutes determined by timestamp on the educator demographic records. See Appendix VIII for more detailed information.

L. **Payment Options**. Contractor shall route all test registration transactions through the Texas.gov payment system. Candidates are responsible for any convenience fees imposed by this payment system. Plans must include provisions for implementing the military fee exemption, which discounts the test registration fee by not charging qualified military service members, veterans, and spouses the state fee ordinarily embedded in certification testing fees. Those approved for the military fee exemption are flagged in the file and the following rules must be implemented in the registration system to charge the correct amount:

1. Approved Service Member: Any route except CBE. (CBE is allowed only for Marketing, Health Science, and PPR for Trade and Industrial Education for qualified educators.)
2. Approved Veteran: Any route except CBE. (CBE is allowed only for Marketing, Health Science, and PPR for Trade and Industrial Education for qualified candidates.)
3. Approved Spouse: Out of State/Out of Country route only

M. **TEA Access to Contractor Staff.** Contractor shall ensure maximum direct access by TEA staff to contractor staff at the appropriate level needed to accomplish project objectives efficiently and effectively, including access to all contractor staff through direct email and phone contact.

N. **Testing Misconduct and Investigations.** Contractor shall provide support in identifying candidates who may have committed testing fraud (and/or otherwise engage in illegal or unethical activities related to activities conducted under this RFP), conduct investigations as directed by TEA, and provide relevant information to TEA. The proposal shall specify a procedure for verification of candidates' identity at the examination site and for identifying possible fraudulent candidates through various means, including based on an analysis of examination performance. Proposal shall contain a plan under which pertinent information, as approved by the TEA, shall be collected, used, maintained, and provided to TEA during the investigation and/or prosecution of cases; the plan shall provide for the tracking of items to establish chain of custody. Information and documentation to be collected by contractor and provided to TEA if requested includes, but is not limited to, irregularity reports containing pertinent details, answer documents, writing samples, seating charts, sign-in sheets, site personnel names and addresses, photographs (taken at the examination site by site personnel) of candidates, and other evidence. Proposal shall specify a process for, if warranted as determined by TEA, interviewing and/or deposing contractor and examination site staff and others and, if required by TEA, for these personnel to provide personal testimony during hearings and/or other legal or exploratory activities.

O. **Testing Problems and Irregularities.** Proposer shall provide a plan for timely notification to TEA of problems and irregularities at all examination administrations and activities. At minimum, this must include verbal and written (email) notification to TEA of significant irregularities (e.g., examination site power failures, fires, or other disruptions) on the first working day following the examination administration. Not later than five working days following the administration, contractor shall provide a listing of all site and candidate irregularities that occurred, including pertinent details such as the nature of the irregularity, the candidate(s) and

examination site involved, the on-site resolution, and (if appropriate) the contractor's plan to prevent future similar occurrences. Proposal shall contain examples of Proposer's experience in resolving administration problems, including contingencies established to maintain administration quality (e.g., steps taken if severe weather occurs).

P. **Comparability Studies.** Texas Education Code §21.052 mandates SBEC to exempt out-of-state and out-of-country educators from Texas testing requirements if they passed certification examinations in another jurisdiction that are "similar to and at least as rigorous as" the corresponding Texas examinations. A process has been established by TEA under which external reviewers in the field convene to review both the out-of-state examination and the Texas examination to determine comparability, and the reviewers may determine the score on the out-of-state examination that is comparable to the passing standard of the Texas examination. As part of the process, the Proposer must provide appropriate performance information on the Texas examination and bring secure Texas examination forms and materials to the comparability study meetings. TEA staff will work with personnel from other states and their examination contractors regarding logistics for bringing their examinations and data to the comparability meeting. It is anticipated that up to four comparability meetings of two days each will be held in Austin, Texas during each year of the contract. During a review, the external reviewers will evaluate one or several examinations in a field on the same day. As a replacement to the process established by TEA, proposer shall include a plan that specifies how certification tests owned and/or administered by contractor in other states may be reviewed to determine comparability to Texas certification exams.

Q. **Research.** Ongoing and ad hoc research relating to the examination program shall be conducted by the contractor as directed by TEA.

R. **Technical Assistance, Reports, and Related Materials.** The proposal shall include a plan for providing technical support to TEA, as identified by TEA, in areas such as test construction, standard setting, equating, validity, reliability, trend analysis, legal review and advice, and historical information. Contractor shall be responsible for providing this technical assistance and for producing annual and ad hoc reports, publications, or presentations containing evaluations, recommendations, psychometric data, and other information related to the educator assessment program as directed by TEA. This technical assistance may be required at legislative committee meetings, legislative hearings, advisory group meetings, State Board for Educator Certification meetings, as well as other meetings. Contractor shall support reporting requirements for Title II and the Accountability System for Educator Preparation (ASEP) as directed by TEA. The Proposer is encouraged to provide sample reports and make recommendations on ways to improve the educator testing program using innovative reporting methods.

S. **Helpdesk/Service Desk that Support the IT Systems**. The proposal shall include a plan for providing assistance to the users of their applications as well as supporting TEA staff needs.

SECTION TWO: GENERAL INSTRUCTIONS AND STANDARD PROPOSAL REQUIREMENTS

2.1 PROPOSAL SUBMISSION, DATE, AND TIME

WITHOUT EXCEPTION - PROPOSAL MUST BE TIME AND DATE STAMPED BY THE TEA PURCHASING, CONTRACTS AND AGENCY SERVICES DIVISION OFFICE BEFORE:

Friday, December 15, 2017 - 2:00 P.M., Central Time (CT)

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

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

2.1.1 Receipt of Proposals

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

Method of Submittal

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

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

2.1.2 Proposal Delivery

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

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

2.1.3 Number of Copies of Proposal

Fifteen (15) flash drives and fifteen (15) hard copies of the proposal must be submitted. The required number of copies of the proposal must be received in the TEA PCAS Division Office before 2:00 P.M. on the established deadline date. Failure to meet this condition shall result in disqualification of the proposal and the proposal shall receive no further consideration. Photocopying is not available at TEA.

Additions or replacements to the proposal will not be accepted after the closing date for receiving the proposal in the PCAS Division Office of the Texas Education Agency.

2.1.4 Intent to Submit Proposal

All prospective proposers should notify the Texas Education Agency in writing of their intent to submit a proposal (Attachment A) by Friday, October 6, 2017, to the TEA PCAS Division Office via email TEASolicitations@tea.texas.gov or by FAX (512) 475-1706. Failure to notify the Agency of the intent to submit a proposal will not disqualify the proposer from submitting a proposal.

2.2 EXPECTED SEQUENCE OF EVENTS/CRITICAL DATES

DATE	EVENT
Monday, September 18, 2017	Publication of Request for Proposals in the Electronic State Business Daily at http://esbd.cpa.state.tx.us/
Monday, October 2, 2017	Proposer's Conference from 1:30 – 4:00 PM at the Texas Education Agency, William B. Travis Building, 1701 North Congress Avenue, Room 1-104, Austin, Texas 78701
Friday, October 6, 2017	Notice of Intent to submit a proposal is due in the TEA Purchasing, Contracts and Agency Services (PCAS) Division Office by the specified date & time
Wednesday, October 25, 2017	Last day to submit written questions about the RFP to PCAS Division, no later than 5:00 P.M., CT
Wednesday, November 8, 2017	Publication of Questions and Answers document in the Electronic State Business Daily at http://esbd.cpa.state.tx.us/
Friday, December 15, 2017	Proposal is due in the TEA PCAS Division before 2:00 P.M., CT
December 18, 2017 – February 16, 2018	Evaluation process, oral presentations, and /or negotiations
Monday, March 5, 2018	Selection of Proposer
March – August 2018	Contract Transition Period
September 1, 2018	Beginning date of contract and commencement of work
August 31, 2022	Ending date of contract

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

2.3 QUESTIONS RECEIVED PRIOR TO OPENING OF PROPOSALS

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

Patsy Campos
TEASolicitations@tea.texas.gov

(*Written documentation of all contractor interaction is required*.)

2.3.1 Proposer's Conference

The purpose of this conference will be to discuss the key requirements of the RFP, provide an overview of the program, work to be performed under the contract, HUB requirements and address any other questions. The conference is for informational purposes. The Proposer's Conference will be on Monday, October 2, 2017, from 1:30 until 4:00 PM in Room 1-104 of the William B Travis Building, 1701 North Congress Avenue, Austin, Texas. TEA strongly recommends, but does not require, attendance at the Proposal Conference. Any proposer considering subcontracting will benefit from the information regarding HUB Subcontracting Plan instructions and other key requirements.

The conference will be open to all potential proposers and potential subcontractors. Questions asked and answered will be in the presence of all attending. Each person attending will be required to sign the attendee register setting out the representative's name, the firm or organization represented, and their email. Any answers furnished will not be official until verified in writing by TEA. The Q&A and conference attendee list will be posted to electronic state business daily at http://esbd.cpa.state.tx.us/ and available to the public. Written questions may be submitted following the conference and answers will be de-identified and posted to ESBD through the date identified in section 2.2.

2.3.2 Requests for Additional Information

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

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

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

2.4 STANDARD PROPOSAL REQUIREMENTS

2.4.1 Proposals that address only part of the requirements contained in this Request for Proposal may be considered non-responsive.

2.4.2 Texas Education Agency reserves the right to reject any and all proposals and to negotiate portions thereof including the submitted cost proposals/budget.

2.4.3 Texas Education Agency reserves the right to select the proposal based on the best value to the State of Texas and the Agency. The proposer shall furnish additional information that the evaluation team may require in order to complete the evaluation of the proposals submitted. Failure to provide the requested material or information may disqualify the proposal.

2.4.4 The Contractor must work with the Agency staff to clarify the design of the materials, project design, project activities, and/or other products, and modify these items if necessary.

2.5 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

2.6 DISCLOSURE OF PROPOSAL CONTENT

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

Selected 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. Selected contractor and TEA will agree on the specific format that will be used.

2.7 HISTORICALLY UNDERUTILZED BUSINESS (HUB) SUBCONTRACTING PLAN

It is the policy of the TEA to promote and encourage contracting and subcontracting opportunities for HUBs in all contracts. Accordingly, TEA has adopted the Policy on Utilization of HUBs. If the TEA determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan (HSP) is a required element of the Proposal.

Statement of Probability – TEA has determined that subcontracting opportunities are probable in connection with this procurement. Therefore, ALL proposers must submit the HSP as a part of the response. The proposer shall develop and administer the HSP as a part of the proposer's proposal in accordance with the TEA Policy on Utilization of HUB and state law. Proposer must make a good faith effort and solicit a minimum of three Texas certified historically underutilized businesses from the state's Centralized Master Bidders List (CMBL)/HUB Directory for work that they cannot complete with their own staff and resources. Proposers must also notify minority or women trade organizations or development centers of subcontracting opportunities. Additional requirements are listed in the HSP (Attachment C).

All Proposers are required to submit a HUB Subcontracting Plan (HSP) for this RFP.

A If the Proposer is a HUB, a HSP is still required in order to identify the percentage of the work to be performed by subcontractors.

B If the Proposer (HUB or non-HUB) is not subcontracting any portion of the work, the Self Performance portion of the HSP must be completed and returned with the proposal response.

The HUB Subcontracting goal for this procurement is **26.0%** minority, woman-owned and/or veteran service disabled owned business participation. In the event proposals have equal scores, the proposal with the highest percentage of HUB subcontracting will be awarded the contract.

The HSP will be incorporated into the contract between the TEA and the selected Proposer. Contractors are encouraged to collaborate with TEA to develop mentor protégé opportunities. Under TAC Title 34, §20.14, a proposer's participation in a Mentor Protégé Program under TGC §2161.065, and the submission of a protégé as a subcontractor in the HUB subcontracting plan constitutes a good faith effort for the particular area to be subcontracted with the protégé.

Proposals that are required to submit a HSP and fail to submit the HSP will be rejected for non-compliance with the advertised contract specifications.

The Contractor awarded the contract will be responsible for maintaining business records documenting compliance with HUB Program requirements. The selected Proposer shall submit a Progress Assessment Report (PAR) monthly documenting all subcontractor payments made in the preceding month. Submission of the PAR is a condition for payment. The selected Contractor shall also report all 2nd and 3rd Tier subcontracting in the monthly PAR. PAR's are due no later than the

10th day of the following month. The PAR is required to be submitted monthly, even if no activity occurred for the month. Reports shall be submitted electronically to the HUBOffice@tea.texas.gov.

2.7.1 How to Find Texas Certified HUBs for Subcontracting Opportunities

Use the Comptroller's Centralized Master Bidders List (CMBL) / HUB Directory (make sure to check both "HUBs On CMBL" and "HUBs Only" or use "All Vendors").

1. Open https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp
2. Search: ⦿ HUBs On CMBL & ⦿ HUBs Only
3. Under Multiple Vendor Search, enter the Class Code and Item # in the designated fields or search by other available search options.

Class Code:	785	School Equipment, Teaching Aids, and Supplies
Item #:	90	Test and Test Scoring Devices
Class Code:	918	Consulting Services
Item #:	12	Analytical Predictive Studies and Surveys Consulting
Item #:	38	Education and Training Consulting
Class Code:	920	Data Processing, Computer, Programming, and Software Services
Item #:	40	Programming Services, Computer, Including Mobile Device Applications
Item #:	45	Software Maintenance and Support Services
Class Code:	924	Educational and Training Services
Item #:	05	Advisory Services, Educational
Item #:	16	Course Development Services, Instructional and Training
Item #:	18	Educational Services, Alternative
Item #:	19	Educational Research Services
Item #:	20	Examination and Testing Services
Class Code:	961	Miscellaneous Services, No. 1 (Not Otherwise Classified)
Item #:	72	Transcription Services: Academic, Braille, Legal, etc.
Item #:	75	Translation Services, All Languages
Item #:	90	Writing Services, All Kinds
Class Code:	962	Miscellaneous Services, No. 2 (Not Otherwise Classified)
Item #:	86	Transportation of Goods, Shipping and Handling, and Other Freight Services
Class Code:	965	Printing: Preparations, Etching, Photoengraving, Preparation of Mats, Negatives and Plates and Printing Services
Item #:	15	Artwork, Camera Ready
Item #:	46	Graphic Design Services for Printing
Class Code:	966	Printing and Typesetting Services
Item #:	18	Copying Service, Reproduction
Item #:	25	Digital Printing
Item #:	76	Print-On-Demand Printing Services, Including Print and Distribute Services
Class Code:	971	Real Property Rental or Lease
Item #:	30	Hotel and Motel Accommodations
Item #:	45	Office Space Rental or Lease
Items #:	65	Room Rental or Lease for Conferences, Seminars, etc.

4. Click the **Search** link of the bottom of the webpage.

Proposers who are certified as a HUB with the State of Texas are encouraged to submit a proposal for the services requested in this RFP.

2.8 CONFLICT OF INTEREST

A proposer will not be selected if it has a conflict of interest that will or may arise during the performance of its obligations under the contract. For this reason, Proposer's response to this RFP must disclose any existing or potential conflicts of interest or possible issues that might create appearances of impropriety relative to the submission of a proposal from Proposer and its proposed subcontractors', possible selection as Successful Proposer, or its performance of the Contract.

As part of this disclosure requirement, each Proposer must include in its proposal all past and present contractual, business, financial or personal relationships between Proposer and TEA and between Proposer's proposed subcontractors, if any, and TEA. For purposes of this disclosure requirement, (i) "past" is defined as within the two (2) calendar years prior to the deadline for submission of proposals in response to this RFP; (ii) TEA is defined as the statewide elected official who heads the Agency as well as the Agency's employees or recent former employees; and (iii)"recent former employees" are defined as those TEA employees who have terminated Agency employment within the two (2) calendar years prior to the deadline for submission of proposals in response to this RFP. For each item, Proposer must provide a detailed explanation of why Proposer does or does not believe such item poses a conflict of interest, potential conflict of interest, or appearance of impropriety issue relative to Proposer's submission of a proposal, possible selection as Successful Proposer or its performance of the Contract.

For purposes of this RFP, "personal relationship" is defined as a current or past connection other than a clearly contractual, business, financial, or similar relationship and includes family relationships or other connections outside simply providing a response to this RFP. For this purpose, "family relationship" means a relationship within the third degree of consanguinity or second degree of affinity (see Chapter 573 of the Texas Government Code) which defines these degrees of consanguinity and affinity.

Connections other than such family relationships fall within this definition and must be disclosed if a reasonable person could expect the connection to diminish Proposer's independence of judgment or effectiveness in the performance of Proposer's responsibilities to TEA or the State under the Contract. Connections also fall within this definition if a reasonable person could expect the connection, within the overall context of Proposer's submission of a proposal, possible selection as Successful Proposer, or its performance of the Contract, to create an issue for the Agency's consideration relative to a potential appearance of impropriety or conflict of interest.

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

Name of Former Executive; Name of State Agency; Date of Separation from State Agency; Position with Bidder; and Date of Employment with Bidder.

If the circumstances certified by Proposer change or additional information are obtained subsequent to submission of proposals, by submitting a response Proposer agrees that it is under a continuing duty to supplement its response under this provision and that the duty to disclosure of any conflicts of interest is an ongoing obligation throughout the term of the contract. Proposer shall submit updated information as soon as reasonably possible upon learning of any change to their affirmation.

2.9 CERTIFICATE OF INTERESTED PARTIES (FORM 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested

parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law 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. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Staring on January 1, 2016, the commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. A sample Form 1295 is shown in Attachment D.

SECTION THREE: PROPOSAL FORMAT AND CONTENT

3.1 PROPOSAL FORMAT AND CONTENT

Proposals must be written entirely on 8 ½" X 11" white paper and must be limited to 200 pages not including appendices and attachments. Proposals should be stapled in the top left corner or if bound may be bound in no more than a 3-ring binder. Proposals must be submitted in a manner which does not carry any benefit, keepsake, or value for members of the review panel.

3.1.1 Proposal Cover Page

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

3.1.2 Response Checklist

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

☐	Proposal Cover Sheet	Sec. 3.1.1/Attachment E
☐	Understanding of the Project and Methodology	Sec. 3.2
☐	Management Plan	Sec. 3.3
☐	Task Activity Plan	Sec. 3.4/Attachment F
☐	Cost Proposal	Sec. 3.5/Attachments G & H
☐	Proposer's Financial Responsibility	Sec. 3.6
☐	Signed Execution of Offer, Affirmation of Terms and Conditions, and Proposal Preferences	Attachment B
☐	HUB Subcontracting Plan (HSP)	Attachment C

3.2 UNDERSTANDING OF THE PROJECT AND METHODOLOGY

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

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

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

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

3.3 MANAGEMENT PLAN FOR THE PROJECT

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

3.3.1 Structure of the organization

3.3.2 Indications of the ability to perform the tasks described in section 1.5

3.3.3 Evidence that the Proposer has experience through working on similar projects

3.3.4 Three (3) current references that include the name of the agency or entities, the nature of the project, kinds of activities that were performed by the proposer must be described, and the name and phone number of a contact person from each employing agency/entity must be provided. Names given as references will not affect the scoring. In addition, no employees of TEA can be listed in the proposal as references. They may be listed in a memo transmitting the proposal, but not in the proposal. If the proposer plans to use external consultants or subcontractors, a staff organization and resumes of consultants and/or subcontractors must be included.

3.3.5 Name of the Proposer's Project Manager who will direct the overall project throughout the duration of the contract as well as those of staff members who will coordinate major activities during each phase of the contract, and the time allocations that the personnel described will devote to fulfillment of the contract. Proposers must also identify the next level of authority within the organization to escalate issues throughout the term of the contract. The information will be required during the contract kick-off meeting. (Resumes of all project staff members shall be submitted as an appendix.) If the resumes include references, the references will not be considered in the review.

3.4 TASK/ACTIVITY PLAN

Proposer must plan for a project starting date of no earlier than September 1, 2018, and an ending date of no later than August 31, 2022 if selected as the contractor. The proposer must submit a task/activity plan specifying to the degree possible the tasks and activities which are to be undertaken and the projected cost. Timelines showing beginning and ending dates for each major task are to be included, as well as the name(s) of person(s) responsible for each task. Activities must be sufficiently designed and outlined in the task/activity plan that will provide evidence of satisfactory delivery of services and products. Time frames must be logical and appropriate to complete all activities within the beginning and ending dates of the contract. Failure to meet this condition shall result in disqualification of proposal and the proposal shall receive no further consideration. A sample format for the task/activity plan is shown in Attachment F.

