



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

REQUEST FOR OFFER (RFO)

RFO No.: 701-10-006

Maintenance, Support and Enhancement of Texas Records Exchange (TREx)

Authorized by TEC § 7.010 Electronic Student Records System

OFFER DELIVERY LOCATION: Purchasing & Contracts Division Texas Education Agency 1701 N. Congress Ave., Rm. 2-125 Austin, TX 78701-1494	REFER INQUIRIES TO: Terry Alexander Terry.alexander@tea.state.tx.us
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**WITHOUT EXCEPTION - OFFER MUST BE TIME AND DATE STAMPED BY THE TEA PURCHASING
& CONTRACTS BEFORE:
Tuesday, 07/14/2009- 2:00 P.M., Central Time**

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

Pursuant to Chapter 2155.131 of the Texas Government Code and House Bill 3560, the Department of Information Resources has delegated authority to the Texas Education Agency to conduct this Request for Offer and to award a contract for the purposes stated herein.

All written requests for information will be communicated to all applicants known to the agency.

All offers shall become the property of the State of Texas upon receipt.

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

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

NOTE: Failure to formalize the terms of the offer by signing the Execution of Offer will result in disqualification of the offer contained within the bid package. Offerors must indicate any General Provisions terms that are not feasible with the submission of the offer to this RFO. If an offer is signed and submitted without including a specific identification of all General Provisions that are not feasible, TEA will not negotiate the General Provisions.

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REQUEST FOR OFFER

Maintenance, Support and Enhancement of Texas Records Exchange (TREx)

SECTION 1 INTRODUCTION AND PURPOSE

1.1 PURPOSE OF THE REQUEST FOR OFFER (RFO)

It is the intent of the Texas Education Agency (TEA) to solicit offers to provide Maintenance, Support and Enhancement of the Texas Records Exchange (TREx) application in accordance with all requirements stated herein. The Awarded Vendor will provide services to include production support, customer assistance/support, maintenance and security, project management and reporting, software modification, enhancement, testing and performance tuning, special requests, and data changes to fully support the application for the term of the contract.

1.2 BACKGROUND INFORMATION

The public education system of Texas includes more than 1,200 school districts and open-enrollment charter schools. Effective and rapid exchange of records between the school districts, campuses, and charter schools that comprise the Texas public education system benefits students, teachers, and administrators. TEA developed the TREx application to provide an efficient, secure and reliable system to exchange student records to facilitate the appropriate academic placement of students upon enrollment into new districts or schools. In addition, TREx provides the means for the electronic transmission of high school transcripts to Institutions of Higher Education. Currently, the number of students enrolled in Texas public school is approaching 4.6 million. If ten percent (10%) of the students change school districts in a year, about 460,000 records requests are processed. TEA estimates that Texas high schools also process about 720,000 high school transcripts annually.

1.3 CONTRACT TERM/OPTION TO EXTEND

The term of any contract resulting from this RFO shall be from contract award until August 31, 2010. TEA, at its own discretion, may extend any contract awarded pursuant to this RFO for up to three (3) 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, 2010 through August 31, 2011 etc.

If necessary, to ensure a smooth transition from the current vendor supporting the TREx application to a new vendor, a one-month transition period will be required beginning August 1, 2009 through August 31, 2009 at no additional cost to TEA.

1.4 BUDGET

One contract will be awarded as a result of this RFO. Offers must include a detailed budget in accordance with the requirements of Section 3.6 of this Request for Offer. TEA will reimburse the Awarded Vendor upon satisfactory performance of deliverables. There is no guaranteed minimum payment per month.

1.5 PROJECT DESCRIPTION AND REQUIREMENTS

1.5.1 Overview

TREx is a Java-based web application running on AIX servers using WebSphere Application Server and an Oracle relational database management system. The TREx business process utilizes a request – response state transition model to enable districts and schools in Texas to request, send, and receive student records electronically. Below is a description of each of the states in the life cycle of a student records request.

- **Request submitted**

A receiving registrar logs into the system through the TEA Secure Environment (TEASE), navigates to a records request submission screen, selects the exit district or school, either by name or by county-district-campus number, provides student identification information, and confirms the student identification information in the TEA student database. The request is submitted and an email is sent to the exit registrar based on the exit district's or school's registrar profile. The email informs the exit registrar that a new student records request has been submitted and notifies the registrar that a previously enrolled student has enrolled in another district and school. The email does not contain any student-identifying information. The submission creates a "student records request" entity that is stored in the Oracle relational database so that its state transitions are captured throughout its life cycle for audit purposes.

- **Request received**

The exit registrar logs into the system, reviews the request, and obtains the student identification information. A state transition is triggered, the receiving district or school's registrar profile is examined, and an acknowledgement email is created and sent to the receiving registrar. The email informs the receiving registrar that the exit registrar has reviewed the records request.

- **Student attendance verified or deemed invalid**

The exit registrar verifies that the student attended the school or district, and creates a student records extract file using the district or school student information system. (Alternatively, the exit registrar responds that the student's attendance cannot be verified.)

- **Student record retrieved**

For a student whose attendance is verified, the XML extract file created is consistent with standards developed and published by TEA. The extract process is similar to the process that creates Public Education Information Management System (PEIMS) data files consistent with the *PEIMS Data Standards*.

- **Student record transmitted**

The exit registrar logs into the system, browses for a file, selects the student records extract file, and requests the system to transmit the file. The system transmits the file to an intermediate server using HTTPS and sends emails to the exit and receiving registrars confirming that the extract file has been transmitted successfully to the server and is available for review, printing, or retrieval.

- **Student record received**

The confirmation email triggers a state transition that is captured by the system.

- **Request filled**

When the receiving registrar logs into the system to view and/or print the student record, a final email is sent to the exit registrar informing the registrar that the file has been received. The records file on the server is deleted upon "pickup" or after a configurable number of business days on the server. The final email triggers a final state transition and the transition is

captured by the system. At any time in the records request life cycle, the state transition history can be reviewed. The capture and review capabilities provide complete “audit trails” of the request process.

The system also makes it possible to transmit student transcripts to Texas public colleges and universities electronically through the Standardization of Postsecondary Education Electronic Data Exchange (SPEEDE) server at the University of Texas at Austin. Following the same state transition model as above, TREx system creates transcript files from student records extract files, transmits the files securely, supports the higher education transcript system reconciliation and audit processes, and provides printable and viewable transcripts.

In addition to transmitting student transcripts to Texas public colleges and universities through the University of Texas at Austin SPEEDE server, districts also have the option of enrolling in the national option with the National Transcript Center (<http://www.transcriptcenter.com/>) to send records and transcripts to schools out of state for a fee.

1.5.2 Objectives

Maintenance, support, and enhancement of the TREx application include:

- Production support;
- Customer assistance/support;
- Maintenance and security;
- Project management and reporting;
- Software modification, enhancement, testing and performance tuning;
- Special requests;
- Documentation;
- Data changes.