3.5 COST PROPOSAL

Successful Respondent represents and warrants that all prices, charges, benefits, warranties, and terms granted to TEA pursuant to the contract are comparable to, or more favorable to, TEA than the prices, charges, benefits, warranties, and terms that Successful Respondent has heretofore offered to any person or entity for the products and/or services covered under any other agreement. If at any time during the term of the contract Successful Respondent shall contract with any other person or entity for prices, charges, benefits, warranties and terms more favorable to such person or entity, Successful Respondent must notify TEA of such more favorable terms and TEA, in its sole discretion, may require that such more favorable prices, charges, benefits, warranties or other terms be available to TEA under the contract resulting from this RFP, and be retroactive to the date of such contract.

The Proposer must complete the Pricing Sheets shown in Attachment G. The cost evaluation shall be based on a total cost using the firm, fixed prices provided by the Proposer and the estimates as stated in the Examination Fees section. The prices quoted for the Additional Services and/or Products will not be included in the objective cost evaluation.

The evaluation cost shall be based on the four-year contract period. Fifteen (15) of the cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Proposer's Price}}{\text{Compared Proposer's Price}} \times \text{Maximum Cost Evaluation points (15)} = \text{Assigned Cost Points}$$

The Proposer shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The Texas Education Agency makes no guarantee regarding the accuracy of the quantities stated nor does the TEA intend to imply that the estimates used for the cost evaluation in any way reflect actual nor anticipated test administrations.

The Proposer must submit a budget detailing costs necessary to accomplish the project objectives and activities outlined in the task/activity plan. It is recommended that budget detail be submitted in Excel compatible or Excel format. See Attachment H, Suggested Format for Budget Summary and Expenditure Report. Proposer must identify costs associated with Section 1.5 Project Description and Requirements.

Objects of expenditures in the budget summary may vary depending on the project. Costs must be justified in terms of activities and objects of expenditures must be reasonable (i.e., consistent with current market price) and necessary to accomplish the objectives of the project. The budget must show evidence that financial resources are adequately and appropriately allocated among cost categories in a cost-effective and prudent business manner to accomplish project objectives and activities. Services to be purchased from other agencies, subcontractors, including any amounts subcontracted to HUBs, consultants, and others must be specified.

Failure to complete the appropriate Pricing Sheets or the budget summary shall result in disqualification of proposal, and the proposal shall receive no further consideration.

3.6 PROPOSER'S FINANCIAL RESPONSIBILITY

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

a. Private companies may be asked to submit their most recent audited financial statement or a certified public accountant-compiled financial report;

b. Nonprofits may be asked to submit an audited financial statement, a certified public accountant-compiled financial report, or similar document; and

c. Individuals may be asked to submit those documents which depict their financial stability, such as an audited proprietorship financial statement, statement from a certified public accountant or banker, or a statement from contractors or suppliers.

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

i. A copy of a letter from the Internal Revenue Service recognizing that contributions to the organization are tax deductible under Section 501(c)(3) of the Internal Revenue Code;

ii. A statement from a state taxing body or the state attorney general certifying that the organization is a nonprofit organization operating within the state and that no part of its net earnings may lawfully benefit any private shareholder or individual;

iii. A certified copy of the proposer's certificate of incorporation or similar document if it clearly establishes the nonprofit status of the proposer; or

iv. Any item described above if that item applies to a state or national parent organization, together with a statement by the parent organization that it is a local nonprofit affiliate.

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

SECTION FOUR: REVIEW OF PROPOSALS

4.1 REVIEW OF PROPOSALS

Review of proposals will begin as soon as practical after receipt. The Proposers receiving the most favorable ratings during the first round of selection will be asked to send a representative to Austin, Texas, at a time and place to be arranged for oral presentation of proposals. Proposals will be rated again following oral presentations. The evaluation team shall consist of TEA staff knowledgeable in the content area, and may also include reviewers from outside the Agency with expertise in the area. The recommendations of the review panel will be assembled and presented to senior executive Agency staff who will:

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

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

4.2 SELECTION CRITERIA

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

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

CATEGORIES	POSSIBLE POINTS
A. Quality of Products: 1. Rigor – aligned to the rigor of stated standards (can include innovative and creative approaches to measuring candidate abilities) 2. Relevance – includes relevant examples and best practices that span the diverse and changing communities in Texas 3. Reliability – produces stable and consistent results both internally (e.g., interrater) and externally (e.g., test-retest) 4. Validity – exhibits tight alignment to subject-area content and/or job-related competencies 5. Legal Defensibility – fair, free from bias, and stands up to any challenge	40
B. Quality of Management: 1. Evidence of capability to manage project and coordinate activities 2. Experience of organization, including past performance on similar contracts 3. Adequate personnel qualifications and capacity for ensuring management of all project components	10

CATEGORIES	POSSIBLE POINTS
C. Quality of Process: 1. Quality and depth of project plan (planning and execution) • Logical and appropriate time frames • Activities described in sufficient scope and detail to provide evidence of satisfactory delivery of services and products 2. Evidence of documented internal processes (such as test development, scoring, and research) 3. Evidence of documented external processes (such as communication, registration, and customer service/support.)	20
D. Cost-Effectiveness and Appropriateness of Financial Resources Dedicated to Project: 1. Pricing of certification examinations (15 points) 2. Sample budgets demonstrate alignment with tasks and activities (15 points)	30
TOTAL	**100 points**

4.2.1 Preference(s)

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

SECTION FIVE CONTRACTUAL REQUIREMENTS

5.1 CONTRACTOR'S PROPOSAL

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

5.2 PROJECT REVIEW REQUIREMENTS

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

5.3 ADDITIONAL PROJECT REQUIREMENTS

The selected contractor must be able to link its online payment system to Texas.gov such that test registration fees paid by candidates are processed through Texas.gov. More information is available at Texas.gov Solutions. The selected contractor must be able to submit on a daily basis the detail registration data in accordance with the specified file layout required by TEA for daily registration deposits made through Texas.gov.

The score data as well as the monthly registration and cancellation invoices must be submitted in the specified file format required by TEA. TEA will match the invoice files with the database of registration deposit data and score data to ensure funds and scores were received prior to validating that the invoice is correct. For any invoice file that fails edit checking, a replacement invoice must be submitted with the corrected data.

The selected contractor must handle chargebacks expeditiously and in accordance with Texas.gov requirements. The convenience fee associated with Texas.gov requirements is a non-refundable fee. The vendor must reimburse TEA for any convenience fees incurred for any unresolved chargebacks.

Only test registration fees for which TEA receives a designated share will be processed through Texas.gov. All test-related auxiliary fees charged by selected contractor will not be processed through Texas.gov.

5.4 PAYMENT

All payments are made in accordance with Texas Government Code §2251.001 et seq. Payments for Goods and Services. Unless otherwise indicated by the TEA, payment is only by reimbursement upon satisfactory performance of services. The successful bidder shall submit monthly invoices as specified by TEA to collect contractor's portion of test registration fees for tests administered and other test-related fees, including test cancellations and no-shows.

Payment is contingent upon submission of properly prepared and certified invoices. Payment will be processed per State of Texas prompt payment law.

NOTICE OF INTENT TO SUBMIT A PROPOSAL

RFP # 701-19-001

Texas Educator Certification Examination Program

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

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

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

PLEASE SUBMIT THIS NOTICE BY E-MAIL OR FAX AS SOON AS POSSIBLE AFTER RECEIPT OF THE RFP, BUT NOT LATER THAN, October 6, 2017, TO:

TEASolicitations@tea.texas.gov
Texas Education Agency
Attention to: Patsy Campos
Purchasing, Contracts and Agency Services (PCAS) Division
FAX (512) 475-1706

TEXAS EDUCATION AGENCY STANDARD TERMS AND CONDITIONS

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

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

1. *Contract* means the document entered into between TEA and Contractor or Performing Agency, including all of TEA's attachments, appendices, schedules (including, but not limited to the General Provisions and the Special Provisions), amendments and extensions of or to the Contract.
2. *TEA, Receiving Agency, or Owner* means the Texas Education Agency.
3. *Proposer, Respondent, or Bidder* identifies a person or entity who responds to the following specific competitive solicitations; Proposer or Respondent (may be used interchangeably) responds to a Request for Proposal; Respondent responds to a Request for Qualifications, Bidder responds to an Invitation for Bid. Proposer, Respondent, and Bidder infer pre-solicitation award status and Contractor infers post-award status.
4. *Proposal, or Response, or Bid Package,* is what a Proposer, or Respondent, or Bidder submits in response to the following specific competitive solicitations: a Proposal or Response (may be used interchangeably) is submitted for a Request for Proposal; a Response is submitted for a Request for Qualifications; a Bid Package is submitted for an Invitation for Bid;
5. *Contractor or Performing Agency* means the party to this Contract who is providing the contracted goods or services to TEA, the Receiving Agency.
6. *Project Manager/Administrator* means the respective person(s) representing TEA or Contractor, as indicated by the Contract, for the purposes of administering the Contract Project.
7. *Contract Project* means the purpose intended to be achieved through the Contract.
8. *Amendment* means a contract document used to formalize additions or changes to the Contract mutually agreed to by both Parties.
9. *Major Contract* means any contract that has a value of at least $1 million pursuant to Texas Government Code Section 2262.001(4).
10. *Works* means all tangible or intangible material, products, ideas, documents or works of authorship prepared or created by Contractor for or on behalf of TEA at any time after the beginning date of the Contract. "Works" includes but is not limited to computer software, data, information, images, illustrations, designs, graphics, drawings, educational materials, assessment forms, testing materials, logos, trademarks, patentable materials, etc. "Works" does not include any pre-existing materials of Contractor, or any licensed third party materials provided by Contractor.
11. *Intellectual Property Rights* means the worldwide intangible legal rights or interests evidenced by or embodied in: (a) any idea, design, concept, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (b) any work of authorship, including any copyrights, moral rights or neighboring rights; (c) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (d) domain name registrations; and (e) any other similar rights. The Intellectual Property Rights of a party include all worldwide intangible legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.
12. *TEA Confidential Information* means information that is confidential under the provisions of the Family Educational Rights and Privacy Act (FERPA), the Texas Public Information Act, or other applicable state or federal laws. Examples of TEA Confidential Information include: (a) personally identifiable student information; (b) social security numbers; (c) driver's license numbers; (d) criminal background checks; (e) e-mail address of a member of the public, unless the individual waives his or her right to e-mail confidentiality by affirmatively consenting to disclose the e-mail address or the individual seeks to contract or has a contract with TEA; (e) certain personnel information concerning a TEA employee including home address, home telephone number, emergency contact information, and family member information (if the employee elects in writing to keep this information confidential), personal medical information, and information reflecting personal financial decisions such as the employee's choice of insurance carrier or choice to contribute money to a 401(k); (f) biometric identifiers such as fingerprints; (g) information about security vulnerabilities in TEA systems; and (h) SAS data sets.

B. Funding Out Clause: This Contract is contingent upon the availability of funding. If funds become unavailable through lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruptions of current appropriations, this Contract is void upon the insufficiency (in TEA's discretion) or unavailability of appropriated funds. In addition, this Contract may be terminated by TEA at any time for any reason upon notice to Contractor. Expenditures and/or activities for which

Contractor may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from TEA.

C. Indemnification:

Acts or Omissions

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

Infringements

1. Contractor shall indemnify and hold harmless the State of Texas and the TEA, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF CONTRACTOR PURSUANT TO THIS CONTRACT. CONTRACTOR AND TEA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

2. Contractor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Contractor's written approval, (iii) any modifications made to the product by Contractor pursuant to TEA's specific instructions, (iv) any intellectual property right owned by or licensed to TEA, or (v) any use of the product or service by TEA that is not in conformity with the terms of any applicable license agreement.

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

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

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

CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS TEA, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. CONTRACTOR SHALL

BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR AND TEA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

For local educational agencies (LEAs), regional education service centers (ESCs), public institutions of higher education (IHEs), and state agencies: Contractor or Performing Agency, to the extent permitted by law, shall hold TEA harmless from and shall indemnify TEA against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising from, or in connection with, any acts of Contractor or Performing Agency in performance of the Contract.

D. Assignments, Transfers, Subcontracting and Substitutions: Contractor shall not assign, transfer, subcontract or substitute any of its rights or responsibilities under this Contract without prior formal written amendment to this Contract properly executed by both TEA and Contractor. TEA reserves the right to request changes in personnel assigned to the project. The TEA Project Manager must pre-approve any changes in key personnel throughout the contract term. Any changes to the HUB Subcontracting Plan (HSP) must be approved by TEA HUB Coordinator before staffing changes are initiated. Substitutions are not permitted without written approval of TEA Project Manager. The awarded Contractor will be responsible for maintaining business records documenting compliance with HUB Program requirements. Contractor shall submit a Progress Assessment Report (PAR) monthly documenting all subcontractor payments made in the preceding month. Submission of the PAR is a condition for payment. The selected Contractor shall also report all 2nd and 3rd Tier subcontracting in the monthly PAR. PAR's are due no later than the 10th day of the following month. The PAR is required to be submitted monthly, even if no activity occurred for the month. Reports shall be submitted electronically to the HUBOffice@tea.texas.gov. In addition to the PAR, Contractor shall also create and maintain a monitoring report to document that it is diligently monitoring and enforcing subcontractor compliance with the Contract. When requested by TEA, Contractor shall furnish TEA with satisfactory proof of its compliance with this provision.

E. Encumbrances/Obligations: All encumbrances, accounts payable, and expenditures shall occur on or between the beginning and ending dates of this Contract. All goods must have been received and all services rendered during the Contract period in order for Contractor to recover funds due. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures.

F. Contractor's Proposal: Contractor's Proposal that was furnished to TEA in response to the competitive solicitation (Request for Proposal) is incorporated in this Contract by reference. The provisions of this Contract shall prevail, however, in all cases of conflict arising from the terms of Contractor's Proposal whether such Proposal is a written part of this Contract or is attached as a separate document.

G. Requirements, Terms, Conditions, and Assurances: The terms, conditions, and assurances, which are stated in the competitive solicitation, in response to which Contractor submitted a Proposal, Response or Bid Package, are incorporated herein by reference for all purposes, although the current General Provisions shall prevail in the event of conflict.

H. Records Retention and the Right to Audit: Contractor shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Contractor in connection with the Contract Project. These records and accounts shall be retained by Contractor and made available for programmatic or financial audit by TEA and by others authorized by law or regulation to make such an audit for a period of not less than 7 years from the date of completion of the Contract Project or the date of the receipt by TEA of Contractor's final claim for payment or final expenditure report in connection with this Contract, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed.

Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of Contractor or any other entity or person receiving funds from the state directly under this Contract or indirectly through a subcontract under this Contract. The acceptance of funds by Contractor or any other entity or person directly under this Contract or indirectly through a subcontract under this Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, Contractor or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

Contractor further agrees that acceptance of funds under this Contract acts as acceptance for TEA to conduct an audit or investigation in connection with those funds. Contractor, subcontractors, and any entities receiving funds through this Contract shall cooperate fully with TEA in the conduct of the audit or investigation, including providing all records pertaining to this Contract that are requested.

I. Intellectual Property Ownership: Contractor agrees that all Works are, upon creation, works made for hire and the sole property of TEA. If the Works are, under applicable law, not considered works made for hire, Contractor hereby assigns to TEA all worldwide ownership of all rights, including the Intellectual Property Rights, in the Works, without the necessity of any further consideration, and TEA can obtain and hold in its own name all such rights to the Works. Contractor agrees to maintain written agreements with all officers, directors, employees, agents, representatives and subcontractors engaged by Contractor for the Contract Project, granting Contractor rights sufficient to support the performance and grant of rights to TEA by Contractor. Copies of such agreements shall be provided to TEA promptly upon request.

Contractor warrants that (i) it has the authority to grant the rights herein granted, (ii) it has not assigned or transferred any right, title, or interest to the Works or Intellectual Property Rights that would conflict with its obligations under the Contract, and Contractor will not enter into any such agreements, and (iii) the Works will be original and will not infringe any intellectual property rights of any other person or entity. These warranties will survive the termination of the Contract. If any preexisting rights are embodied in the Works, Contractor grants to TEA the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (a) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such preexisting rights and any derivative works thereof and (b) authorize others to do any or all of the foregoing. Contractor agrees to notify TEA on delivery of the Works if they include any such preexisting rights. On request, Contractor will provide TEA with documentation indicating a third party's written approval for Contractor to use any preexisting rights that may be embodied or reflected in the Works.

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

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

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

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

J. Time Delays; Suspension; Sanctions for Failure to Perform; Noncompliance:

Time is of the Essence.

Contractor's timely performance is essential to this contract.

Suspension

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

Sanctions

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

K. Information Security Requirements, Proprietary, FERPA, and Confidential Information:

Access to TEA Confidential Information

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

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

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

No later than 60 days from Contract expiration or termination or as otherwise specified in this Contract, Contractor must complete the sanitization and destruction of the data and provide to TEA documentation that the sanitization has been completed. The documents must be certified by an authorized agent of the company.

FERPA

Contractor, its employees and subcontractor's, agree that in executing tasks on behalf of the TEA, they will not use any student-identifying information in any way that violates the provisions of FERPA, and will destroy or return all student-identifying information within 60 days of project completion. Contractor also agrees not to disclose any information to which it is privy under this Contract without the prior consent of the agency.

Access to Internal TEA Network and Systems

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

Disclosure of Security Breach

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

1. Description of the nature of the Security Incident;
2. The type of TEA information involved;

3. Who may have obtained the information;
4. What steps Contractor has taken or will take to investigate the Security Incident;
5. What steps Contractor has taken or will take to mitigate any negative effect of the Security Incident; and
6. A point of contact for additional information.

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

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

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

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

M. **Capital Outlay:** If Contractor purchases capital outlay (furniture and/or equipment) to accomplish the Contract Project, title will remain with Contractor for the period of the Contract. TEA reserves the right to transfer capital outlay items for Contract noncompliance during the Contract period or as needed after the ending date of the Contract. This provision applies to any and all furniture and/or equipment regardless of unit price and how the item is classified in Contractor's accounting record. This provision is applicable when federal funds are utilized for the Contract.

N. **TEA Property (terms):** In the event of loss, damage or destruction of any property owned by or loaned by TEA while in the custody or control of Contractor, Contractor shall indemnify TEA and pay to TEA the full value of or the full cost of repair or replacement of such property, whichever is the greater, within 30 days of Contractor's receipt of written notice of TEA's determination of the amount due. This applies whether the property is developed or purchased by Contractor pursuant to this Contract or is provided by TEA to Contractor for use in the Contract Project. If Contractor fails to make timely payment, TEA may obtain such money from Contractor by any means permitted by law, including but not limited to offset or counterclaim against any money otherwise due to Contractor by TEA.

O. **Governing Law, Venue, and Jurisdiction:** Subject to and without waiving any of TEA's rights, including sovereign immunity, this Contract is governed by and construed under and in accordance with the laws of the State of Texas. Venue for any suit concerning the solicitation, this Contract, and any resulting contract or purchase order shall be in a court of competent jurisdiction in Travis County, Texas.

P. **Point of Contact and Escalation:** All notices, reports and correspondence required by this Contract shall be in writing and delivered to TEA Project Manager listed below or their successors in office. Within 30 days of execution of this Contract, the respective Parties will designate the next level of personnel within each organization to address conflicts or ambiguity that cannot be resolved at the Project Manager level.

TEA	CONTRACTOR
Texas Education Agency	

1701 N. Congress Ave	
Austin, Texas 78701	
Email:	

Q. Federal Rules, Laws, and Regulations That Apply to all Federal Programs: Contractor shall be subject to and shall abide by all federal laws, rules, and regulations, pertaining to the Contract Project, including, but not limited to:

1. Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. sec. 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64;
2. Title VI of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 CFR Part 100;
3. Title IX of the Education Amendments 1972, as amended (prohibition of sex discrimination in educational institutions) and the regulations effectuating its provisions contained in 34 CFR Part 106, if Contractor is an educational institution;
4. Section 504 of the Rehabilitation Act of 1973, as amended (nondiscrimination on the basis of handicapping condition), and the regulations effectuating its provisions contained in 34 CFR Parts 104 and 105;
5. The Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age), and the implementing regulations contained in 34 CFR, Part 110;
6. Family Educational Rights and Privacy Act of 1975, as amended, and the implementing regulations contained in 34 CFR, Part 99, if Contractor is an educational institution;
7. Section 509 of H.R. 5233 as incorporated by reference in P.L. 99-500 and P.L. 99-591 (prohibition against the use of federal grant funds to influence legislation pending before Congress);
8. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103-382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and
9. General Education Provisions Act, as amended.

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

R. Forms, Assurances, and Reports: Contractor shall timely make and file with the proper authorities all forms, assurances and reports required by federal laws and regulations. TEA shall be responsible for reporting to the proper authorities any failure by Contractor to comply with the foregoing laws and regulations coming to TEA's attention, and may deny payment or recover payments made by TEA to Contractor in the event of Contractor's failure so to comply. Contractor who is indebted or owes delinquent taxes to the state will have any payments under the Contract applied toward the debt or delinquent taxes owed the state until the account is paid in full, regardless of when the debt or delinquency was incurred. This provision does not apply if the warrant or transfer results in payments being made in whole or in part with money paid to the state by the Federal Government. Pursuant to 34 TAC §201.14 -18 and Texas Government Code, Chapter 2161, Contractors shall maintain business records documenting compliance with the HUB subcontracting plan (HSP) and shall submit a compliance report to TEA monthly, in the format required by TEA. The compliance report submission shall be required as a condition for payment. If Contractor subcontracts any part of the Contract in a manner that is not consistent with its HSP, the selected respondent must submit a revised HSP before subcontracting any of the work under the Contract. If Contractor subcontracts any of the work without prior authorization and without complying with this section, Contractor is deemed to have breached the Contract and is subject to any remedial actions provided by Government Code, Chapter 2161, and other applicable state law.

S. Signature Authority; Final Expression; Superseding Document: Contractor certifies that the person signing this Contract has been properly delegated this authority. The Contract represents the final and complete expression of the terms of agreement between the parties. The Contract supersedes any previous understandings or negotiations between the parties. Any representations, oral statements, promises or warranties that differ from the Contract shall have no force or effect. The Contract may be modified, amended or extended only by formal written amendment properly executed by both TEA and Contractor.

T. Antitrust: By signing this Contract, Contractor, represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation or institution has, (1) violated the antitrust laws of the State of Texas under Texas Business and Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract.

U. Family Code Applicability: By signing this Contract, Contractor, if other than a state party, certifies that in Section 231.006 of the Family Code, that Contractor is not ineligible to receive specified grant, loan, or payment under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. TEA reserves the right to terminate this Contract if Contractor is found to be ineligible to receive payment. If Contractor is found to be ineligible to receive payment and the Contract is terminated, Contractor is liable to TEA for attorney's fees, the costs necessary to complete the Contract, including the cost of advertising and awarding a second contract, and any other damages or relief provided by law or equity.

V. Dispute Resolution: The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by TEA and Contractor to attempt to resolve all disputes arising under this Contract. The parties may agree to mediation of their dispute at any time. However, if all issues in dispute are not completely resolved through direct negotiations between the parties within 180 days after TEA receives Contractor's notice of claim, then the parties must submit the dispute to mediation before a mutually acceptable mediator in Travis County, Texas. The mediation must be completed on or before 270 days after TEA receives Contractor's notice of claim. Completion of the mediation is a condition precedent to the filing of a contested case hearing under Chapter 2260. TEA's participation in mediation or any other dispute resolution process shall not waive any of TEA's contractual or legal rights and remedies, including but not limited to sovereign immunity.

W. Interpretation: In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, Appendices, General Provisions, Special Provisions, Exhibits, and Attachments or other documents; this Contract and its General Provisions, Appendices and Special Provisions shall take precedence over all other documents which are a part of this Contract.

X. Compliance with Laws: Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting Contractor's performance, including if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations. For the entire duration of the Contract, Contractor shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. When required or requested by TEA, Contractor shall furnish TEA with satisfactory proof of its compliance with this provision.

Y. Public Information: TEA is subject to the provisions of the Texas Public Information Act. If a request for disclosure of this Contract or any information related to the goods or services provided under the Contract or information provided to TEA under this Contract constituting a record under the Act is received by TEA, the information must qualify for an exception provided by the Act in order to be withheld from public disclosure. Contractor authorizes TEA to submit any information contained in the Contract, provided under the Contract, or otherwise requested to be disclosed, including information Contractor has labeled as confidential proprietary information, to the Office of the Attorney General for a determination as to whether any such information may be exempt from public disclosure under the Act. If TEA does not have a good faith belief that information may be subject to an exception to disclosure, TEA is not obligating itself by this Contract to submit the information to the Attorney General. It shall be the responsibility of Contractor to make any legal argument to the Attorney General or appropriate court of law regarding the exception of the information in question from disclosure. Contractor waives any claim against and releases from liability TEA, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by Contractor and determined by the Attorney General or a court of law to be subject to disclosure under the Act.

Under Section 2252.907 of the Texas Government Code, a contract between a state governmental entity and a non-governmental contractor involving the exchange or creation of public information, as defined by the Texas Government Code Section 552.002, must require the non-governmental contractor to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state**.** TEA Project Manager will provide the specific format by which Contractor is required to make the information accessible by the public.

Z. Gratuities: By signing this Contract, Contractor represents and warrants that Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.

AA. Protests: Any actual or prospective Respondent, Proposer, Bidder, or Contractor who is aggrieved in connection with the solicitation, evaluation, or award of this Contract by TEA may submit a formal protest to the Director of TEA's Contracts, Purchasing and Agency Services (PCAS) Division. This protest procedure shall be the

exclusive method by which anyone may make a challenge to any aspect of TEA's contracting process. TEA will not be required to consider the merits of any protest unless the written protest is submitted within 10 working days after such aggrieved person knows, or reasonably should have known, of the occurrence of the action which is protested. The protest document must meet with all requirements in applicable law and TEA's rules (19 TAC Section 30.2002) http://ritter.tea.state.tx.us/rules/tac/index.html.

If the protest procedure results in a final determination by TEA that a violation of law has occurred in its contracting process in a case in which a contract has been awarded, then TEA may declare the contract void at inception. In that event, the party who had been awarded the contract shall have no rights under the contract and no remedies under the law against TEA.

BB. Liability for and Payment of Taxes: Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, state, or local income, sales or excise taxes of Contractor or its employees. TEA shall not be liable for any taxes resulting from this Contract.

CC. Severability: In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, the invalid provision will be deemed severable and stricken from the Contract as if it had never been incorporated herein. The remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

DD. Conformance: Contractor warrants that all goods and services furnished shall conform in all respects to the terms of this Contract, including any drawings, specifications or standards incorporated herein, and any defects in materials, workmanship, and free from such defects in design. In addition, Contractor warrants that goods and services are suitable for and will perform in accordance with the purposes for which they are intended.

EE. Felony Criminal Convictions: Contractor represents and warrants that Contractor has not and Contractor's employees assigned to TEA projects have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Contractor has fully advised TEA as to the facts and circumstances surrounding the conviction.

FF. Criminal Background Checks: If during the term of this Contract, Contractor, and/or Contractor staff, or subcontractor have access to Texas public school campuses, all Contractor and/or Contractor's staff must submit to a national criminal history record information review (includes fingerprinting) and meet all eligibility standards and criteria as set by TEA before serving in assignments on behalf of TEA. This requirement applies to all individuals who currently serve or will serve in TEA assignments that have the possibility of direct contact with students. Assignments are contingent upon meeting TEA eligibility standards. Contractor and/or any staff member of Contractor who may perform services under this Contract must complete this criminal history review before the beginning of an assignment. If said individuals have not completed this requirement or the review results in a determination that Contractor is not eligible for assignment, this Contract will be terminated effective immediately or the date of notice of non-eligibility, whichever is earliest.

GG. Assignment of Contract: This Contract may not be assigned, sold, or transferred without the express written consent of TEA Purchasing, Contracts, and Agency Services (PCAS) Division. An attempted assignment after Contract award without TEA approval will constitute a material breach of Contract.

HH. Buy Texas: In accordance with Government Code, Section 2155.444, the State of Texas requires that during the performance of a contract for services, Contractor shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state. This provision does not apply if Contractor receives any federal funds under this Contract.

II. Excluded Parties List System: TEA and Contractor must adhere to the directions provided in the President's Executive Order (EO) 13224, Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, which may be viewed at http://www.whitehouse.gov/briefing-room/presidential-actions/executive-orders. That Executive Order prohibits any transaction or dealing by United States persons, including but not limited to the making or receiving of any contribution of funds, goods, or services to or for the benefit of those persons listed in the General Services Administration's Excluded Parties List System (EPLS) which may be viewed on the System for Award Management (SAM) site at http://www.sam.gov.

JJ. Suspension and Debarment: Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any federal, state or local government entity and that Contractor is in compliance with the State of

Texas statutes and rules relating to procurement. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Contract.

KK. Electronic and Information Resources Accessibility Standards: State agencies shall procure products which comply with the State of Texas Accessibility requirements for Electronic Information Resources specified in 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.
Regulations updating the accessibility requirements for entities covered by Section 508 of the Rehabilitation Act of 1973 have been adopted in FY 2015. Therefore, all current and potential contractors are hereby notified of the changes. The current technical requirements for accessibility contained within this regulation form the basis for our Texas TAC rules on EIR Accessibility.
This refresh of 508 uses the WCAG 2.0 AA Accessibility Guidelines (also ISO/IEC standard 40500) as the new technical standard that federal agencies are required to meet when procuring products and services. The Texas Department of Information Resources is modifying the TAC rules to align with it.

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

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

Web development Contractors should already be familiar with designing to this standard, and their ability to meet these standards should be a strong consideration in the selection process.

The free online resources listed below are available to assist developers and content producers in transitioning to these guidelines.

WCAG 2.0 at a glance
IBM Developer Guidelines Web Checklist
Webaim.org Accessibility Checklist

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

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

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

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

NN. Nondisclosure; Press Releases: All information gathered, produced, derived, obtained, analyzed, controlled or Accessed by Contractor in connection with this Contract shall be and remain confidential and shall not be released or disclosed by Contractor without the prior written consent of TEA.

OO. Independent Contractor: Contractor or Contractor's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing the services under any purchase order

resulting from this Contract. Contractor or Contractor's employees, representatives, agents and any subcontractors shall not be employees of TEA. Should Contractor subcontract any of the services required in this Contract, Contractor expressly understands and acknowledges that in entering into such subcontract(s), TEA is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve bidder of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this Contract.

PP. Contractor Performance and Past Performance: TEA is required to submit Contractor Performance reports under Texas Government Code, §2262.055, and 34 Texas Administrative Code (TAC), §20.509 and §20.115. Govt. Code §2155.089 requires agencies to report contractor performance for purchases over $25,000. Agencies are also encouraged to report contractor performance on purchases under $25,000 and associated with contracts and purchase orders issued throughout the life of a contract or purchase order, not just at its conclusion. The Comptroller's Vendor Performance Tracking System (VPTS) provides the state procurement community with a comprehensive tool for evaluating vendor performance to reduce risk in the contract awarding process. Historic reports submitted prior to February 10th, 2017 were graded on a satisfactory or unsatisfactory scale. The score will be displayed as "Legacy Satisfactory" or "Legacy Unsatisfactory." The Contractor must have a score of "Legacy Satisfactory" or, for scores submitted after February 10, 2017, a Contractor must reflect a letter grade of 'A'."

TEA may conduct reference checks with other entities regarding past performance of Respondent or its subcontractors. In addition to evaluating performance through the VPTS, TEA may examine other sources of contractor performance, including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Such sources of contractor performance may include any governmental entity, whether an agency or political subdivision of the State of Texas, another state, or the Federal government. Further, TEA may initiate such examinations of contractor performance based upon media reports. Any such investigations shall be at the sole discretion of TEA, and any negative findings, as determined by TEA, may result in a non-award to Respondent. The VPTS is located on Comptroller's website at: https://www.comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/.

QQ. Termination: This Contract shall terminate upon full performance of all requirements contained in this Contract, unless otherwise extended or renewed as provided in accordance with the Contract Terms and Conditions.

1. **Termination for Convenience:** TEA may terminate this Contract at any time, in whole or in part, without penalty, by providing 15 calendar days' advance written notice to Contractor. In the event of such a termination, Contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. TEA shall be liable for reimbursing only those expenses incurred by Contractor that are permitted, properly performed under this Contract and were incurred prior to the effective termination date.

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

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

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

3. **Termination Due to Changes in Law:** If federal or state laws or regulations or other federal or state requirements are amended or judicially interpreted so that either party cannot reasonably fulfill this Contract and if the parties cannot agree to an amendment that would enable substantial continuation of the Contract, the parties shall be discharged from any further obligations under this contract.

4. **Rights upon Termination or Expiration of Contract:** In the event that the Contract is terminated for any reason, or upon its expiration, TEA shall retain ownership of all associated work products and documentation obtained from Contractor under the Contract.

5. **Survival of Terms:** Termination of the Contract for any reason shall not release Contractor from any liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, invoice and fees verification.

6. **Contract Transition:** In the event a subsequent competitive solicitation is awarded to a New Contractor, the Outgoing Contractor shall hand-over to the New Contractor all "Works" including but not limited to the following: data, materials, database access, intellectual property, source code, training materials, access to websites, asset transfer, and maintenance of service commitments. The purpose of transition planning is to ensure a seamless and continuous service when changing from one contract to another. The Outgoing Contractor will begin shipping, transmitting or providing access to all appropriate materials and data to the New Contractor within 10 days of announcement of award at the New Contractor's expense for data processing and production, packing and shipping. The Outgoing Contractor will be responsible for providing the services identified in the Contract until all records have been completely transferred to the New Contractor. The Outgoing Contractor is responsible for performing due diligence to ensure that all the transition activities are identified and completed during the Contract transition.

   The Outgoing Contractor shall submit to TEA requested reports and data. TEA will not release the final invoice until all materials are returned to TEA or their designee. TEA Project Manager shall approve the Transition Plan prior to its implementation. The Transition Plan must minimize the impacts on continuity of operations and maintain communication with TEA Project Manager and the New Contractor.

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

If the solicitation documents and contract documents for a TEA contract submitted to the Texas Comptroller of Public Accounts' Contract Advisory Team (CAT) (contracts with a value of at least $10 million pursuant to Texas Government Code Section 2262.101(1) substantially changes, agencies are required to resubmit their solicitation documents(s) for CAT review. Changes in the major contract solicitation are considered substantial when: 1) the solicitation change caused the estimated value for the original term of the contract, not including renewal periods, to increase by 20% or more; 2) or there are significant revisions, deletions and/or additions to the specifications, statement of work (SOW), set(s) of deliverables, performance measures, payment methodology, etc.

1. For all other contracts (excludes major contracts) the Contractor is permitted to re-budget among direct cost categories within the approved budget to meet unanticipated requirements and to make limited changes 25% or up to $1,000 in a direct category in the approved budget without the issuance of a written Amendment as long as the total budget amount does not change. Contractors are required to report deviations from budget and request prior approvals from the TEA Project Manager. Additionally, a revised budget document must be submitted to TEA Project Manager for approval. Once approved, the documents must be submitted to the Contract staff for incorporation into the contract file. **Failure to submit the budget documents will result in invoices being rejected or payment delayed.**

2. Written amendments are required for the following Contract changes:
   a. Any revision which would result in the need for additional funding;
   b. Revisions or additions to the scope of work, deliverables, or objectives of the Contract (regardless of whether there is an associated budget revision requiring prior approval). Increases of 20% or more for <u>major contracts</u> must be approved by the Texas Comptroller;
   c. A request to extend the period of the Contract;
   d. Any reduction of funds or reduction in the scope of work;
   e. Whenever a line item within a class/object code is added;
   f. An increase in the quantity of capital outlay item(s) requested; and
   g. An increase or decrease in the number of positions charged to Contract.

SS. Payment: Payment for goods or services purchased with state-appropriated funds will be issued by electronic direct deposit from the State Treasury. Direct deposit is the preferred method of payment. Additional information and a Direct Deposit Authorization application may be found at: https://fmx.cpa.state.tx.us/fm/payment/index.php Invoices must be submitted to TEAAccountsPayable@tea.texas.gov and TEA Project Manager. Any payment owed by TEA must be transmitted electronically to Contractor no later than 30 days after the later of:

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

Payment for service(s) described in this Contract is contingent upon satisfactory completion of the deliverables or services. TEA project manager may also utilize a Deliverables and Services Review and Acceptance Process written procedures. When the formal procedures are to be utilized, the TEA project manager will provide to the selected Contractor a copy of the Handbook. Contractor must submit final deliverables to TEA for review and approval prior to invoicing. These include test items developed under the Contract. "Final" deliverable means a deliverable that, in the belief and testimony of Contractor, is in final completed form and in compliance with all required specifications as defined by project documentation and this Contract. TEA will review each deliverable, including test items, submitted by Contractor for quality and alignment to the deliverable definition agreed to under the "Deliverables and Services Definition Process". TEA will have 15 working days to approve a deliverable or request revisions to the deliverable. TEA must review and approve any deliverable before it may be invoiced by Contractor. If TEA finds a submitted deliverable to be substandard or not in compliance with the deliverable definition agreed to under the "Deliverables and Services Definition Process" provided by the TEA Program Manager, located in the Service Level Agreement or the Contract Monitoring Tool. Contractor will have 10 working days to provide a Corrective Action Plan and address the quality or other compliance requirement and resubmit the deliverable. Additional costs incurred by Contractor that result from repeated submissions and revising of substandard deliverables will be borne solely by Contractor and not charged against the Contract or to TEA. This process will apply to all deliverables and requirements of the Contract, including test items developed. This does not preclude an arrangement that allows Contractor to bill against a deliverable as progress is made toward completing that deliverable, so long as documentation of such progress in a form and nature satisfactory to TEA is provided and is approved by TEA. It is up to Contractor to request incremental billing based on progress towards a deliverable, and such a request must be approved by TEA prior to submission of any invoice by Contractor. TEA reserves the right to reject and not provide payment for deliverables found to be substandard or not in compliance with the deliverable definition agreed to under the "Deliverables and Services Definition Process", including test items developed under the Contract. Contractor is strongly encouraged to collaborate with TEA on draft versions of any deliverables or services and request review(s) of such draft versions before submitting a final version.

Retainage: TEA may withhold 5% or less of each payment as retainage for certain projects. Retainage fees must be stated in the competitive solicitation and documented in the Contract. The fees may not be arbitrarily imposed after execution of the Contract. The release of retainage shall be requested in the final invoice.

Unless otherwise stated, payment under this Contract will be made upon performance of services based upon submission of an expenditure report/invoice, properly prepared and certified, outlining expenditures by cost category. Include the Contract number, purchase order number, and the Texas Comptroller of Public Accounts Texas Identification Number (TIN) on all invoices/expenditure reports. The cost categories provided in the expenditure report/invoice must coincide with the cost categories detailed in the approved budget. A list of tasks/activities performed during the invoice period must accompany the expenditure report/invoice. The final expenditure report/invoice is due within 45 days after the end of the Contract. Payment on the final expenditure report is contingent upon receipt of all reports/products required by this Contract.

An encumbrance, accounts payable, and expenditure, as with all other contract accounting terms, will be as defined in the *Financial Accounting and Reporting Module of TEA Financial Accountability System Resource Guide*. All goods must have been received and all services rendered by the ending date of this Contract in order for Contractor to include these costs as either expenditures or as accounts payable and, thereby, recover funds due. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures.

Contractor who is indebted or owes delinquent taxes to the state will have any payments under the Contract applied toward the debt or delinquent taxes owed the state until the amount is paid in full, regardless of when the debt or delinquency was incurred. TEA shall determine whether a payment law prohibits the Comptroller from issuing a warrant or initiating an electronic funds transfer to a person before TEA enters into a written contract with that person.