1.5.3 TEA Rules, Processes, Procedures & Standards

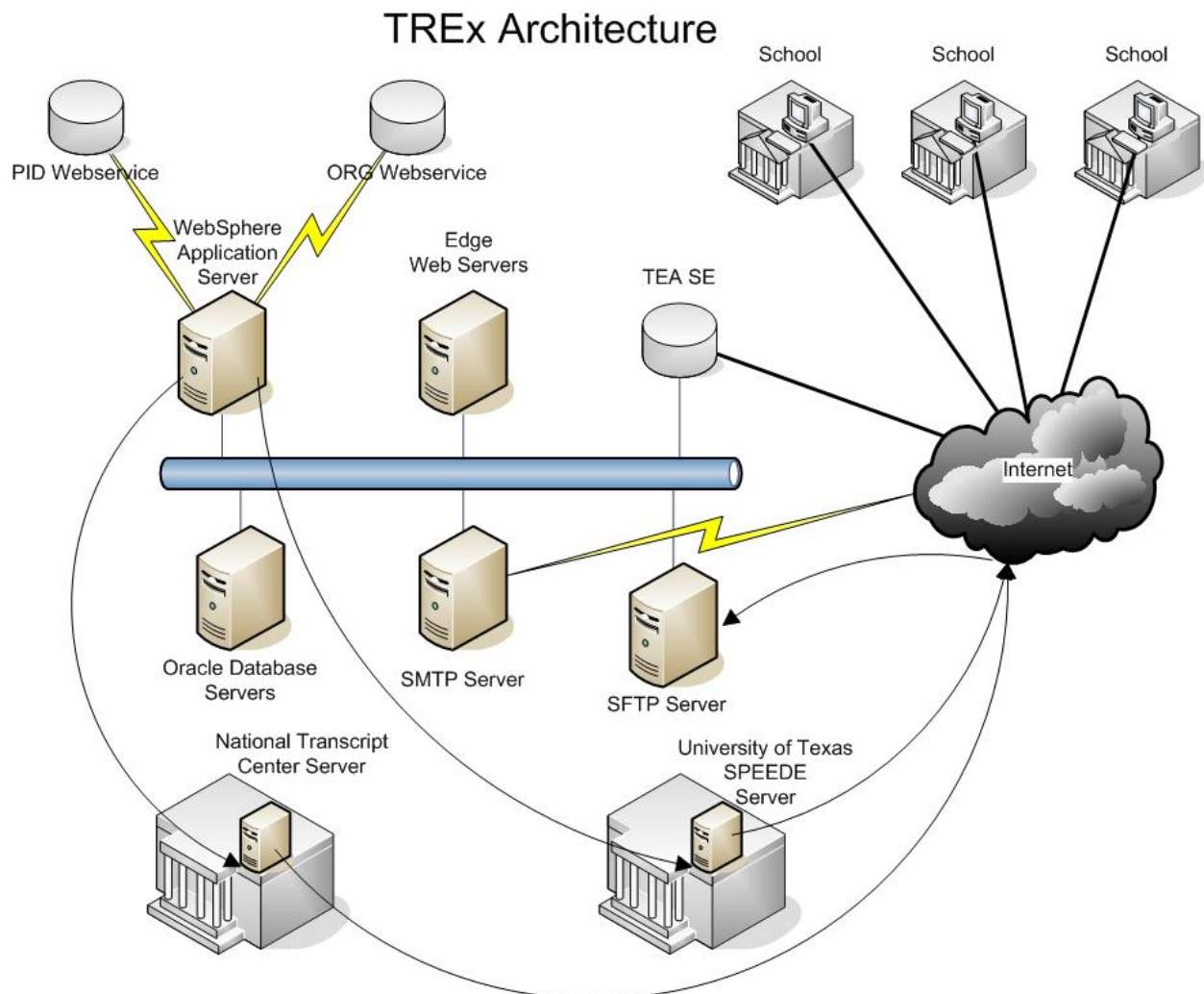
The Awarded Vendor staff must abide by all established TEA rules, processes, procedures and standards, as well as any changed or new rules processes, procedures and standards during the contract term. Failure to abide by TEA procedures may result in TEA unilateral request to Awarded Vendor to remove a staff member from the project.

- The Awarded Vendor staff shall abide by all TEA workplace rules and procedures with regards to dress, drug free work place, holidays and sexual harassment. TEA will provide documentation of workplace rules and procedures upon Awarded Vendor’s arrival.
- The Awarded Vendor staff shall abide by all of Information Technology Systems’ policies, processes, procedures and standards with regards to security, software development, system maintenance and enhancement services, including, but not limited to, the following:
 - o Development and security standards;
 - o Change request procedures;
 - o Configuration management procedures;
 - o TEA Vendor Guide – see attachment G;
 - o Infrastructure change request procedures.
- The Awarded Vendor may only use software specifically approved by TEA.
- TEA reserves the right to approve or reject any staff throughout the duration of the Contract. Awarded Vendors shall immediately remove any Awarded Vendor staff member upon written request from the TEA PMO Contract Manager.