Contractor may verify its account status by accessing the Texas Comptroller's website at https://fmx.cpa.state.tx.us/fm/pubs/purchase/restricted/index.php?section=indebted&page=persons_indebted

TT. Prohibition of text messaging and emailing while driving during official federal grant business: Federal grant recipients and their grant personnel are prohibited from texting messaging while driving a government owned vehicle or while driving their own privately-owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," effective October 1, 2009.

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

Workers Compensation & Employers Liability: Contractor must maintain Workers' Compensation insurance coverage in accordance with statutory limits.
Workers Compensation: Statutory Limits
Employers Liability: Each Accident $1,000,000
Disease- Each Employee $1,000,000
Disease-Policy Limit $1,000,000

This state of Texas website (Coverage starts with 406 of the Labor code) addresses what Texas requires may be found at: http://www.tdi.texas.gov/wc/act/index.html

Commercial General Liability: Occurrence based:
Bodily Injury and Property Damage
Each occurrence limit: $1,000,000;
Aggregate limit: $2,000,000;
Medical Expense each person: $5,000;
Personal Injury and Advertising Liability: $1,000,000;
Products /Completed Operations Aggregate Limit: $2,000,000; and
Damage to Premises Rented to You: $50,000

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

VV. Force Majeure: Neither Contractor nor TEA shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three business days of the existence of such force majeure, or otherwise waive this right as a defense.

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

XX. Abandonment or Default: If Contractor defaults on the Contract, TEA reserves the right to cancel the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible Proposer. The defaulting Contractor will not be considered in the re-solicitation and may not be considered in

future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by TEA based on the seriousness of the default.

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

ZZ. **Education Service Center**: No funds transferred to Regional Education Service Centers or to school districts may be used to hire a registered lobbyist.

AFFIRMATIONS:

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

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

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

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

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

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

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

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

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

TEXAS EDUCATION AGENCY STANDARD TERMS AND CONDITIONS

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

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

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

Contractor's FEI#	
Contractor's SSN	
Contractor's TIN	
Contractor's charter #	

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

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

PROPOSAL PREFERENCES

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

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

☐	§ 2155.441	Products of persons with mental or physical disabilities
☐	§ 2155.442	Energy efficient products
☐	§ 2155.443	Rubberized asphalt paving material
☐	§ 2155.444	Texas produced supplies, materials, or equipment; or USA supplies, materials, or equipment over foreign products
☐	TAC§ 2038 D	Preference to services offered by a Texas bidder
☐	§ 2155.444	Texas agriculture products
☐	§ 2155.445	Recycled, remanufactured, or environmentally sensitive products made of recycled materials
☐	§ 2155.446	Paper containing recycled fibers
☐	§ 2155.447	Recycled motor oil and lubricants
☐	§ 2155.449	Products produced in facilities on rehabilitated property as certified by section 361.609 of the Texas Health and Safety Code
☐	§ 2155.449	Products and services from economically depressed or blighted areas
☐	§ 2155.449	Products and services from Historically Underutilized Business or small business pursuant to the goals and objectives stated in chapter 2161 of the Texas Government Code
☐	§ 2155.444	Goods produced or offered by service-disabled veterans.
☐	§ 2155.445	Preference to manufacture that has recycle program for computer equipment.
☐	§ 2155.452	Preference to contractors providing foods of higher nutritional value.

TEXAS EDUCATION AGENCY STANDARD TERMS AND CONDITIONS

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

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

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

Texas Education Agency
Historically Underutilized Business
Subcontracting Plan (HSP)

Separate document

Definition of a Historically Underutilized Business (HUB)

- At least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American and/or American woman,
- A for-profit entity that has not exceeded the size standards prescribed by 34 TAC §20.11, and has its principal place of business in Texas, and
- Has an owner residing in Texas with a proportionate interest that actively participates in the control, operations and management of the entity's affairs.
- Service Disabled Veteran, as defined by 38 United States Code (U.S.C.), Section 101(2) who have a service-connected disability as defined by 38 U.S.C. Section 101(16), and have a disability rating of 20 percent or more as determined by the Department of Veterans Affairs or the Department of Defense

*Note: Veterans are not required to be United States citizens; however, they must reside in Texas.

**Note: Sole proprietorships must be 100 percent owned and controlled by an individual meeting the Criteria above. In addition, each entity within a joint venture is required to be HUB certified.

The statewide HUB Program facilitates the use of HUBs in state procurement and provides information on the state's procurement process to minority, woman-owned and service disabled veteran owned businesses.

In accordance with 34 TAC §20.13, each state agency shall make a good faith effort to utilize HUBs in contracts for construction, services (including professional and consulting services) and commodities purchases.

Contractors seeking certification as a HUB are required to submit a completed HUB certification application and supporting documentation to the statewide HUB Program.

Questions regarding the TEA HUB Program or the HUB Subcontracting Plan may be directed to the TEA HUB Office: HUBOffice@tea.texas.gov.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4

Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

Must file online at www.ethics.state.tx.us/File

5 **Check only if there is NO Interested Party.** ☐

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 4/8/2016

(FORMAT FOR COVER PAGE)

PROJECT PROPOSAL
Submitted to the
Texas Education Agency
Purchasing, Contracts and Agency Services Division
RFP #: 701-19-001

TITLE OF PROPOSED PROJECT:	**Texas Educator Certification Examination Program**
PROPOSER ORGANIZATION:	Name and address of organization submitting proposal (include zip code)
PROPOSER ORGANIZATION IDENTIFICATION NUMBER:	Show Proposer organization Federal Employer's Identification Number or Texas Identification Number (TINS)
PROPOSAL DEVELOPED BY:	Name, position, email, and telephone number of person responsible for development of proposal
PROJECT ADMINISTRATOR:	Name, position, email, and telephone number of person to be in charge of proposed project
PROPOSAL TRANSMITTED BY:	Name, position, email, and telephone number of official committing the Proposer organization to the proposed project
CONTRACTING OFFICER:	Name, position, email, and telephone number of official with authority to negotiate contracts for Proposer organization
DURATION OF PROJECT:	Beginning and ending dates of proposed project
TOTAL BUDGET FOR PROPOSED PROJECT:	Total of projected expenditures listed in budget section
CONTAINS PROPRIETARY INFORMATION:	☐ Check box if proposal being submitted contains proprietary information
ACCEPTANCE OF TERMS AND CONDITIONS:	☐ We hereby accept by the submission of the proposal the Execution of Offer, “Contract Terms and Conditions, Affirmations and Proposal Preferences”
DATE SUBMITTED:	Date proposal is submitted to TEA

RFP No. 701-19-001, Texas Educator Certification Examination Program

SCHEDULE OF TASK COMPLETION

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

Tasks and Activities and Assigned Personnel	**Projected Completion Date or Timeline**	**Projected Cost**
Task 1 (title or description)		
Activity 1.1		
Activity 1.2		
Task 2 (title or description)		
Activity 2.1		
Activity 2.2		
Task 3 (title or description)		
Activity 3.1		
Activity 3.2		

PRICING SHEETS

A. Examination Fees: Pedagogy and Professional Responsibilities Tests

Proposer shall provide a firm, fixed price for each of the following examinations for each year of the contract period for providing the services in accordance with the provisions and requirements of this RFP. All costs associated with providing the required services, including assessment design and development, shall be included in the stated prices.

A-1. Providing all services specified in the RFP, including maintenance and expansion of the current PPR tests, as shown below:

Test Type	Current Split of Test Fees		Year 1 of Contract: 2018-2019		Year 2 of Contract: 2019-2020		Year 3 of Contract: 2020-2021		Year 4 of Contract: 2021-2022	
	Contractor Share	TEA Share	Contractor Share	TEA Share	Contractor Share	TEA Share	Contractor Share	TEA Share	Contractor Share	TEA Share
TOTAL ESTIMATE: 30,000 1) 160 Pedagogy and Professional Responsibilities EC-12	$120 per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam
TOTAL ESTIMATE: 300 2) 270 Pedagogy and Professional Responsibilities for Trade and Industrial Education 6-12	$120 per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam

A-2. Providing all services specified in the RFP, including creation of enhanced selected-response/constructed-response PPR assessments, as shown below:

Test Type	Split of Test Fees	Year 1 of Contract: 2018-2019		Year 2 of Contract: 2019-2020		Year 3 of Contract: 2020-2021		Year 4 of Contract: 2021-2022	
		Contractor Share	TEA Share	Contractor Share	TEA Share	Contractor Share	TEA Share	Contractor Share	TEA Share
TOTAL ESTIMATE: 30,000 Pedagogy and Professional Responsibilities selected-response/constructed-response assessments for: 1) EC-3, 2) EC-6, 3) 4-8, 4) 7-12, 5) EC-12, and 6) Trade and Industrial Education	Contractor Share: indicate $ amount for each contract year TEA Share: $11 (may be renegotiated during contract			$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam

A-3. Providing all services specified in the RFP, including creation of performance-based PPR assessments, as shown below:

Test Type	Split of Test Fees	Year 1 of Contract: 2018-2019		Year 2 of Contract: 2019-2020		Year 3 of Contract: 2020-2021		Year 4 of Contract: 2021-2022	
		Contractor Share	TEA Share	Contractor Share	TEA Share	Contractor Share	TEA Share	Contractor Share	TEA Share
TOTAL ESTIMATE: 30,000 Pedagogy and Professional Responsibilities performance-based assessments for: 1) EC-3, 2) EC-6, 3) 4-8, 4) 7-12 5) EC-12, and 6) Trade and Industrial Education	Contractor Share: indicate $ amount for each contract year TEA Share: $11 (may be renegotiated during contract			$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam

B. Examination Fees for Administrator and Student Services Educator Tests

Proposer shall provide a firm, fixed price for each of the following examinations for each year of the contract period for providing the services in accordance with the provisions and requirements of this RFP. All costs associated with providing the required services, including assessment design and development, shall be included in the stated prices.

B-1. Providing all services specified in the RFP, including maintenance of the current administrator and student services tests, as shown below:

Test Type	Current Split of Test Fees		Year 1 of Contract: 2018-2019		Year 2 of Contract: 2019-2020		Year 3 of Contract: 2020-2021		Year 4 of Contract: 2021-2022	
	Contractor Share	TEA Share	Contractor Share	TEA Share	Contractor Share	TEA Share	Contractor Share	TEA Share	Contractor Share	TEA Share
TOTAL ESTIMATE: 6,000 1) 068 Principal	$120 per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam				
TOTAL ESTIMATE: 500 2) 195 Superintendent	$120 per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam
TOTAL ESTIMATE: 1,600 3) 152 School Counselor	$120 per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam
TOTAL ESTIMATE: 600 4) 153 Educational Diagnostician	$120 per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam
TOTAL ESTIMATE: 500 5) 150 School Librarian	$120 per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam
TOTAL ESTIMATE: 200 6) 151 Reading Specialist	$120 per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam

B-2. Providing all services specified in the RFP, including creation of enhanced selected-response/constructed-response administrator and student services assessments, as shown below:

Test Type	Split of Test Fees	Year 1 of Contract: 2018-2019		Year 2 of Contract: 2019-2020		Year 3 of Contract: 2020-2021		Year 4 of Contract: 2021-2022	
		Contractor Share	TEA Share	Contractor Share	TEA Share	Contractor Share	TEA Share	Contractor Share	TEA Share
TOTAL ESTIMATE: 6,000 1) 268-E Principal (must be ready to administer no later than December 2018 for a 3- to 4-month period at no cost to eligible candidates before full implementation in summer 2019)	Contractor Share: indicate $ amount for each contract year TEA Share: $11 (may be renegotiated during contract)	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam
TOTAL ESTIMATE: 500 2) 195-E Superintendent	Contractor Share: indicate $ amount for each contract year TEA Share: $11 (may be renegotiated during contract)					$_____ per exam	$11 per exam	$_____ per exam	$11 per exam
TOTAL ESTIMATE: 1,600 3) 152-E School Counselor	Contractor Share: indicate $ amount for each contract year TEA Share: $11 (may be renegotiated during contract)			$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam
TOTAL ESTIMATE: 600 4) 153-E Educational Diagnostician	Contractor Share: indicate $ amount for each contract year TEA Share: $11 (may be renegotiated during contract)			$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam
TOTAL ESTIMATE: 500 5) 150-E School Librarian	Contractor Share: indicate $ amount for each contract year TEA Share: $11 (may be renegotiated during contract)							$_____ per exam	$11 per exam
TOTAL ESTIMATE: 200 6) 151-E Reading Specialist	Contractor Share: indicate $ amount for each contract year TEA Share: $11 (may be renegotiated during contract)							$_____ per exam	$11 per exam

B-3. Providing all services specified in the RFP, including creation of performance-based administrator and student services assessments, as shown below:

Test Type	Split of Test Fees	Year 1 of Contract: 2018-2019		Year 2 of Contract: 2019-2020		Year 3 of Contract: 2020-2021		Year 4 of Contract: 2021-2022	
		Contractor Share	TEA Share	Contractor Share	TEA Share	Contractor Share	TEA Share	Contractor Share	TEA Share
TOTAL ESTIMATE: 6,000 1) 268-P Principal	Contractor Share: indicate $ amount for each contract year TEA Share: $11 (may be renegotiated during contract)	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam
TOTAL ESTIMATE: 500 2) 195-P Superintendent	Contractor Share: indicate $ amount for each contract year TEA Share: $11 (may be renegotiated during contract)					$_____ per exam	$11 per exam	$_____ per exam	$11 per exam
TOTAL ESTIMATE: 1,600 3) 152-P School Counselor	Contractor Share: indicate $ amount for each contract year TEA Share: $11 (may be renegotiated during contract)			$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam
TOTAL ESTIMATE: 600 4) 153-P Educational Diagnostician	Contractor Share: indicate $ amount for each contract year TEA Share: $11 (may be renegotiated during contract)			$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam
TOTAL ESTIMATE: 500 5) 150-P School Librarian	Contractor Share: indicate $ amount for each contract year TEA Share: $11 (may be renegotiated during contract)							$_____ per exam	$11 per exam
TOTAL ESTIMATE: 200 6) 151-P Reading Specialist	Contractor Share: indicate $ amount for each contract year TEA Share: $11 (may be renegotiated during contract)							$_____ per exam	$11 per exam

C. Examination Fees for Non-CTE Teacher Content Tests

Proposer shall provide a firm, fixed price for each of the following examinations for each year of the contract period for providing the services in accordance with the provisions and requirements of this RFP. All costs associated with providing the required services, including assessment design and development, shall be included in the stated prices.

C-1. Providing all services specified in the RFP, including maintenance of the current non-CTE teacher content tests, as shown below:

Test Type	Current Split of Test Fees		Year 1 of Contract: 2018-2019		Year 2 of Contract: 2019-2020		Year 3 of Contract: 2020-2021		Year 4 of Contract: 2021-2022	
	Contractor Share	TEA Share	Contractor Share	TEA Share	Contractor Share	TEA Share	Contractor Share	TEA Share	Contractor Share	TEA Share
TOTAL ESTIMATE: 5,000 A. Computer-Administered Tests 801-805 • 801 Core Subjects EC-6 English Language Arts and Reading (ELAR) & Science of Teaching Reading • 802 Core Subjects EC-6 Mathematics • 803 Core Subjects EC-6 Social Studies • 804 Core Subjects EC-6 Science • 805 Core Subjects EC-6 Fine Arts/Health/PE	$54 per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam
TOTAL ESTIMATE: 700 B. Computer-Administered Tests 806-809 • 806 Core Subjects 4-8 ELAR • 807 Core Subjects 4-8 Mathematics • 808 Core Subjects 4-8 Social Studies • 809 Core Subjects 4-8 Science	$54 per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam
TOTAL ESTIMATE: 100,000 C. All Other Non-CTE Teacher Content Computer-Administered Tests • 113 ELAR/Social Studies 4-8 • 114 Mathematics/Science 4-8 • 116 Science 4-8 • 117 ELAR 4-8 • 118 Social Studies 4-8 • 129 Speech 7-12 • 154 ESL Supplemental • 157 Health 7-12	$120 per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam

Test Type	Current Split of Test Fees		Year 1 of Contract: 2018-2019		Year 2 of Contract: 2019-2020		Year 3 of Contract: 2020-2021		Year 4 of Contract: 2021-2022	
	Contractor Share	TEA Share	Contractor Share	TEA Share	Contractor Share	TEA Share	Contractor Share	TEA Share	Contractor Share	TEA Share
• 158 Physical Education 7-12 • 161 Special Education EC-12 • 162 Gifted and Talented Supplemental • 163 Special Education Supplemental • 164 Bilingual Education Supplemental • 177 Music EC-12 • 178 Art EC-12 • 180 Theatre EC-12 • 181 Deaf and Hard of Hearing • 182 Visually Impaired • 184 American Sign Language • 190 Bilingual Target Language Proficiency Test (BTLPT) – Spanish • 211 Core Subjects 4-8 • 231 ELAR 7-12 • 232 Social Studies 7-12 • 233 History 7-12 • 235 Mathematics 7-12 • 236 Science 7-12 • 237 Physical Science 6-12 • 238 Life Science 7-12 • 240 Chemistry 7-12 • 241 Computer Science 8-12 • 242 Technology Applications EC-12 • 243 Physics/Mathematics 7-12 • 256 Journalism 7-12 • 274 Mathematics/Physical Science/Engineering 6-12 • 279 Dance 6-12 • 291 Core Subjects EC-6 • 610 LOTE French EC-12 • 611 LOTE German EC-12 • 612 LOTE Latin EC-12										

Test Type	Current Split of Test Fees		Year 1 of Contract: 2018-2019		Year 2 of Contract: 2019-2020		Year 3 of Contract: 2020-2021		Year 4 of Contract: 2021-2022	
	Contractor Share	TEA Share	Contractor Share	TEA Share	Contractor Share	TEA Share	Contractor Share	TEA Share	Contractor Share	TEA Share
• 613 LOTE Spanish EC-12										
TOTAL ESTIMATE: 140 D. Interview Format Tests: • 72 Texas Assessment of Sign Communication (TASC) • 73 TASC-American Sign Language (ASL)	$120 per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam
TOTAL ESTIMATE: 70 E. Braille Tests • 183 and 283 Braille	$120 per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam
TOTAL ESTIMATE: 75 F. Master Teacher Tests: • 85 Master Reading Teacher EC-12* • 86 Master Technology Teacher EC-12** • 87 Master Mathematics Teacher EC-4* • 88 Master Mathematics Teacher 4-8* • 89 Master Mathematics Teacher 8-12* • 90 Master Science Teacher EC-4* • 91 Master Science Teacher 4-8* • 92 Master Science Teacher 8-12* * currently paper-based ** currently computer-based	$120 per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam

C-2. Providing all services specified in the RFP, including creation of new and enhanced selected-response/constructed-response non-CTE teacher content tests, as shown below:

Test Type	Split of Test Fees	Content Knowledge Only				Content and Pedagogy Knowledge			
		Year 1 2018-19	Year 2 2019-20	Year 3 2020-21	Year 4 2021-22	Year 1 2018-19	Year 2 2019-20	Year 3 2020-21	Year 4 2021-22
TOTAL ESTIMATE: 1,000 A. Computer-Administered Tests 901-905 (New) • 901-E Early Childhood: PK-3 ELAR • 902-E Early Childhood: PK-3 Mathematics • 903-E Early Childhood: PK-3 Social Studies • 904-E Early Childhood: PK-3 Science • 905-E Early Childhood: PK-3 Fine Arts/Health/ Physical Education (PE)	Contractor Share: indicate $ amount for each contract year TEA Share: $11 (may be renegotiated during contract)		$_____ per exam	$_____ per exam	$_____ per exam		$_____ per exam	$_____ per exam	$_____ per exam
TOTAL ESTIMATE: 5,000 B. Computer-Administered Tests 801-805 • 801-E Core Subjects EC-6 English Language Arts and Reading (ELAR) & Science of Teaching Reading • 802-E Core Subjects EC-6 Mathematics • 803-E Core Subjects EC-6 Social Studies • 804-E Core Subjects EC-6 Science • 805-E Core Subjects EC-6 Fine Arts/Health/PE	Contractor Share: indicate $ amount for each contract year TEA Share: $11 (may be renegotiated during contract)			$_____ per exam	$_____ per exam			$_____ per exam	$_____ per exam
TOTAL ESTIMATE: 700 C. Computer-Administered Tests 806-809 • 806-E Core Subjects 4-8 ELAR • 807-E Core Subjects 4-8 Mathematics • 808-E Core Subjects 4-8 Social Studies • 809-E Core Subjects 4-8 Science	Contractor Share: indicate $ amount for each contract year TEA Share: $11 (may be renegotiated during contract)			$_____ per exam	$_____ per exam			$_____ per exam	$_____ per exam
TOTAL ESTIMATE: 5,000 D. 123-E Early Childhood Supplemental (New) E. 292-E Early Childhood: PK-3 (New) F. 293-E Science of Teaching Reading (New)	Contractor Share: indicate $ amount for each contract year TEA Share: $11 (may be renegotiated during contract)		$_____ per exam	$_____ per exam	$_____ per exam		$_____ per exam	$_____ per exam	$_____ per exam