1.5.4 Architecture

Architecture diagram

The diagram below describes the high-level architecture of the TREx production environment.



TEASE

The TEA Secure Environment (TEASE) regulates access to the TREx application. TEASE is the TEA authentication portal through which users access many of TEA's web applications. Information on TEASE is available at <http://www.tea.state.tx.us/webappaccess/AppRef.htm>. TEA is in the process of migrating from TEASE to Tivoli Identity Manager and Tivoli Access Manager. TREx will be one of the applications that TEA will move to the new solution within the next two years.

Web Services

The TREx application utilizes two (2) Web Services as indicated on the diagram above. TREx uses XML formatted messages in the Web services calls and responses. Below are general descriptions of each web service and what information they provide to the TREx application.

PID

TEA uses the Person Identification Database (PID) system to manage and store identifying data on individuals reported to TEA. These individuals include students and staff reported through Public Education Information Management System (PEIMS). The PID database

should contain one (1) and only one (1) record for each person. Each record contains the following demographic data: social security number or alternative identification number, first name, middle name, last name, generation code, maiden name, date of birth, sex code, and race/ethnicity code.

ORG

ORG is a TEA database of organizations that includes all Texas public school districts and campuses plus select private schools that have signed up to utilize TREx. Each district in ORG has a unique six (6)-digit numeric identifier. Each campus in ORG has a nine (9)-digit numeric identifier. ORG contains information on district and campus contacts and on personnel in specific administrative roles. Public reports from ORG are available through a web application called AskTED at <http://askted.tea.state.tx.us/>.

National Option

The TREx National Option allows districts who enroll with the National Transcript Center (NTC) to send records and transcripts to any school in the country – public or private, in-state or out-of-state, PK-12 or Higher Education, scholarship providers and certification bodies. Enrolling with the National Transcript Center to use the national option is an optional decision made entirely by the school districts. Once a district enrolls in the national option, TREx presents them with additional source/destination choices for the requests or transmittals. TREx routes any transactions to schools outside of Texas through the National Transcript Center's servers.

TREx Data Standards

TEA developed the TREx Data Standards to facilitate the transfer of student records and transcripts using the TREx student record exchange process. These standards are available for review at the following location: <http://www.tea.state.tx.us/trex/datastds/>

Transmission of Transcripts to Colleges and Universities

- **Electronic Transcript Standards¹**

Electronic Data Interchange (EDI) is the exchange of standardized document forms between computer systems for business use. EDI is based on the Accredited Standards Committee (ASC) X12 standard, accredited by the American National Standards Institute (ANSI). The ASC X12 standard define the structure, content, and format of business transactions. EDI is a mature technology that uses structured data formats, or transaction sets, and software translators using agreed-upon message standards. The American Association of Collegiate Registrars and Admissions Officers² (AACRAO), the National Center for Education Statistics³ (NCES), and the Council of Chief State School Officers⁴ (CCSSO) have contributed to the development of EDI in Education.⁵ ASC X12 developed and approved transaction sets for high school transcripts. More recently, the Postsecondary Electronic Standards Council⁶ (PESC) and AACRAO developed the high school transcript standards and information using eXtensible Markup Language (XML).⁷ PESC approved the standards as a national standard in 2006.

- **University of Texas at Austin SPEEDE server**

The University of Texas (UT) at Austin made available an Internet Server in 1995. UT Austin's public Internet-based value-added network is a free service that provides the redistribution of ANSI X12 EDI and PESC XML transmissions to registered educational institutions. A registered

¹ http://www.pesc.org/interior.php?page_id=147

² <http://www.aacrao.org>

³ <http://nces.ed.gov/>

⁴ <http://www.ccsso.org/>

⁵ <http://www.aacrao.org/speede/>

⁶ <http://www.pesc.org/>

⁷ http://www.pesc.org/interior.php?page_id=140

institution must have the ability to deliver an ANSI X 12 EDI or PESC XML transmissions to the UT Austin server using SMTP and MIME-capable email or FTP.⁸ A large number of universities and colleges across the countries are registered. Districts and schools in the Texas public education system could register. Important features of the service include:

- o logs are kept and are available for online review;⁹
 - o an E-mail notification is sent upon receipt or transmission of files;
 - o an E-mail message is sent to the system administrator if errors occur;
 - o SPEEDE acknowledgement procedures;
 - o PGP using RSA keys and Digital Signatures is supported;
 - o simple registration procedures; and
 - o access to registration documentation on-line.
- **XML support**
 - o TReX provides the capability to transmit student transcripts to Texas public colleges and universities electronically using the XML schema standards;
 - o accepts as input a student records XML extract file;
 - o encrypts the file using a PGP encryption tool;
 - o creates a digital signature that would ensure the student transcript's data integrity;
 - o transmits the file to the UT Austin Internet SPEEDE Server using either SMTP/MIME-capable email or Secure FTP;
 - o supports the reconcile and audit process upon receipt of the XML transcript;
 - o supports the maintenance of receiving institutions profiles; and
 - o provides reports to students, administrators, and managers.

Software Used

Developers currently use the following software to maintain and support the TReX application. The Awarded Vendor will utilize new versions of the software as the Agency migrates to it. We expect that the software used by TReX will evolve as the software vendors make new releases of their products. For example, it is reasonable to expect that there will be new releases of the Microsoft Office Suite, Adobe products, and Oracle RDBMS.

General technologies

Java programming language
XML (Extensible Markup Language)
JavaScript scripting language
xHTML (Extensible Hypertext Markup Language)
CSS (Cascading Style Sheets)
SQL (Structured Query Language)
MVC architectures (Model–view–controller)

Software platforms

IBM AIX – Unix-based operating system
IBM Websphere Application Server – software application server
Jetty - an open-source, standards-based, full-featured web server implemented entirely in Java.
Oracle – Relational Database Management System

Product	Manufacturer	Current Version
Version Manager	Merant	8.0.2.3 (Build 662)

⁸ Secure FTP (Secure SHell V.2/SSH2) and FTPS are currently supported by the UT Austin

⁹ Users can view UT Austin SPEEDE Server Receiver and Sender Reports at <http://www.utexas.edu/student/giac/speede/server/srvrrpts.html>. The Registrant Table is available for viewing at <http://www.utexas.edu/student/giac/speede/server/parttbl.rp1>.

Tracker	Merant	8.0.3.0 (Build 787)
Product	Manufacturer	Current Version
Office	Microsoft	Professional 2003
Visio	Microsoft	Professional 2003
Project	Microsoft	Professional 2003
Acrobat	Adobe	9
Adobe Captivate	Adobe	2.0
AuthorIT	Author-it Software Corporation	5.1
OxygenXML	SyncRO Soft Ltd.	10.1
Spring Web Flow, Spring Faces, Spring JavaScript, Spring Web MVC Hibernate, Velocity, Acegi	The Spring Framework	Spring 1.2.9 Spring Web Flow 1.0.4
Jasper Reports	JasperSoft	3.1.0
JIRA	Atlassian	3.13 #330
JUNIT	JUnit.org	3.8.1
Quick Test Professional (QTP)	Mercury Interactive	9
Oracle relational database management system	Oracle	10g
SPEEDE EDI	Postsecondary Electronic Standards Council (PESC)	N/A

TEA maintains active support contracts for all 3rd party software listed in the software used table above except for Adobe Captivate, OxygenXML, and JIRA. The Spring Framework components, JUNIT and Jasper Reports are open source software without a support contract. SPEEDE EDI is a data standard maintained by the Postsecondary Electronic Standards Council (PESC).

1.5.5 Historical Level of Effort

TEA used the historical level of effort described below, experience gained since deployment and known planned changes to the application to project the level of effort used in the pricing offer. TEA considers TREx a stable application with very infrequent operational bugs. TREx has leveled off in its lifecycle to where most enhancements made in the future will be in direct support of new or modified laws passed by the Texas Legislature or US Department of Education.