Test Type	Split of Test Fees	Content Knowledge Only				Content and Pedagogy Knowledge			
		Year 1 2018-19	Year 2 2019-20	Year 3 2020-21	Year 4 2021-22	Year 1 2018-19	Year 2 2019-20	Year 3 2020-21	Year 4 2021-22
TOTAL ESTIMATE: 95,000 G. <u>All Other Non-CTE Teacher Content Computer-Administered Tests</u> 1) 190-E Bilingual Target Language Proficiency Test (BTLPT) – Spanish (New or Redesigned) 2) 161-E Special Education EC-12; 163-E Special Education Supplemental; 181-E Deaf and Hard of Hearing; 182-E Visually Impaired; and other proposed new SPED tests 3) 86-E Master Technology Teacher EC-12 4) 113-E ELAR/Social Studies 4-8 5) 114-E Mathematics/Science 4-8 6) 116-E Science 4-8 7) 117-E ELAR 4-8 8) 118-E Social Studies 4-8 9) 129-E Speech 7-12 10) 154-E ESL Supplemental 11) 157-E Health 7-12 12) 158-E Physical Education 7-12 13) 162-E Gifted and Talented Supplemental 14) 164-E Bilingual Education Supplemental 15) 177-E Music EC-12 16) 178-E Art EC-12 17) 180-E Theatre EC-12 18) 184-E American Sign Language 19) 211-E Core Subjects 4-8 20) 231-E ELAR 7-12 21) 232-E Social Studies 7-12 22) 233-E History 7-12 23) 235-E Mathematics 7-12 24) 236-E Science 7-12 25) 237-E Physical Science 6-12 26) 238-E Life Science 7-12 27) 240-E Chemistry 7-12	Contractor Share: indicate $ amount for each contract year TEA Share: $11 (may be renegotiated during contract)			$_____ per exam	$_____ per exam			$_____ per exam	$_____ per exam

Test Type	Split of Test Fees	Content Knowledge Only				Content and Pedagogy Knowledge			
		Year 1 2018-19	**Year 2 2019-20**	**Year 3 2020-21**	**Year 4 2021-22**	**Year 1 2018-19**	**Year 2 2019-20**	**Year 3 2020-21**	**Year 4 2021-22**
28) 241-E Computer Science 8-12 29) 242-E Technology Applications EC-12 30) 243-E Physics/Mathematics 7-12 31) 256-E Journalism 7-12 32) 274-E Mathematics/Physical Science/Engineering 6-12 33) 279-E Dance 6-12 34) 291-E Core Subjects EC-6 35) 610-E LOTE French EC-12 36) 611-E LOTE German EC-12 37) 612-E LOTE Latin EC-12 38) 613-E LOTE Spanish EC-12									
TOTAL ESTIMATE: 140 H. Interview Format Tests: • 72-E Texas Assessment of Sign Communication (TASC) • 73-E TASC-American Sign Language (ASL)	Contractor Share: indicate $ amount for each contract year TEA Share: $11 (may be renegotiated during contract)			$_____ per exam	$_____ per exam			$_____ per exam	$_____ per exam
TOTAL ESTIMATE: 70 I. Braille Test: • 283-E Braille (The 183 Braille test will be discontinued in the near future.)	Contractor Share: indicate $ amount for each contract year TEA Share: $11 (may be renegotiated during contract)			$_____ per exam	$_____ per exam			$_____ per exam	$_____ per exam
TOTAL ESTIMATE: 75 J. Master Teacher Tests: • 85-E Master Reading Teacher EC-12* • 86-E Master Technology Teacher EC-12** • 87-E Master Mathematics Teacher EC-4* • 88-E Master Mathematics Teacher 4-8* • 89-E Master Mathematics Teacher 8-12*	Contractor Share: indicate $ amount for each contract year TEA Share: $11 (may be renegotiated during contract			$_____ per exam	$_____ per exam			$_____ per exam	$_____ per exam

Test Type	Split of Test Fees	Content Knowledge Only				Content and Pedagogy Knowledge			
		Year 1 2018-19	Year 2 2019-20	Year 3 2020-21	Year 4 2021-22	Year 1 2018-19	Year 2 2019-20	Year 3 2020-21	Year 4 2021-22
• 90-E Master Science Teacher EC-4* • 91-E Master Science Teacher 4-8* • 92-E Master Science Teacher 8-12* * currently paper-based ** currently computer-based									

D. Fees for CTE Teacher Content Tests

Proposer shall provide a firm, fixed price for each of the following examinations for each year of the contract period for providing the services in accordance with the provisions and requirements of this RFP. All costs associated with providing the required services, including assessment design and development, shall be included in the stated prices.

D-1. Providing all services specified in the RFP, including maintenance of the current CTE teacher content tests, as shown below:

Test Type	Current Split of Test Fees		Year 1 of Contract: 2018-2019		Year 2 of Contract: 2019-2020		Year 3 of Contract: 2020-2021		Year 4 of Contract: 2021-2022	
	Contractor Share	TEA Share	Contractor Share	TEA Share	Contractor Share	TEA Share	Contractor Share	TEA Share	Contractor Share	TEA Share
TOTAL ESTIMATE: 500 1) 171 Technology Education 6-12	$120 per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam
TOTAL ESTIMATE: 400 2) 272 Agriculture, Food, and Natural Resources	$120 per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam
TOTAL ESTIMATE: 300 3) 273 Health Science	$120 per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam
TOTAL ESTIMATE: 100 4) 275 Marketing	$120 per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam
TOTAL ESTIMATE: 1,000 5) 276 Business and Finance 6-12	$120 per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam	$_____ per exam	$11 per exam

D-2. Providing all services specified in the RFP, including creation of new and enhanced selected-response/constructed-response CTE teacher content tests, as shown below:

Test Type	Split of Test Fees	Content Knowledge Only				Content and Pedagogy Knowledge			
		Year 1 2018-19	**Year 2 2019-20**	**Year 3 2021-21**	**Year 4 2021-22**	**Year 1 2018-19**	**Year 2 2019-20**	**Year 3 2021-21**	**Year 4 2021-22**
TOTAL ESTIMATE: 750 1) 200-E Family and Consumer Sciences (This test is currently provided by AAFCS; the cost of the test must be the same as other CTE teacher content tests.)	Contractor Share: indicate $ amount for each contract year TEA Share: $11 (may be renegotiated during contract)		$_____ per exam	$_____ per exam	$_____ per exam		$_____ per exam	$_____ per exam	$_____ per exam
TOTAL ESTIMATE: 70 2) 201-E Hospitality, Nutrition, and Food Science (This test is currently provided by AAFCS; the cost of the test must be the same as other CTE teacher content tests.)	Contractor Share: indicate $ amount for each contract year TEA Share: $11 (may be renegotiated during contract)		$_____ per exam	$_____ per exam	$_____ per exam		$_____ per exam	$_____ per exam	$_____ per exam
TOTAL ESTIMATE: 100 3) 202-E Human Development & Family Studies (This test is currently provided by AAFCS; the cost of the test must be the same as other CTE teacher content tests.)	Contractor Share: indicate $ amount for each contract year TEA Share: $11 (may be renegotiated during contract)		$_____ per exam	$_____ per exam	$_____ per exam		$_____ per exam	$_____ per exam	$_____ per exam
TOTAL ESTIMATE: 500 4) 171-E Technology Education 6-12	Contractor Share: indicate $ amount for each contract year TEA Share: $11 (may be renegotiated during contract)			$_____ per exam	$_____ per exam			$_____ per exam	$_____ per exam
TOTAL ESTIMATE: 400 5) 272-E Agriculture, Food, and Natural Resources	Contractor Share: indicate $ amount for each contract year TEA Share: $11 (may be renegotiated during contract)			$_____ per exam	$_____ per exam			$_____ per exam	$_____ per exam

Test Type	Split of Test Fees	Content Knowledge Only				Content and Pedagogy Knowledge			
		Year 1 2018-19	**Year 2 2019-20**	**Year 3 2021-21**	**Year 4 2021-22**	**Year 1 2018-19**	**Year 2 2019-20**	**Year 3 2021-21**	**Year 4 2021-22**
TOTAL ESTIMATE: 300 6) 273-E Health Science	Contractor Share: indicate $ amount for each contract year TEA Share: $11 (may be renegotiated during contract)			$_____ per exam	$_____ per exam			$_____ per exam	$_____ per exam
TOTAL ESTIMATE: 100 7) 275-E Marketing	Contractor Share: indicate $ amount for each contract year TEA Share: $11 (may be renegotiated during contract)			$_____ per exam	$_____ per exam			$_____ per exam	$_____ per exam
TOTAL ESTIMATE: 1,000 8) 276-E Business and Finance 6-12	Contractor Share: indicate $ amount for each contract year TEA Share: $11 (may be renegotiated during contract)			$_____ per exam	$_____ per exam			$_____ per exam	$_____ per exam

E. Additional Services and/or Products

Proposer must submit a list of any additional services and/or products that are related to the administration, scoring, and reporting of the examinations and which are available to the candidates, but are not included in the per exam pricing listed above. For each additional service and product identified, Proposer must provide a firm, fixed price for each year of the contract period. A listing of the additional services and products offered under the current contract is provided in Appendix IX. If Proposer does not list and does not provide pricing for additional services/products, the Texas Education Agency shall assume that the offeror does not offer any additional services/products.

Additional Services and/or Products	**Year 1 of Contract: 2018-2019**	**Year 2 of Contract: 2019-2020**	**Year 3 of Contract: 2020-2021**	**Year 4 of Contract: 2021-2022**
	Contractor Share	Contractor Share	Contractor Share	Contractor Share
	$_____	$_____	$_____	$_____
	$_____	$_____	$_____	$_____
	$_____	$_____	$_____	$_____
	$_____	$_____	$_____	$_____
	$_____	$_____	$_____	$_____

(Add additional rows as needed.)

SUGGESTED FORMAT FOR BUDGET SUMMARY AND EXPENDITURE REPORT

State Fiscal Year/BY	2003
ISAS Contract	No. XXXX
ISAS PO	No. 00000XXXXX
Vendor ID	XXXXXXXXXX
Project ID	XXXXXXXXXX
Billing Period	09/01/XX - 11/30/XX
Invoice Number	XXXXXX

The information in this expense summary report is true, correct, and unpaid. A schedule of itemized costs shall be submitted separately upon request of the TEA Contract Administrator.

Signature of Certifying Official (Contractor): _____. Date: _____

I am employee of the TEA who has knowledge of the satisfactory delivery of services by the contractor, certify that these services were rendered to TEA or goods were received by TEA and that they correspond in every particular with the agreement under which they were procured and that this invoice is true, correct, and unpaid.

Signature of TEA Contract Administrator: _____. Date: _____

Task	Sub-Task	Task Description	Sub-Task/Activities	Est'd Start Date	Est'd End Date	Org'l Budget	TEA Approved Adjustments	Percent Change	Approved Adjusted Budget	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Year to Date	Bud Bal
01	01.01					-		0.00%	-													-	-
01	01.02					-		0.00%	-													-	-
01	01.03					-		0.00%	-													-	-
02	02.01					-		0.00%	-													-	-
02	02.02					-		0.00%	-													-	-
02	02.03					-		0.00%	-													-	-
03	03.01					-		0.00%	-													-	-
03	03.02					-		0.00%	-													-	-
03	03.03					-		0.00%	-													-	-
04	04.01					-		0.00%	-													-	-
04	04.02					-		0.00%	-													-	-
04	04.03					-		0.00%	-													-	-
05	05.01					-		0.00%	-													-	-
05	05.02					-		0.00%	-													-	-
05	05.03					-		0.00%	-													-	-
06	06.01					-		0.00%	-													-	-
06	06.02					-		0.00%	-													-	-
06	06.03					-		0.00%	-													-	-
07	07.01					-		0.00%	-													-	-
07	07.02					-		0.00%	-													-	-
07	07.03					-		0.00%	-													-	-
TOTAL						-	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
01	N/A		Subtotal 01			-	-	0.00%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
02	N/A		Subtotal 02			-	-	0.00%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
03	N/A		Subtotal 03			-	-	0.00%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
04	N/A		Subtotal 04			-	-	0.00%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
05	N/A		Subtotal 05			-	-	0.00%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
06	N/A		Subtotal 06			-	-	0.00%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
07	N/A		Subtotal 07			-	-	0.00%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL						-	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CHECK							-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

GLOSSARY OF TERMS AND DEFINITIONS

1	EPP	Educator preparation program
2	TEA or the Agency	Texas Education Agency
3	TEKS	Texas Essential Knowledge and Skills or the state curriculum adopted by the State Board of Education (SBOE)
4	Selected Response	A test item in which the candidate selects a response from a set of options, for example, a traditional four-option multiple-choice item
5	Constructed Response	A test item for which the candidate creates the response, for example, in an essay or sentence
6	Test Framework	Describes the content that will be covered on the test and is based on the appropriate Educator Standards, TEKS, and/or other relevant standards and/or rules for that field and/or grade span. Frameworks include the domains to be measures, the competencies that define each domain, and the knowledge and skills (i.e., descriptive statements) that define each competency.
7	Educator Standards	The knowledge and skills approved by the State Board for Educator Certification (SBEC) or adopted in rule that are based on the applicable TEKS adopted by the SBOE
8	Principal Standards	Performance standards used to inform the training, appraisal, and professional development of principals as defined in TAC §149.2001
9	Examination Forms	Different versions of a certification test with substantially equivalent difficulty and other qualities
10	Examination Form Equating	The process for determining whether different forms of a test are substantially equivalent
11	Validity	The extent to which the test supports the intended interpretation and use of its results
12	Reliability	Refers to the degree of consistency or stability of test scores
13	Item Bank	The collection of test items available for creating or refreshing examination forms
14	Operational Test Item	A test item that is being used to score a candidate on a test. An operational item is also considered “scorable” in the sense that the candidate’s performance on that item contributes toward the test score. An examination form will likely also include items being tested to measure their statistical characteristics before incorporating them as operational items on a test.
15	Alignment	The extent to which a test or test item measures the knowledge or skills described in the test framework
16	Preparation Manual	A publication made available to the test taker with sample items and other information to help the test taker prepare for a test.
17	Faculty Manual	A manual made available to educator preparation program faculty to inform them about the certification tests.
18	Representative Test	A test which an educator preparation program may purchase that is substantially similar to the actual educator certification exam
19	PACT	Pre-Admission Content Test or PACT is not actually a test but rather a route that qualified candidates seeking admission to an EPP may use to gain approval to take a Texas educator certification test

20	No-Shows	Test administrations in which candidates do not show up to take a test resulting in forfeiture of test registration fees unless an appeal is granted by the contractor for good cause

2016-17 TEXAS CERTIFICATION TESTS

The Texas Education Agency accepts certification tests from three organizations. The chart below is arranged by vendor and test name. It includes the test code and whether it is appropriate for Pre-Admission Content Test (PACT) candidates or candidates from charter schools. Finally, it indicates whether currently certified Texas educators can certify by examination (CBE) using the test.

Educational Testing Service (ETS) administers most content and pedagogy/professional responsibilities tests.

Family and consumer sciences tests are offered by the American Association of Family and Consumer Sciences (AAFCS).

Many of the language tests are offered by the American Council on the Teaching of Foreign Languages (ACTFL) and administered through their testing division, Language Testing International (LTI).

ARTICLE I. Education Testing Service (ETS) Tests

TExES Tests Offered in 2016-2017	Test Code	PACT	Charter	CBE
Agriculture, Food & Natural Resources 6-12	272	Yes	Yes	Yes
American Sign Language (ASL)	184	Yes	Yes	Yes
Art EC-12	178	Yes	Yes	Yes
Bilingual Education Supplemental	164	Yes	Yes	Yes
Bilingual Target Language Proficiency Test (BTLPT) - Spanish	190	Yes	Yes	Yes
Braille	183	No	No	No
Braille	283	No	No	No
Business & Finance 6-12	276	Yes	Yes	Yes
Chemistry 7-12	240	Yes	Yes	Yes
Computer Science 8-12 (expires 8/31/17)	141	Yes	Yes	Yes
Computer Science 8-12 (replaces Test Code 141)	241	Yes	Yes	Yes
Core Subjects 4-8	211	Yes	Yes	Yes
Core Subjects 4-8 English Language Arts & Reading	806	Yes	Yes	Yes
Core Subjects 4-8 Mathematics	807	Yes	Yes	Yes
Core Subjects 4-8 Science	809	Yes	Yes	Yes
Core Subjects 4-8 Social Studies	808	Yes	Yes	Yes
Core Subjects EC-6	291	Yes	Yes	Yes

TExES Tests Offered in 2016-2017	Test Code	PACT	Charter	CBE
Core Subjects EC-6 English Language Arts & Reading/Strategies of Teaching Reading	801	Yes	Yes	Yes
Core Subjects EC-6 Fine Arts/Health/Physical Education	805	Yes	Yes	Yes
Core Subjects EC-6 Mathematics	802	Yes	Yes	Yes
Core Subjects EC-6 Science	804	Yes	Yes	Yes
Core Subjects EC-6 Social Studies	803	Yes	Yes	Yes
Dance 8-12 (expired 8/31/17)	179	Yes	Yes	Yes
Dance 6-12 (replaces Test Code 179)	279	Yes	Yes	Yes
Deaf & Hard of Hearing	181	Yes	Yes	Yes
Educational Diagnostician	153	No	No	No
English as a Second Language (ESL) Supplemental	154	Yes	Yes	Yes
English Language Arts & Reading 4-8	117	Yes	Yes	Yes
English Language Arts & Reading 7-12	231	Yes	Yes	Yes
English Language Arts & Reading/Social Studies 4-8	113	Yes	Yes	Yes
Gifted & Talented Supplemental	162	Yes	Yes	Yes
Health EC-12	157	Yes	Yes	Yes
Health Science 6-12	273	No	No	No*
History 7-12	233	Yes	Yes	Yes
Journalism 7-12	256	Yes	Yes	Yes
Languages Other Than English (LOTE)-French EC-12	610	Yes	Yes	Yes
Life Science 7-12	238	Yes	Yes	Yes
LOTE-German EC-12	611	Yes	Yes	Yes
LOTE-Latin EC-12	612	Yes	Yes	Yes
LOTE-Spanish EC-12	613	Yes	Yes	Yes
Marketing 6-12	275	No	No	No*
Mathematics 4-8	115	Yes	Yes	Yes
Mathematics 7-12	235	Yes	Yes	Yes
Mathematics/Physical Science/Engineering 6-12	274	Yes	Yes	Yes
Mathematics/Science 4-8	114	Yes	Yes	Yes