Help Desk Calls

TREx transitioned to maintenance mode on 15 Jun 2008. As of 04/17/2009, we have opened 136 support cases in the JIRA software. Listed below is a breakout of those support cases. TEA expects the number of TREx help desk calls escalated to the vendor will be less than past actual escalations due to the experience that TREx help desk personnel have gained since TREx went live.

Abbreviations used:

K12 means a kindergarten through 12th grade school

IHE means Institution of Higher Education.

- K12 – IHE Data Issue – 25
- K12 – IHE Error – 13
- K12 – K12 Data Issue – 3
- K12 – K12 Error – 5
- Other Issue – 17
- Page Display Error – 9
- PDF Display – 27

- Upload – 37

Software Change Requests (SCR)

Not all of the JIRA cases resulted in a Software Change Request (SCR) and TEA created SCRs without a corresponding JIRA case. Since 15 Jun 2008, the current vendor accomplished the following SCRs or is currently working on them:

- 12 SCRs deployed to production (2 high severity defects, 3 low severity defects and 7 enhancements)
- 34 SCRs tested and ready to deploy (15 low severity defects and 19 enhancements)
- 14 SCRs in testing (3 low severity defects and 11 enhancements)

1.5.6 Scope Of Services

TEA provides the following as a high-level description of the services required of the Awarded Vendor. Selection of the Vendor includes an evaluation of the Vendor's approach and methodology for performing the services described below.

Project Management

- Ensure the vendor staff performs all functional requirements as specified in this document.
- Determine and assign vendor staff resources to all tasks to be performed by the Awarded Vendor staff.
- Supervise and coordinate the work of the Awarded Vendor staff assigned.
- Ensure the vendor staff follows current system standards for all system modifications.
- Develop and follow a schedule for completing all maintenance responsibilities per this agreement.
- Provide the TEA PMO Contract Manager with a Weekly Status Report and a Monthly Service Level Report.
- Serve as the vendor interface for all business functions related to this agreement such as invoicing, project approval, etc.
- Ensure the vendor staff maintains the TREx entity relationship model using Microsoft Visio or some other agreed upon tool.
- Coordinate developer support and resolution of the user acceptance testing schedules and issues.
- Coordinate the performance of operational activities with the TEA PMO Contract Manager.
- Coordinate software releases with the TEA PMO Contract Manager.

General Support

- In coordination with the Data Center Services provider, resolve configuration, communication, and all other installation problems encountered by TEA staff.
- Resolve problems and correct defects with the application that the TEA TREx support staff has identified and prioritized. Coordinate release implementation with the TEA PMO Contract Manager.
- Assist in application testing following hardware and software upgrades in all environments.
- Inform the TEA TREx support staff about the impact of new changes on the current development schedule in terms of functionality, dependencies, budgeted and actual hours, and completion dates.
- Monitor performance of the TREx application as TEA adds more users to the system. Measure and define recommendations for maximum threshold levels for hardware and software to maintain a performance level above the baseline as tested and documented in Oct 2007, when TREx was initially constructed.
- Using Microsoft Word and Adobe Acrobat, provide written information on all system modifications to the TEA TREx support staff to update the help desk and end-user documentation.
- Design, code, test, and implement system changes while maintaining the current system standards.

- Support all system changes for the life of the contract.

Application Support

TREx is a high availability system (see paragraph 1.5.10) except for planned system maintenance and software upgrades. Awarded Vendor will perform various tasks to support the application:

- Closely monitor production environments to ensure users can log into the application and the application can retrieve information from the database.
- Diagnose system problems found by TEA staff or end-users.
- Work with third-party software vendors to resolve problems related to their products.
- In coordination with the Data Center Services provider, provide feedback to TEA in identifying and selecting the best hardware to support the application.
- Analyze and suggest the use of new technologies to improve TREx, including parallel testing with current technologies.
- Using Microsoft Office products, prepare and maintain documentation pertaining to the application, including, but not limited to:
 - o System Administrator manual;
 - o System Developer manual;
 - o Disaster Recovery documents.