TExES Tests Offered in 2016-2017	Test Code	PACT	Charter	CBE
Music EC-12	177	Yes	Yes	Yes
Pedagogy & Professional Responsibilities (PPR) EC-12	160	No	No	No
Pedagogy & Professional Responsibilities for Trade & Industrial Education 6-12	270	No	No	No*
Physical Education EC-12	158	Yes	Yes	Yes
Physical Science 6-12	237	Yes	Yes	Yes
Physics/Mathematics 7-12	243	Yes	Yes	Yes
Principal	68	No	No	No
Reading Specialist	151	No	No	No
School Counselor	152	No	No	No
School Librarian	150	No	No	No
Science 4-8	116	Yes	Yes	Yes
Science 7-12	236	Yes	Yes	Yes
Social Studies 4-8	118	Yes	Yes	Yes
Social Studies 7-12	232	Yes	Yes	Yes
Special Education EC-12	161	Yes	Yes	Yes
Special Education Supplemental	163	Yes	Yes	Yes
Speech 7-12	129	Yes	Yes	Yes
Superintendent	195	No	No	No
Technology Applications 8-12 (expires 8/31/17)	139	Yes	Yes	Yes
Technology Applications EC-12 (expires 8/31/17)	142	Yes	Yes	Yes
Technology Applications EC-12 (replaces Test Code 142)	242	Yes	Yes	Yes
Technology Education 6-12	171	Yes	Yes	Yes
Theatre EC-12	180	Yes	Yes	Yes
Visually Impaired	182	No	No	No

*Available by CBE for current educators with verified work experience and current licensure in the appropriate work area

TASC & TASC-ASL Tests Offered in 2016-2017	**Test Code**	**PACT**	**Charter**	**CBE**
Texas Assessment of Sign Communication (TASC)	72	Yes	Yes	Yes
TASC-American Sign Language (ASL)	73	Yes	Yes	Yes
TExMaT Tests Offered in 2016-2017	**Test Code**	**PACT**	**Charter**	**CBE**
Master Mathematics Teacher 4-8	88	No	No	No
Master Mathematics Teacher 8-12	89	No	No	No
Master Mathematics Teacher EC-4	87	No	No	No
Master Reading Teacher EC-12	85	No	No	No
Master Science Teacher 4-8	91	No	No	No
Master Science Teacher 8-12	92	No	No	No
Master Science Teacher EC-4	90	No	No	No
Master Technology Teacher EC-12	86	No	No	No

ARTICLE II. American Association of Family and Consumer Sciences (AAFCS) Tests

AAFCS Tests Offered in 2016-2017	**Test Code**	**PACT**	**Charter**	**CBE**
Family & Consumer Sciences (FCS) Composite	200	Yes	Yes	Yes
Hospitality, Nutrition, & Food Science	201	Yes	Yes	Yes
Human Development & Family Studies	202	Yes	Yes	Yes

ARTICLE III. American Council on the Teaching of Foreign Languages (ACTFL) Tests

ACTFL Tests Offered in 2016-2017	**Test Code**	**PACT**	**Charter**	**CBE**
LOTE: Arabic Oral Proficiency	605	Yes	Yes	Yes
LOTE: Arabic Writing Proficiency	600	Yes	Yes	Yes
Bilingual Arabic Oral Proficiency	614	Yes	Yes	Yes
Bilingual Arabic Writing Proficiency	615	Yes	Yes	Yes

ACTFL Tests Offered in 2016-2017	Test Code	PACT	Charter	CBE
LOTE: Mandarin Chinese Oral Proficiency	606	Yes	Yes	Yes
LOTE: Mandarin Chinese Writing Proficiency	601	Yes	Yes	Yes
Bilingual Mandarin Chinese Oral Proficiency	618	Yes	Yes	Yes
Bilingual Mandarin Chinese Writing Proficiency	619	Yes	Yes	Yes
LOTE: Hindi Oral Proficiency	622	Yes	Yes	Yes
LOTE: Hindi Writing Proficiency	623	Yes	Yes	Yes
LOTE: Italian Oral Proficiency	624	Yes	Yes	Yes
LOTE: Italian Writing Proficiency	625	Yes	Yes	Yes
LOTE: Japanese Oral Proficiency	607	Yes	Yes	Yes
LOTE: Japanese Writing Proficiency	602	Yes	Yes	Yes
Bilingual Japanese Oral Proficiency	616	Yes	Yes	Yes
Bilingual Japanese Writing Proficiency	617	Yes	Yes	Yes
LOTE: Korean Oral Proficiency	630	Yes	Yes	Yes
LOTE: Korean Writing Proficiency	631	Yes	Yes	Yes
LOTE: Portuguese Oral Proficiency	632	Yes	Yes	Yes
LOTE: Portuguese Writing Proficiency	633	Yes	Yes	Yes
LOTE: Russian Oral Proficiency	608	Yes	Yes	Yes
LOTE: Russian Writing Proficiency	603	Yes	Yes	Yes
LOTE: Turkish Oral Proficiency	626	Yes	Yes	Yes
LOTE: Turkish Writing Proficiency	627	Yes	Yes	Yes
LOTE: Vietnamese Oral Proficiency	609	Yes	Yes	Yes
LOTE: Vietnamese Writing Proficiency	604	Yes	Yes	Yes
Bilingual Vietnamese Oral Proficiency	620	Yes	Yes	Yes
Bilingual Vietnamese Writing Proficiency	621	Yes	Yes	Yes

TOTAL TEST REGISTRATIONS AND ADMINISTRATIONS

Test Name	Test Code	2015-2016 Total Test Registrations	2015-2016 Total Computer-Administered Tests Taken	2015-2016 Total Paper-Based Tests Taken	2016-2017 Total Test Registrations	2016-2017 Total Computer-Administered Tests Taken	2016-2017 Total Paper-Based Tests Taken
Principal	68	6,622	6,413	1	5,965	5,805	2
Texas Assessment of Sign Communication (TASC)	72	41		40	57		56
TASC-American Sign Language (ASL)	73	81		80	84		82
Master Reading Teacher EC-12	85	64		61	68		66
Master Technology Teacher EC-12	86	12	8		5	3	
Master Mathematics Teacher EC-4	87	9		9	3		2
Master Mathematics Teacher 4-8	88	1		1	4		4
Master Mathematics Teacher 8-12	89	0		0	0		0
Master Science Teacher EC-4	90	1		1	0		0
Master Science Teacher 4-8	91	2		1	0		0
Master Science Teacher 8-12	92	0		0	0		0
English Language Arts & Reading/Social Studies 4-8	113	513	497		496	479	
Mathematics/Science 4-8	114	421	403		358	344	1
Mathematics 4-8	115	2,627	2,497		2,652	2,514	
Science 4-8	116	1,658	1,582		1,728	1,650	1
English Language Arts & Reading (ELAR) 4-8	117	2,382	2,289	1	2,495	2,366	2
Social Studies 4-8	118	1,388	1,326		1,473	1,405	
Speech 7-12	129	738	704		577	542	
Technology Applications 8-12	139	143	134		95	86	

Test Name	Test Code	2015-2016 Total Test Registrations	2015-2016 Total Computer-Administered Tests Taken	2015-2016 Total Paper-Based Tests Taken	2016-2017 Total Test Registrations	2016-2017 Total Computer-Administered Tests Taken	2016-2017 Total Paper-Based Tests Taken
Computer Science 8-12	141	457	428		458	434	
Technology Applications EC-12	142	730	695		475	450	
School Librarian	150	419	411		525	521	
Reading Specialist	151	229	218		257	249	
School Counselor	152	1,683	1,652	1	1,690	1,651	1
Educational Diagnostician	153	613	603		576	568	
English as a Second Language (ESL) Supplemental	154	20,037	19,174		19,125	18,314	4
Health EC-12	157	974	928		943	891	
Physical Education EC-12	158	4,039	3,872		3,794	3,623	
Pedagogy & Professional Responsibilities (PPR) EC-12	160	30,989	30,186	2	31,935	31,144	4
Special Education EC-12	161	8,724	8,352	2	8,575	8,202	8
Gifted & Talented Supplemental	162	522	482		536	499	
Special Education Supplemental	163	816	774		821	784	
Bilingual Education Supplemental	164	3,738	3,551		3,621	3,457	1
Technology Education 6-12	171	489	465		490	471	
Agricultural Science & Technology 6-12 (expired 8/31/16)	172	372	361				
Health Science Technology Ed 8-12 (expired 8/31/16)	173	154	146				
Marketing Education 8-12 (expired 8/31/16)	175	57	51				
Business Education 6-12 (expired 8/31/16)	176	1,121	1,065				

Test Name	Test Code	2015-2016 Total Test Registrations	2015-2016 Total Computer-Administered Tests Taken	2015-2016 Total Paper-Based Tests Taken	2016-2017 Total Test Registrations	2016-2017 Total Computer-Administered Tests Taken	2016-2017 Total Paper-Based Tests Taken
Music EC-12	177	1,578	1,535		1,519	1,474	
Art EC-12	178	1,206	1,166		1,189	1,137	
Dance 8-12	179	296	286		175	170	
Theatre EC-12	180	562	546		542	519	
Deaf & Hard of Hearing	181	124	117		151	145	
Visually Impaired	182	60	58		66	64	1
Braille	183	69		68	62		60
American Sign Language (ASL)	184	81	77		80	76	
Bilingual Target Language Proficiency Test - Spanish	190	4,582	4,368		4,095	3,926	
Superintendent	195	550	531		572	560	
Core Subjects 4-8	211	4,550	4,284		4,429	4,187	0
English Language Arts & Reading (ELAR) 7-12	231	4,150	3,895		4,577	4,275	
Social Studies 7-12	232	5,245	4,998		4,805	4,599	
History 7-12	233	1,543	1,438	1	1,451	1,379	
Mathematics 7-12	235	3,652	3,455	1	3,221	3,052	1
Science 7-12	236	2,612	2,452		2,411	2,296	0
Physical Science 6-12	237	138	130		110	110	
Life Science 7-12	238	1,584	1,517	1	1,391	1,338	
Chemistry 7-12	240	187	180		210	204	

Test Name	Test Code	2015-2016 Total Test Registrations	2015-2016 Total Computer-Administered Tests Taken	2015-2016 Total Paper-Based Tests Taken	2016-2017 Total Test Registrations	2016-2017 Total Computer-Administered Tests Taken	2016-2017 Total Paper-Based Tests Taken
Computer Science 8-12 (replaced Test Code 141; first offered December 2016)	241				261	248	
Technology Applications EC-12 (replaced Test Code 142; first offered December 2016)	242				151	145	
Physics/Mathematics 7-12	243	149	139		115	109	
Journalism 7-12	256	236	223		179	170	
PPR for Trade & Industrial Education 6-12	270	328	322		323	309	
Agriculture, Food & Natural Resources 6-12 (replaced Test Code 172; first offered October 2015)	272	64	57		428	417	
Health Science 6-12 (replaced Test Code 173; first offered October 2015)	273	110	104		359	348	
Mathematics/Physical Science/Engineering 6-12	274	97	89		74	67	
Marketing 6-12 (replaced Test Code 175; first offered October 2015)	275	58	51		102	102	
Business & Finance 6-12 (replaced Test Code 176; first offered October 2015)	276	176	164		1,158	1,120	
Dance 6-12 (first offered February 2017)	279				138	134	
Braille (first offered June 2017)	283				18		13
Core Subjects EC-6	291	22,727	21,843		23,353	22,447	0
Languages Other Than English (LOTE)-French EC-12	610	180	169		218	201	
LOTE-German EC-12	611	37	35		50	47	
LOTE-Latin EC-12	612	34	33		21	21	
LOTE-Spanish EC-12	613	2,295	2,152	2	1,950	1,822	4
Core Subjects EC-6 ELAR/Strategies of Teaching Reading	801	386	362	7	369	342	10
Core Subjects EC-6 Mathematics	802	1,331	1,272	6	1,459	1,407	11
Core Subjects EC-6 Social Studies	803	2,042	1,983	8	2,113	2,041	10

Test Name	Test Code	2015-2016 Total Test Registrations	2015-2016 Total Computer-Administered Tests Taken	2015-2016 Total Paper-Based Tests Taken	2016-2017 Total Test Registrations	2016-2017 Total Computer-Administered Tests Taken	2016-2017 Total Paper-Based Tests Taken
Core Subjects EC-6 Science	804	1,525	1,479	7	1,292	1,243	10
Core Subjects EC-6 Fine Arts/Health/PE	805	276	259	5	157	141	8
Core Subjects 4-8 ELAR	806	272	260		257	251	1
Core Subjects 4-8 Mathematics	807	150	142		172	168	1
Core Subjects 4-8 Social Studies	808	203	200		154	149	1
Core Subjects 4-8 Science	809	138	133		223	214	1
TOTALS		**158,449**	**151,771**	**306**	**156,031**	**149,626**	**366**

Prioritized PPR Standards EC-3: DRAFT VERSION

Instructional Planning and Delivery

1. 1Ai: Teachers develop lessons that build coherently toward objectives based on course content, curriculum scope and sequence, and expected student outcomes
2. 1Aii: Teachers effectively communicate goals, expectations, and objectives to help all students reach high levels of achievement
3. 1Aiii: Teachers connect students' prior understanding and real-world experiences to new content and contexts, maximizing learning opportunities
4. 1Bi: Teachers plan instruction that is developmentally appropriate, is standards driven, and motivates students to learn
5. 1Ci: Teachers differentiate instruction, aligning methods and techniques to diverse student needs including acceleration, remediation and implementation of individual education plans
6. 1Cii: Teachers plan student groupings, including pairings and individualized and small-group instruction, to facilitate student learning
7. 1Ciii: Teachers integrate the use of oral, written, graphic, kinesthetic, and/or tactile methods to teach key concepts
8. 1Di: Teachers ensure that the learning environment features a high degree of student engagement by facilitating discussion and student-centered activities as well as leading direct instruction
9. 1Diii: Teachers encourage all students to overcome obstacles and remain persistent in the face of challenges, providing them with support in achieving their goals
10. 1Ei: Teachers set high expectations and create challenging learning experiences for students, encouraging them to apply disciplinary and cross-disciplinary knowledge to real-world problems
11. 1Eii: Teachers provide opportunities for students to engage in individual and collaborative critical thinking and problem solving
12. 1Fi: Teachers monitor and assess students' progress to ensure that their lessons meet students' needs
13. 1Fii: Teachers provide immediate feedback to students in order to reinforce their learning and ensure that they understand key concepts
14. 1Fiii: Teachers adjust content delivery in response to student progress through the use of developmentally appropriate strategies that maximize student engagement

Knowledge of Student and Student Learning

1. 2Aii: Teachers create a community of learners in an inclusive environment that views differences in learning and background as educational assets
2. 2Bi: Teachers connect learning, content, and expectations to students' prior knowledge, life experiences, and interests in meaningful contexts
3. 2Bii: Teachers understand that unique qualities of students with exceptional needs, including disabilities and giftedness, and know how to effectively address these needs through instructional strategies and resources
4. 2Biii: Teachers understand the role of language and culture in learning and know how to modify their practice to support language acquisition so that language is comprehensible and instruction is fully accessible
5. 2Ci: Teachers understand how learning occurs and how learners develop, construct meaning, and acquire knowledge and skills
6. 2Cii: Teachers identify readiness for learning and understand how development in one area may affect students' performance in other areas

Content Knowledge and Expertise

1. 3Ai: Teachers have expertise in how their content vertically and horizontally aligns with the grade-level/subject area continuum, leading to an integrated curriculum across grade levels and content areas
2. 3Aii: Teachers identify gaps in students' knowledge of subject matter and communicate with their leaders and colleagues to ensure that these gaps are adequately addressed across grade levels and subject areas
3. 3Aiii: Teachers keep current with developments, new content, new approaches, and changing methods of instructional delivery within their discipline
4. 3Bi: Teachers organize curriculum to facilitate student understanding of the subject matter

5. 3Bii: Teachers understand, actively anticipate and adapt instruction to address common misunderstandings and preconceptions
6. 3Biii: Teachers promote literacy and the academic language within the discipline and make discipline-specific language accessible to all learners
7. 3Ci: Teachers teach both the key content knowledge and the key skills of the discipline
8. 3Cii: Teachers make appropriate and authentic connections across disciplines, subjects, and students' real world experiences

Learning Environment

1. 4Ai: Teachers embrace students' backgrounds and experiences as an asset in their learning
2. 4Aii: Teachers maintain and facilitate respectful, supportive, positive, and productive interactions with and among students
3. 4Aiii: Teachers establish and sustain learning environments that are developmentally appropriate and respond to students' needs, strengths, and personal experiences
4. 4Bii: Teachers create a physical classroom set-up that is flexible and accommodates the different learning needs of students
5. 4Ci: Teachers implement behavior management systems to maintain an environment where all students can learn effectively
6. 4Di: Teachers maintain a culture that is based on high expectations for student performance and encourages students to be self-motivated, taking responsibility for their own learning
7. 4Dii: Teachers maximize instructional time, including managing transitions
8. 4Diii: Teachers manage and facilitate groupings in order to maximize student collaboration, participation, and achievement
9. 4Div: Teachers communicate regularly, clearly, and appropriately with parents and families about student progress, providing detailed and constructive feedback and partnering with families in furthering their students' achievement goals

Data-Driven Practices

1. 5Ai: Teachers gauge student progress and ensure mastery of content knowledge and skills by providing assessments aligned to instructional objectives and outcomes that are accurate measures of student learning
2. 5Ci: Teachers analyze and review data in a timely, thorough, accurate, and appropriate manner, both individually and with colleagues, to monitor student learning
3. 5Di: Teachers design instruction, change strategies, and differentiate their teaching practices to improve student learning based on assessment outcomes

Professional Practices and Responsibilities

1. 6Ai: Teachers reflect on their own strengths and professional learning needs, using this information to develop action plans for improvement
2. 6Bi: Teachers seek out feedback from supervisor, coaches, and peers and take advantage of opportunities for job-embedded professional development
3. 6Di: Teachers adhere to the educators' code of ethics in 247.2 of this title (relating to Code of Ethics and Standard Practices for Texas Educators), including following policies and procedures at their specific school placement(s)
4. 6Dii: Teachers communicate consistently, clearly, and respectfully with all members of the campus community, administrators, and staff
5. 6Diii: Teachers serve as advocates for their students, focusing attention on students' needs and concerns and maintaining thorough and accurate student records

Prioritized PPR Standards 4-8: DRAFT VERSION

Instructional Planning and Delivery

1. 1Ai: Teachers develop lessons that build coherently toward objectives based on course content, curriculum scope and sequence, and expected student outcomes
2. 1Aii: Teachers effectively communicate goals, expectations, and objectives to help all students reach high levels of achievement
3. 1Aiii: Teachers connect students' prior understanding and real-world experiences to new content and contexts, maximizing learning opportunities
4. 1Bi: Teachers plan instruction that is developmentally appropriate, is standards driven, and motivates students to learn
5. 1Bii: Teachers use a range of instructional strategies, appropriate to the content area, to make subject matter accessible to all students
6. 1Ci: Teachers differentiate instruction, aligning methods and techniques to diverse student needs including acceleration, remediation and implementation of individual education plans
7. 1Di: Teachers ensure that the learning environment features a high degree of student engagement by facilitating discussion and student-centered activities as well as leading direct instruction
8. 1Ei: Teachers set high expectations and create challenging learning experiences for students, encouraging them to apply disciplinary and cross-disciplinary knowledge to real-world problems
9. 1Eii: Teachers provide opportunities for students to engage in individual and collaborative critical thinking and problem solving
10. 1Fi: Teachers monitor and assess students' progress to ensure that their lessons meet students' needs
11. 1Fii: Teachers provide immediate feedback to students in order to reinforce their learning and ensure that they understand key concepts
12. 1Fiii: Teachers adjust content delivery in response to student progress through the use of developmentally appropriate strategies that maximize student engagement

Knowledge of Student and Student Learning

1. 2Aii: Teachers create a community of learners in an inclusive environment that views differences in learning and background as educational assets
2. 2Bi: Teachers connect learning , content, and expectations to students' prior knowledge, life experiences, and interests in meaningful contexts
3. 2Bii: Teachers understand that unique qualities of students with exceptional needs, including disabilities and giftedness, and know how to effectively address these needs through instructional strategies and resources
4. 2Biii: Teachers understand the role of language and culture in learning and know how to modify their practice to support language acquisition so that language is comprehensible and instruction is fully accessible
5. 2Ci: Teachers understand how learning occurs and how learners develop, construct meaning, and acquire knowledge and skills

Content Knowledge and Expertise

1. 3Aiii: Teachers keep current with developments, new content, new approaches, and changing methods of instructional delivery within their discipline
2. *3Bi: Teachers organize curriculum to facilitate student understanding of the subject matter*
3. 3Bii: Teachers understand, actively anticipate and adapt instruction to address common misunderstandings and preconceptions
4. 3Biii: Teachers promote literacy and the academic language within the discipline and make discipline-specific language accessible to all learners
5. 3Ci: Teachers teach both the key content knowledge and the key skills of the discipline

Italicized standards are included for 4-8 if a performance assessment in the certification process that would include and more accurately assess specific content-pedagogy will be used

Learning Environment

1. 4Ai: Teachers embrace students' backgrounds and experiences as an asset in their learning
2. 4Aii: Teachers maintain and facilitate respectful, supportive, positive, and productive interactions with and among students
3. 4Ci: Teachers implement behavior management systems to maintain an environment where all students can learn effectively
4. 4Di: Teachers maintain a culture that is based on high expectations for student performance and encourages students to be self-motivated, taking responsibility for their own learning
5. 4Dii: Teachers maximize instructional time, including managing transitions
6. 4Div: Teachers communicate regularly, clearly, and appropriately with parents and families about student progress, providing detailed and constructive feedback and partnering with families in furthering their students' achievement goals

Data-Driven Practices

1. 5Ai: Teachers gauge student progress and ensure mastery of content knowledge and skills by providing assessments aligned to instructional objectives and outcomes that are accurate measures of student learning
2. 5Ci: Teachers analyze and review data in a timely, thorough, accurate, and appropriate manner, both individually and with colleagues, to monitor student learning
3. 5Di: Teachers design instruction, change strategies, and differentiate their teaching practices to improve student learning based on assessment outcomes

Professional Practices and Responsibilities

1. 6Ai: Teachers reflect on their own strengths and professional learning needs, using this information to develop action plans for improvement
2. 6Bi: Teachers seek out feedback from supervisor, coaches, and peers and take advantage of opportunities for job-embedded professional development
3. 6Di: Teachers adhere to the educators' code of ethics in 247.2 of this title (relating to Code of Ethics and Standard Practices for Texas Educators), including following policies and procedures at their specific school placement(s)
4. 6Dii: Teachers communicate consistently, clearly, and respectfully with all members of the campus community, administrators, and staff

Prioritized PPR Standards 7-12: DRAFT VERSION

Instructional Planning and Delivery

1. 1Ai: Teachers develop lessons that build coherently toward objectives based on course content, curriculum scope and sequence, and expected student outcomes
2. 1Aii: Teachers effectively communicate goals, expectations, and objectives to help all students reach high levels of achievement
3. 1Aiii: Teachers connect students' prior understanding and real-world experiences to new content and contexts, maximizing learning opportunities
4. 1Bi: Teachers plan instruction that is developmentally appropriate, is standards driven, and motivates students to learn
5. 1Bii: Teachers use a range of instructional strategies, appropriate to the content area, to make subject matter accessible to all students
6. 1Ci: Teachers differentiate instruction, aligning methods and techniques to diverse student needs including acceleration, remediation and implementation of individual education plans
7. 1Di: Teachers ensure that the learning environment features a high degree of student engagement by facilitating discussion and student-centered activities as well as leading direct instruction
8. 1Ei: Teachers set high expectations and create challenging learning experiences for students, encouraging them to apply disciplinary and cross-disciplinary knowledge to real-world problems
9. 1Eii: Teachers provide opportunities for students to engage in individual and collaborative critical thinking and problem solving
10. 1Fi: Teachers monitor and assess students' progress to ensure that their lessons meet students' needs
11. 1Fii: Teachers provide immediate feedback to students in order to reinforce their learning and ensure that they understand key concepts
12. 1Fiii: Teachers adjust content delivery in response to student progress through the use of developmentally appropriate strategies that maximize student engagement

Knowledge of Student and Student Learning

1. 2Aii: Teachers create a community of learners in an inclusive environment that views differences in learning and background as educational assets
2. 2Aiii: Teachers accept responsibility for the growth of all of their students, persisting in their efforts to ensure high levels of growth on the part of each learner
3. 2Bi: Teachers connect learning , content, and expectations to students' prior knowledge, life experiences, and interests in meaningful contexts
4. 2Bii: Teachers understand that unique qualities of students with exceptional needs, including disabilities and giftedness, and know how to effectively address these needs through instructional strategies and resources
5. 2Biii: Teachers understand the role of language and culture in learning and know how to modify their practice to support language acquisition so that language is comprehensible and instruction is fully accessible
6. 2Ci: Teachers understand how learning occurs and how learners develop, construct meaning, and acquire knowledge and skills

Content Knowledge and Expertise

1. 3Aiii: Teachers keep current with developments, new content, new approaches, and changing methods of instructional delivery within their discipline
2. 3Bi: Teachers organize curriculum to facilitate student understanding of the subject matter
3. 3Bii: Teachers understand, actively anticipate and adapt instruction to address common misunderstandings and preconceptions
4. 3Biii: Teachers promote literacy and the academic language within the discipline and make discipline-specific language accessible to all learners
5. 3Ci: Teachers teach both the key content knowledge and the key skills of the discipline

Learning Environment

1. 4Ai: Teachers embrace students' backgrounds and experiences as an asset in their learning
2. 4Aii: Teachers maintain and facilitate respectful, supportive, positive, and productive interactions with and among students
3. 4Ci: Teachers implement behavior management systems to maintain an environment where all students can learn effectively
4. 4Di: Teachers maintain a culture that is based on high expectations for student performance and encourages students to be self-motivated, taking responsibility for their own learning
5. 4Dii: Teachers maximize instructional time, including managing transitions
6. 4Div: Teachers communicate regularly, clearly, and appropriately with parents and families about student progress, providing detailed and constructive feedback and partnering with families in furthering their students' achievement goals

Data-Driven Practices

1. 5Ai: Teachers gauge student progress and ensure mastery of content knowledge and skills by providing assessments aligned to instructional objectives and outcomes that are accurate measures of student learning
2. 5Ci: Teachers analyze and review data in a timely, thorough, accurate, and appropriate manner, both individually and with colleagues, to monitor student learning
3. 5Di: Teachers design instruction, change strategies, and differentiate their teaching practices to improve student learning based on assessment outcomes

Professional Practices and Responsibilities

1. 6Ai: Teachers reflect on their own strengths and professional learning needs, using this information to develop action plans for improvement
2. 6Bi: Teachers seek out feedback from supervisor, coaches, and peers and take advantage of opportunities for job-embedded professional development
3. 6Di: Teachers adhere to the educators' code of ethics in 247.2 of this title (relating to Code of Ethics and Standard Practices for Texas Educators), including following policies and procedures at their specific school placement(s)
4. 6Dii: Teachers communicate consistently, clearly, and respectfully with all members of the campus community, administrators, and staff
5. 6Diii: Teachers serve as advocates for their students, focusing attention on students' needs and concerns and maintaining thorough and accurate student records

Early Childhood: PK-3 Standards – DRAFT VERSION

1. **Child Development*:** The beginning teacher uses his/her understanding of young children's characteristics and needs, and of multiple interacting influences on children's development and learning, to create environments that are healthy, respectful, supportive, and challenging for each child
    a. Knowing and understanding young children's characteristics and needs, from birth through age 8
    b. Knowing and understanding the multiple influences on early development and learning
    c. Using developmental knowledge to create healthy, respectful, supportive, and challenging learning environments for young children

2. **English Language Arts and Reading:** The beginning teacher demonstrates understanding of Grade K through Grade 5 English Language Arts and Reading TEKS and Emergent Early Literacy Prekindergarten Guidelines and applies knowledge of developmentally appropriate, research- and evidence-based assessment and instructional practices to promote students' development of grade-level skills

3. **Mathematics:** The beginning teacher demonstrates understanding of Grade K through Grade 5 Mathematics TEKS and Mathematics Prekindergarten Guidelines and applies knowledge of developmentally appropriate, research- and evidence-based assessment and instructional practices to promote students' development of grade-level skills

4. **Science:** The beginning teacher demonstrates understanding of Grade K through Grade 5 Science TEKS and Science Prekindergarten Guidelines and applies knowledge of developmentally appropriate, research- and evidence-based assessment and instructional practices to promote students' development of grade-level skills

5. **Social Studies:** The beginning teacher demonstrates understanding of Grade K through Grade 5 Social Studies TEKS and Social Studies Prekindergarten Guidelines and applies knowledge of developmentally appropriate, research- and evidence-based assessment and instructional practices to promote students' development of grade-level skills

6. **Fine Arts including Theatre, Art, and Music:** The beginning teacher demonstrates understanding of Grade K through Grade 5 Theatre, Art, and Music TEKS and Fine Arts Prekindergarten Guidelines and applies knowledge of developmentally appropriate, research- and evidence-based assessment and instructional practices to promote students' development of grade-level skills

7. **Health:** The beginning teacher demonstrates understanding of Grade K through Grade 5 Health TEKS and Physical Development Prekindergarten Guidelines and applies knowledge of developmentally appropriate, research- and evidence-based assessment and instructional practices to promote students' development of grade-level skills

8. **Physical Education:** The beginning teacher demonstrates understanding of Grade K through Grade 5 Physical Education TEKS and Physical Development Prekindergarten Guidelines and applies knowledge of developmentally appropriate, research- and evidence-based assessment and instructional practices to promote students' development of grade-level skills

*From the National Association for the Education of Young Children (NAEYC) Child Development Standards for Early Childhood Professional Preparation

TEXAS TEST ITEM PORTFOLIO

TExES Test Title	Total Constructed Response (CR) Items	Total Selected Response (SR) Items	# of Scorable SR Items on Test	# of Scorable CR Items on Test	CR Type 1	CR Type 2	CR Type 3	CR Type 4	CR Type 5	CR Type 6	CR Type 7	CR Type 8
Agricultural Science and Technology 6 to 12 (172/272)		420	80									
American Sign Language (184)		463	60									
Art EC to 12 (178)		863	80									
Bilingual Education Supplemental 4 to 8 (112)		102	60									
Bilingual Education Supplemental EC to 4 (102)		185	60									
Bilingual Generalist 4 to 8 (119)		17	180									
Bilingual Supplemental (164)		740	50									
Braille (183/283)	16	184	25	4	4	4	4	4				
BTLPT 190	225	818	72	5	62	39	19	27	28	27	23	
Business and Finance 6-12 (176/276)		634	80									
Chemistry 8 to 12 and 7-12 (140/240)		687	80									
Computer Science 8 to 12 (141/241)		556	80									
CORE Subjects 4-8 (806/807/808/809)		1233	170									
CORE Subjects EC-6 (801/802/803/804/805)		1901	230									
Dance 8-12 and 6-12 (179/279)		458	80									
Deaf and Hard of Hearing (181)		386	80									
Educational Diagnostician (153)		590	80									
ELAR 4 to 8 (117)		655	80									
ELAR 8-12 and 7-12 (131/231)	34	1277	80	2	20	14						
ELAR and Social Studies 4 to 8 (113)		223	100									
ESL and Generalist 4 to 8 (120)		307	180									
ESL Supplemental (154)		1450	60									
Generalist 4 to 8 (111/211)		1442	170									

TExES Test Title	Total Constructed Response (CR) Items	Total Selected Response (SR) Items	# of Scorable SR Items on Test	# of Scorable CR Items on Test	CR Type 1	CR Type 2	CR Type 3	CR Type 4	CR Type 5	CR Type 6	CR Type 7	CR Type 8
Generalist EC-4 and EC-6 (101/191/291)		2773	230									
Gifted and Talented Supplemental (162)		457	60									
Health EC to 12 (157)		587	80									
Health Science 8-12 and 6-12 (173/273)		401	80									
History 8-12 and 7-12 (133/233)		1200	80									
Journalism 8 to 12 and 7 to 12 (156/256)		537	80									
Life Science 7-12 (238)		875	80									
LOTE French (610)	61	316	102	8	14	9	12	12	9	5		
LOTE German (611)	19	276	102	8	5	4	2	2	3	3		
LOTE Latin (612)	27	207	81	12	27							
LOTE Spanish (613)	77	553	102	8	17	17	10	9	13	11		
LOTE Pedagogy CR Items (610/611/613)	23										12	11
Marketing Education 8-12 and 6-12 (175/275)		372	80									
Math and Phys Sci and Engineering 8-12 and 6-12 (174/274)		727	110									
Mathematics 8-12 and 7-12 (135/235)		1103	80									
Music EC to 12 (177)		895	80									
Physical Education EC to 12 (158)		821	80									
Physics and Mathematics 8-12 and 7-12 (143/243)		1029	100									
PPR 4 to 8 (110)		511	80									
PPR 8 to 12 (130)		491	80									
PPR EC to 12 (160)		2058	90									
PPR EC to 4 (100)		501	80									
PPR EC to 6 (194)		253	80									

TExES Test Title	Total Constructed Response (CR) Items	Total Selected Response (SR) Items	# of Scorable SR Items on Test	# of Scorable CR Items on Test	CR Type 1	CR Type 2	CR Type 3	CR Type 4	CR Type 5	CR Type 6	CR Type 7	CR Type 8
PPR for Trade and Ind Ed 8-12 and 6-12 (170/270)		459	80									
Principal (068)		1587	100									
Reading Specialist (151)		399	80									
School Counselor (152)		758	80									
School Librarian (150)		482	80									
Science 7-12 (236)		1094	120									
Social Studies 4 to 8 (118)		809	80									
Social Studies 8-12 and 7-12 (132/232)		1630	120									
Special Education EC to 12 (161)		1958	120									
Speech 7 to 12 (129)		572	80									
Superintendent (064/195)		1163	80									
Technology Applications 7-12 (239)		184	80									
Technology Applications EC to 12 (142/242)		1145	80									
Technology Education 6-12 (171)		531	80									
Theatre EC to 12 (180)		547	80									
Mathematics and Science 4 to 8 (114)		1550	100									
Mathematics 4 to 8 (115)		627	80									
Physical Science 8-12 and 6-12 (137/237)		578	80									
Science 4 to 8 (116)		1030	80									
Visually Impaired (182)		310	80									

TExES CR Type Mapping	BTLPT (190)	LOTE French (610) LOTE German (611) LOTE Spanish (612)	LOTE Latin (612)	ELAR (231)	Braille (283)
1	Simulated Conversation	Response to Letter/Memo/Email	Pronunciation Tasks	Literary Analysis	Producing Short Selections in UEB Using a Slate and Stylus
2	Question & Answer	Opinion/Position Essay		Writing Assessment & Pedagogy	Producing a Passage in UEB Using a Braillewriter
3	Oral Presentation	Integrated Skills: Writing			Producing Math Expressions in Nemeth Code Using a Braillewriter
4	Support a Situation/Opinion	Integrated Skills: Speaking			Producing Math Expressions in Nemeth Code with Reference Material Using a Braillewriter
5	Response to Letter/Memo/Email	Oral Presentation or Situation/Opinion			
6	Lesson Plan	Simulated Conversation			
7	Opinion/Position Essay	Pedagogy – Lesson Plan			
8		Pedagogy – Essay			

TExMaT and TASC Test Title	Total Constructed Response (CR) Items	Total Selected Response (SR) Items	# of Scorable SR Items on Test	# of Scorable CR Items on Test	CR Type 1	CR Type 2
Master Mathematics Teacher 4-8 (088)	1	95	80	1	1	
Master Mathematics Teacher 8 to 12 (089)	1	109	80	1	1	
Master Mathematics Teacher EC to 4 (087)	1	93	80	1	1	
Master Reading Teacher (085)	6	238	80	1	6	
Master Science Teacher 4 to 8 (091)	1	96	80	1	1	
Master Science Teacher 8 to 12 (092)	1	96	80	1	1	
Master Science Teacher EC to 4 (090)	1	97	80	1	1	
Master Science Teacher EC to 6 (093)	1	155	80	1	1	
Master Technology Teacher (086)	9	120	80	3	3	6
Texas Assessment of Sign Communication (072)	65					
Texas Assessment of Sign Communication ASL (073)	32					

CR Type Mapping	TExMaT (085, 087, 088, 089, 090, 091, 092, 093)	TExMaT Master Technology Teacher (086)	TASC (072) TASC-ASL (073)
1	Case Study Assignment	Case Study Assignment	Interview Questions
2		Performance Assessments	

SCORE REPORTING SERVICES

ETS to TEA - V 1.9.4 of Data File Layout for data transfer via sFTP						
No.	Field Name	Start Pos.	Length	Repeat	Tot. Leng.	Remarks
1	First Name	1	20		20	Candidate First Name
2	Middle Name	21	15		15	Candidate Middle Name
3	Last Name	36	25		25	Candidate Last Name
4	Date of Birth	61	8		8	Candidate Date of Birth
5	Rescore Indicator	69	10		10	
6	Exam Registration ID	79	16		16	Unique ID
7	TEA ID	95	10		10	TEA Assigned ID
8	Admin Date	105	8		8	mmddyyyy
9	Test Media	113	1		1	Paper or Computer(0-P,1 – CAT)
10	Test Number	114	3		3	
11	Cert Route	117	2		2	Values 31-44
12	Institution Program ID	119	6		6	Format - 123456
13	State Code	125	2		2	From home address
	Country Name	127	30		30	Country Name/Foreign Address
14	Admin Geog Area	157	2		2	Test Administered Location Code
15	Special Accommodation	159	1	3	3	
16	Test Result	162	1		1	P for Pass and F for Fail
17	Q Scaled Score	163	3		3	Total Scale Score
18	Essay Hol Score/Case Study Score/ Braille Response 1 Score	166	1	1	1	
19	Performance Assessment 1 - Spreadsheet Score/ Braille Response 2 Score	167	1	1	1	
20	Performance Assessment 2 - Presentation Score/ Braille Response 3 Score	168	1	1	1	
21	Braille Response 4 Score	169	1	1	1	
22	Analytical Cat 1	170	100	7	700	Constructive Response Feedback. Can have max. of 7 Feedbacks.
23	Domain Code	870	2			Set of Domain Information (Maximum number of domains on a test - 12 Domain Percent Correct value: 000 - 100 (no decimal places). This section starts at column 870 and ends at column 1001.
24	Domain No.Of Correct Questions	872	2			
25	Domain Percent Correct	874	3			
26	Domain Test Result	877	1			
27	Domain Scaled Score	878	3	12	132	
28	Competency Code	1002	2			Set of Competency Information. Maximum number of competencies on a test - 69 This section starts at column 1002 and ends at column 1415.
29	Referencing Domain Code	1004	2			
30	Competency No. Of Correct Questions	1006	2	69	414	
31	Score Date	1416	8		8	mmddyyyy

EXAM ELIGIBILITY SERVICE

The Exam Eligibility Service is called by the vendor to determine which exams an Educator can register to take as well as includes a flag so the test vendor can waive the necessary fees because the candidate is classified as active Military, Military Spouse or Military Veteran.

The applicant must supply a TEA ID, first name, last name and date of birth to register on the vendor site. The vendor calls the web svc with these values. If they match an account in the ECOS Sybase DB, the web service returns the Educator's profile and the exams for which they are eligible to register.

Educators usually have an account in ECOS before registering. Exceptions are those that may test and not be in a normal route to certification. These exceptions are educators in the Charter School route and Pre-Admission Content Test (PACT) route. Instead, they supply a social security number (SSN) because these educators are not known by TEA at the time of test registration. The web service creates new ECOS accounts behind the scenes for these educators and returns the eligible tests for the route selected by the educator.

Available exams are filtered by test family based on whether ETS or LTI is calling the web service. Each has a token that is used to identify the vendor.

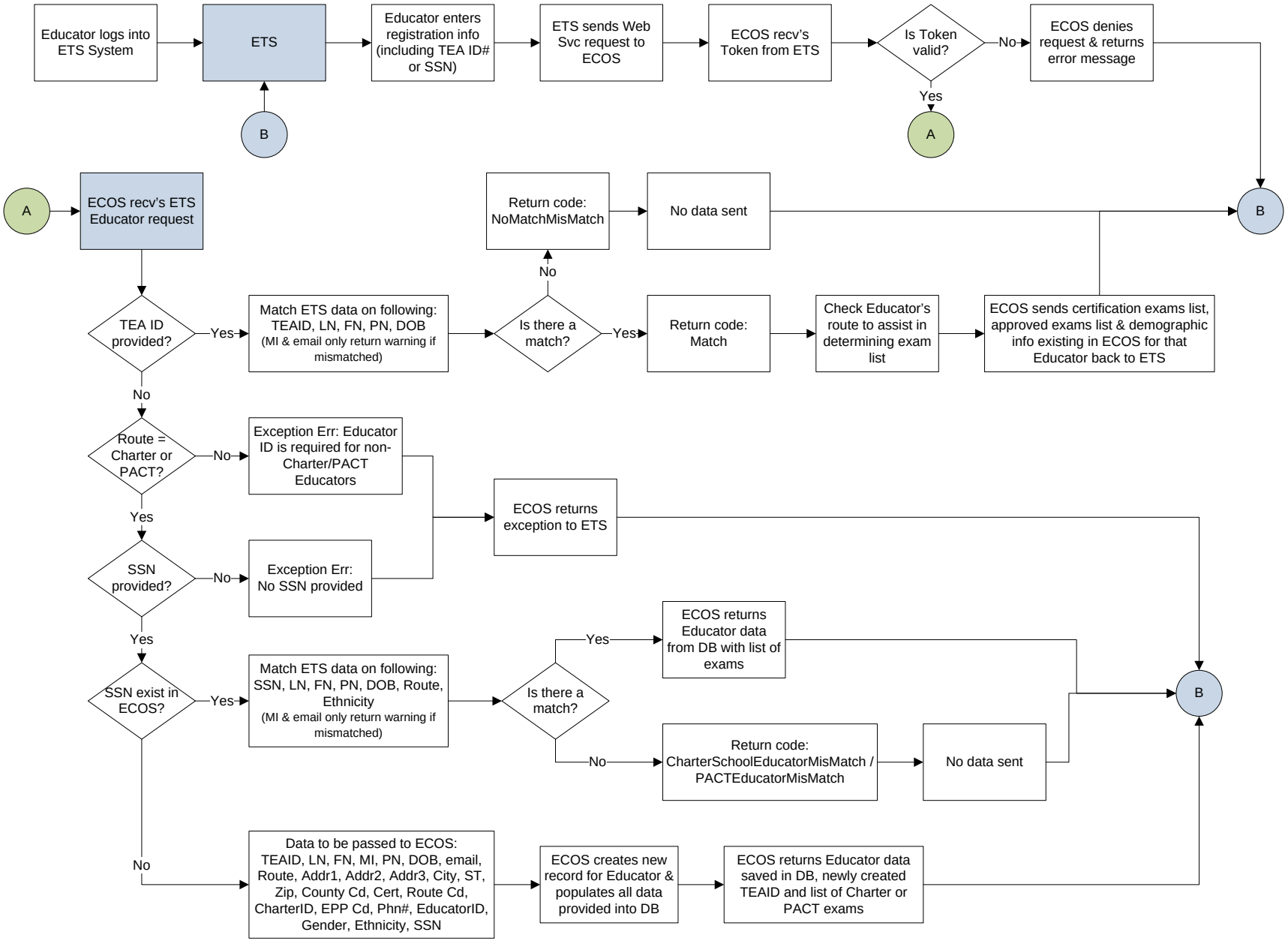
The WSDL below describes the response to an eligibility call for educator test registration:

```
<wsdl:definitions xmlns:soap="http://schemas.xmlsoap.org/wsdl/soap/" xmlns:tm="http://microsoft.c
om/wsdl/mime/textMatching/"xmlns:soapenc="http://schemas.xmlsoap.org/soap/encoding/" xmlns:mime="
http://schemas.xmlsoap.org/wsdl/mime/"xmlns:tns="http://www.tea.state.tx.us/sbec/exameligibility"
 xmlns:s="http://www.w3.org/2001/XMLSchema"xmlns:soap12="http://schemas.xmlsoap.org/wsdl/soap12/"
 xmlns:http="http://schemas.xmlsoap.org/wsdl/http/"xmlns:wsdl="http://schemas.xmlsoap.org/wsdl/"
targetNamespace="http://www.tea.state.tx.us/sbec/exameligibility">
<wsdl:documentation xmlns:wsdl="http://schemas.xmlsoap.org/wsdl/">
This Web service provides exam eligibility information for individuals seeking to be certified to
teach in Texas.
</wsdl:documentation>
<wsdl:types>
<s:schema elementFormDefault="qualified" targetNamespace="http://www.tea.state.tx.us/sbec/exameli
gibility">
<s:element name="CheckEligibility">
<s:complexType>
<s:sequence>
<s:element minOccurs="0" maxOccurs="1" name="request" type="tns:EligibilityRequest"/>
</s:sequence>
</s:complexType>
</s:element>
<s:complexType name="EligibilityRequest">
<s:sequence>
<s:element minOccurs="0" maxOccurs="1" name="Educator" type="tns:Educator"/>
<s:element minOccurs="0" maxOccurs="1" name="SocialSecurityNumber" type="s:string"/>
<s:element minOccurs="1" maxOccurs="1" name="RegistrationType" type="tns:RegistrationType"/>
</s:sequence>
</s:complexType>
<s:complexType name="Educator">
<s:sequence>
<s:element minOccurs="0" maxOccurs="1" name="Address" type="tns:Address"/>
<s:element minOccurs="1" maxOccurs="1" name="BirthDate" type="s:dateTime"/>
<s:element minOccurs="0" maxOccurs="1" name="CharterSchoolId" type="s:string"/>
<s:element minOccurs="0" maxOccurs="1" name="Email" type="s:string"/>
<s:element minOccurs="0" maxOccurs="1" name="FirstName" type="s:string"/>
<s:element minOccurs="0" maxOccurs="1" name="LastName" type="s:string"/>
<s:element minOccurs="0" maxOccurs="1" name="MiddleName" type="s:string"/>
<s:element minOccurs="0" maxOccurs="1" name="PhoneNumber" type="s:string"/>
<s:element minOccurs="0" maxOccurs="1" name="PreviousLastName" type="s:string"/>
<s:element minOccurs="0" maxOccurs="1" name="EducatorId" type="s:string"/>
<s:element minOccurs="0" maxOccurs="1" name="GenderCode" type="s:string"/>
<s:element minOccurs="0" maxOccurs="1" name="EthnicityCode" type="s:string"/>
<s:element minOccurs="0" maxOccurs="1" name="Suffix" type="s:string"/>
</s:sequence>
</s:complexType>
<s:complexType name="Address">
<s:sequence>
```

```
<s:element minOccurs="0" maxOccurs="1" name="AddressLine1" type="s:string"/>
<s:element minOccurs="0" maxOccurs="1" name="AddressLine2" type="s:string"/>
<s:element minOccurs="0" maxOccurs="1" name="AddressLine3" type="s:string"/>
<s:element minOccurs="0" maxOccurs="1" name="City" type="s:string"/>
<s:element minOccurs="0" maxOccurs="1" name="CountryCode" type="s:string"/>
<s:element minOccurs="0" maxOccurs="1" name="PostalCode" type="s:string"/>
<s:element minOccurs="0" maxOccurs="1" name="State" type="s:string"/>
</s:sequence>
</s:complexType>
<s:simpleType name="RegistrationType">
<s:restriction base="s:string">
<s:enumeration value="Regular"/>
<s:enumeration value="CharterSchoolEducator"/>
<s:enumeration value="PreAdmissionContentTests"/>
</s:restriction>
</s:simpleType>
<s:element name="CheckEligibilityResponse">
<s:complexType>
<s:sequence>
<s:element minOccurs="0" maxOccurs="1" name="CheckEligibilityResult" type="tns:EligibilityRespons
e"/>
</s:sequence>
</s:complexType>
</s:element>
<s:complexType name="EligibilityResponse">
<s:sequence>
<s:element minOccurs="1" maxOccurs="1" name="MatchResult" type="tns:MatchResult"/>
<s:element minOccurs="0" maxOccurs="1" name="CertificationRoutes" type="tns:ArrayOfCertificationR
oute"/>
<s:element minOccurs="0" maxOccurs="1" name="Educator" type="tns:Educator"/>
<s:element minOccurs="1" maxOccurs="1" name="MismatchEmail" type="s:boolean"/>
<s:element minOccurs="1" maxOccurs="1" name="MismatchMiddleName" type="s:boolean"/>
<s:element minOccurs="1" maxOccurs="1" name="PreviousLastNameMatchedTeaLastName" type="s:boolean"
/>
</s:sequence>
</s:complexType>
<s:simpleType name="MatchResult">
<s:restriction base="s:string">
<s:enumeration value="NoMatchOrMismatch"/>
<s:enumeration value="EducatorIdAssigned"/>
<s:enumeration value="MismatchWithoutEducatorId"/>
<s:enumeration value="MatchWithoutEducatorId"/>
<s:enumeration value="Match"/>
</s:restriction>
</s:simpleType>
<s:complexType name="ArrayOfCertificationRoute">
<s:sequence>
<s:element minOccurs="0" maxOccurs="unbounded" name="CertificationRoute" nillable="true" type="tn
s:CertificationRoute"/>
</s:sequence>
</s:complexType>
<s:complexType name="CertificationRoute">
<s:sequence>
<s:element minOccurs="1" maxOccurs="1" name="ActiveDate" type="s:dateTime"/>
<s:element minOccurs="0" maxOccurs="1" name="AuthorizedExamIds" type="tns:ArrayOfExam"/>
<s:element minOccurs="0" maxOccurs="1" name="CertificationRouteCode" type="s:string"/>
<s:element minOccurs="0" maxOccurs="1" name="EducatorPreparationProgramCode" type="s:string"/>
</s:sequence>
</s:complexType>
<s:complexType name="ArrayOfExam">
<s:sequence>
<s:element minOccurs="0" maxOccurs="unbounded" name="Exam" nillable="true" type="tns:Exam"/>
</s:sequence>
</s:complexType>
<s:complexType name="Exam">
<s:sequence>
<s:element minOccurs="0" maxOccurs="1" name="ExamCode" type="s:string"/>
</s:sequence>
</s:complexType>
<s:element name="AuthorizationHeader" type="tns:AuthorizationHeader"/>
<s:complexType name="AuthorizationHeader">
<s:sequence>
```

```
<s:element minOccurs="0" maxOccurs="1" name="Token" type="s:string"/>
</s:sequence>
<s:anyAttribute/>
</s:complexType>
</s:schema>
</wsdl:types>
<wsdl:message name="CheckEligibilitySoapIn">
<wsdl:part name="parameters" element="tns:CheckEligibility"/>
</wsdl:message>
<wsdl:message name="CheckEligibilitySoapOut">
<wsdl:part name="parameters" element="tns:CheckEligibilityResponse"/>
</wsdl:message>
<wsdl:message name="CheckEligibilityAuthorizationHeader">
<wsdl:part name="AuthorizationHeader" element="tns:AuthorizationHeader"/>
</wsdl:message>
<wsdl:portType name="Exam_x0020_EligibilitySoap">
<wsdl:operation name="CheckEligibility">
<wsdl:documentation xmlns:wsdl="http://schemas.xmlsoap.org/wsdl/">
Determine which exams, if any, the specified user is authorized to take.
</wsdl:documentation>
<wsdl:input message="tns:CheckEligibilitySoapIn"/>
<wsdl:output message="tns:CheckEligibilitySoapOut"/>
</wsdl:operation>
</wsdl:portType>
<wsdl:binding name="Exam_x0020_EligibilitySoap" type="tns:Exam_x0020_EligibilitySoap">
<soap:binding transport="http://schemas.xmlsoap.org/soap/http"/>
<wsdl:operation name="CheckEligibility">
<soap:operation soapAction="http://www.tea.state.tx.us/sbec/exameligibility/CheckEligibility" sty
le="document"/>
<wsdl:input>
<soap:body use="literal"/>
<soap:header message="tns:CheckEligibilityAuthorizationHeader" part="AuthorizationHeader" use="li
teral"/>
</wsdl:input>
<wsdl:output>
<soap:body use="literal"/>
</wsdl:output>
</wsdl:operation>
</wsdl:binding>
<wsdl:binding name="Exam_x0020_EligibilitySoap12" type="tns:Exam_x0020_EligibilitySoap">
<soap12:binding transport="http://schemas.xmlsoap.org/soap/http"/>
<wsdl:operation name="CheckEligibility">
<soap12:operation soapAction="http://www.tea.state.tx.us/sbec/exameligibility/CheckEligibility" s
tyle="document"/>
<wsdl:input>
<soap12:body use="literal"/>
<soap12:header message="tns:CheckEligibilityAuthorizationHeader" part="AuthorizationHeader" use="
literal"/>
</wsdl:input>
<wsdl:output>
<soap12:body use="literal"/>
</wsdl:output>
</wsdl:operation>
</wsdl:binding>
<wsdl:service name="Exam_x0020_Eligibility">
<wsdl:documentation xmlns:wsdl="http://schemas.xmlsoap.org/wsdl/">
This Web service provides exam eligibility information for individuals seeking to be certified to
teach in Texas.
</wsdl:documentation>
<wsdl:port name="Exam_x0020_EligibilitySoap" binding="tns:Exam_x0020_EligibilitySoap">
<soap:address location="http://tea4avpecos.tea.state.tx.us/Tea.Sbec.ExamEligibilityWebService/Exa
mEligibility.asmx"/>
</wsdl:port>
<wsdl:port name="Exam_x0020_EligibilitySoap12" binding="tns:Exam_x0020_EligibilitySoap12">
<soap12:address location="http://tea4avpecos.tea.state.tx.us/Tea.Sbec.ExamEligibilityWebService/E
xamEligibility.asmx"/>
</wsdl:port>
</wsdl:service>
</wsdl:definitions>
```


A diagram of the eligibility logic is shown on the following page.


Educator logs into ETS System
ETS
Educator enters registration info (including TEA ID# or SSN)
ETS sends Web Svc request to ECOS
ECOS recv's Token from ETS
Is Token valid?
No
ECOS denies request & returns error message
Yes
A
B
A
ECOS recv's ETS Educator request
Return code: NoMatchMisMatch
No data sent
B
No
TEA ID provided?
Yes
Match ETS data on following: TEAID, LN, FN, PN, DOB (MI & email only return warning if mismatched)
Is there a match?
Yes
Return code: Match
Check Educator's route to assist in determining exam list
ECOS sends certification exams list, approved exams list & demographic info existing in ECOS for that Educator back to ETS
No
Route = Charter or PACT?
No
Exception Err: Educator ID is required for non-Charter/PACT Educators
ECOS returns exception to ETS
Yes
SSN provided?
No
Exception Err: No SSN provided
Yes
SSN exist in ECOS?
Yes
Match ETS data on following: SSN, LN, FN, PN, DOB, Route, Ethnicity (MI & email only return warning if mismatched)
Is there a match?
Yes
ECOS returns Educator data from DB with list of exams
No
Return code: CharterSchoolEducatorMisMatch / PACTEducatorMisMatch
No data sent
B
No
Data to be passed to ECOS: TEAID, LN, FN, MI, PN, DOB, email, Route, Addr1, Addr2, Addr3, City, ST, Zip, County Cd, Cert, Route Cd, CharterID, EPP Cd, Phn#, EducatorID, Gender, Ethnicity, SSN
ECOS creates new record for Educator & populates all data provided into DB
ECOS returns Educator data saved in DB, newly created TEAID and list of Charter or PACT exams

EDUCATOR DEMOGRAPHIC UPDATE SERVICE

Because the vendor maintains test registrations, and demographic data must match between the vendor's educator account and the TEA educator account, the vendor provides a secure service which TEA calls in order to provide the necessary demographic data for educator demographic changes. At TEA, this is referred to as the Educator Demographic Update service. It provides demographic updates every 10 minutes determined by timestamp on the educator demographic records. The fields provided are: first name, middle name, last name, previous last name, suffix, birth date, gender, ethnicity, military personnel indicator, Address (Line1, Line2, Line3), City, State, Country, Zip Code.

Shown below is the input format vendor needs to consume our service, which pushes our demographic data:

```
use: encoded
namespace: http://courseinsite.com/ciupdatecandidatewsp
encodingStyle: http://schemas.xmlsoap.org/soap/encoding/
message: swsUpdateCandidateRequest
parts:
  username: xsd:string
  password: xsd:string
  teaID: xsd:string
  firstName: xsd:string
  middleName: xsd:string
  lastName: xsd:string
  birthDate: xsd:string
  address1: xsd:string
  address2: xsd:string
  address3: xsd:string
  city: xsd:string
  state: xsd:string
  countryCode: xsd:string
  postalCode: xsd:string
  dayPhone: xsd:string
  eveningPhone: xsd:string
  email: xsd:string
  gender: xsd:string
  ethnicity: xsd:string
  biqResponse: xsd:string
  biqID: xsd:string
```

ADDITIONAL SERVICES AND PRODUCTS

Additional Services for Candidates	Contractor Share
International site fee	$55
Test, test center, test date, or test session change during regular or late registration period	$20
Test, test center, test date, or test session change during emergency registration period for paper-based TExMaT tests	$80
Late registration fee for Braille and paper-based TExMaT tests	$40
Emergency registration fee for Braille and paper-based TExMaT tests	$80
Additional processing fee for Defense Activity for Non-Traditional Education Support (DANTES) requests	$35
Selected-response score review for Braille and paper-based TExMaT tests (not available for TExES CAT tests or any paper-based version of those tests)	$30
Written-response score review for English Language Arts & Reading 7-12, paper-based TExMaT tests, and Braille	$40
Selected-response and written-response score review for Braille and paper-based TExMaT tests	$65
BTLPT Spanish; LOTE French, German, Latin and Spanish EC-12 written/oral responses score review	$75
Case study and performance assessment score review for Master Technology Teacher test	$75
TASC/TASC-ASL score review	$75
TASC/TASC-ASL expanded diagnostic feedback	$140

Additional Products for Educator Preparation Programs		Contractor Share
Representative Test Title	Date	Price
178 Art EC-12 (includes packet of 20 Book of Reproductions)	2008	$675
178 Art EC-12 Book of Reproductions (packet of 20)	2008	$25
164 Bilingual Education Supplemental	2009	$675
190 BTLPT (Audio equipment is needed to administer sections of this representative test.)	2016	$675
176 Business Education 6-12	2008	$675
240 Chemistry 7-12	2014	$675
291 Core Subjects EC-6	2015	$675
211 Core Subjects 4-8	2015	$675
153 Educational Diagnostician	2015	$675

Additional Products for Educator Preparation Programs		**Contractor Share**
Representative Test Title	Date	Price
154 English as a Second Language Supplemental	2012	$675
117 English Language Arts and Reading 4-8	2013	$675
231 English Language Arts and Reading 7-12	2013	$675
113 English Language Arts and Reading/Social Studies	2003	$675
157 Health EC-12	2015	$675
233 History 7-12	2014	$675
256 Journalism 7-12	2015	$675
238 Life Science 7-12	2014	$675
613 LOTE Spanish (Audio equipment is needed to administer sections of this representative test.)	2009	$675
115 Mathematics 4-8	2012	$675
235 Mathematics 7-12	2014	$675
114 Mathematics/Science 4-8	2015	$675
177 Music EC-12	2017	$675
160 Pedagogy and Professional Responsibilities EC-12	2011	$675
158 Physical Education EC-12	2017	$675
237 Physical Science 6-12	2014	$675
068 Principal	2016	$675
150 School Librarian	2012	$675
152 School Counselor	2012	$675
116 Science 4-8	2015	$675
236 Science 7-12	2014	$675
118 Social Studies 4-8	2015	$675
232 Social Studies 7-12	2014	$675
161 Special Education EC-12	2015	$675
195 Superintendent	2016	$675
242 Technology Applications EC-12	2017	$675
142 Technology Applications EC-12	2008	$675
180 Theatre EC-12	2015	$675

Additional Products for Educator Preparation Programs		**Contractor Share**
Representative Test Title	Date	Price
085 Master Reading Teacher	2006	$675
087 Master Mathematics Teacher EC-4	2006	$675
088 Master Mathematics Teacher 4-8	2006	$675
089 Master Mathematics Teacher 8-12	2006	$675
090 Master Science Teacher EC-4	2006	$675
091 Master Science Teacher 4-8	2006	$675
092 Master Science Teacher 8-12	2006	$675
086 Master Technology Teacher EC-12	2006	$675