Customer Assistance & Support

Customer support includes those activities that ensure all questions from system users are answered, problems are researched, and overall assistance is provided within 24-hours of submission for users to perform their jobs as they relate to the application. TEA TREx support staff provide Level 1 Help Desk support by monitoring a dedicated email address for email support and answering all calls to the TEA TREx help desk for telephone support. Services must include but are not limited to, the following:

- Analyzing all Customer Support Requests (CSR) to determine patterns of functionality deficiency or the need for new/revised training procedures.
- Meet regularly with the TEA TREx support staff to discuss project status, defects, new changes, issues affecting application users and upcoming hardware maintenance.
- Assist the TEA TREx support staff in the preparation of responses to customer inquiries and requests.
- Assist the TEA TREx support staff in identifying necessary functional enhancements.
- Assist the TEA TREx support staff in answering legislative requests within the deadline imposed upon the TEA TREx support staff.
- Provide assistance to the TEA TREx support staff as requested during user acceptance test and production verification.
- Provide assistance to the TEA TREx support staff as requested in resolving TEA TREx help desk calls.
- Design and run ad-hoc queries per TEA TREx support staff requests within a mutually agreed upon timeframe.

Data Base Administration

Data Base Administration and Data Modeling are the responsibility of TEA as specified in paragraph 1.5.15. The Awarded Vendor shall provide the following related services:

- In coordination with and approval from the TEA Data Base Administrators (DBAs) and TEA Data Modelers:
 - o Using the TEA Change Management process, request implementation of changes to table, views, stored procedures, triggers, indexes and any other data definition language for the test and production environments;
 - o Request implementation of changes to table, views, stored procedures, triggers, indexes and any other data definition language to the TREx base schema in development;

- o Define database security to ensure that sensitive data is restricted to application specific access;
- o Plan, request and test the implementation of database software upgrades to keep database systems updated with current versions and fixes;
- o Plan, request and test the implementation of operating system changes to database servers.
- o Evaluate database configuration options and coordinate the implementation of changes with TEA for improved system performance.
- Be available during the production operation times specified in paragraph 1.5.10 for support of other technical team members.
- Keep production database scripts up-to-date using the Merant Version Manager.
- Support the TEA TREx support staff for any database-related or suspected database-related problems.
- Provide on-call support as needed.
- Design and run complex ad-hoc queries per TEA TREx support staff requests.
- Design, create, modify and test stored procedures to support application modifications.
- Troubleshoot poor performing queries.
- Provide input for the maintenance of the TREx entity relationship model.
- Provide input for the design of new tables, views, triggers, indexes and any other data definition language to support application modifications.

Maintenance Modification, Enhancement & Testing

General Procedures

- Follow the TEA IS software development policy for the Project Management and System Development Lifecycle processes.
- Work with the TEA TREx support staff to design, code, test, and implement system changes while maintaining the current system standards. Should changes to the current system standards become necessary during the life of the contract, revise the system standards in coordination with the TEA TREx support staff and the TEA PMO Contract Manager.
- All system changes must comply with the State accessibility standard appropriate for the content and purpose. Statewide accessibility information is available at <http://www1.dir.state.tx.us/accessibility/index.htm>.
- Prepare releases of new versions of application software to all three environments – development, test and production.
- Prepare data conversion programs whenever the Awarded Vendor makes a change to the TREx database schema or TREx data standards because of an approved SCR.
- Coordinate release deployment with the TEA PMO Contract Manager. Assist Data Center Services provider with any issues with the release deployments.
- Maintain source code control using the Merant Version Manager.

Maintenance Modification and Enhancement

TEA defines software maintenance modification and enhancement as changes to existing programs or job control procedures and new program development. These efforts are scoped and managed through formal Software Change Requests (SCRs) using the Merant Tracker software. The time required to accomplish a change may vary in size and duration based on the business and technical requirements. The work effort may range from less than a single hour of effort to hundreds of hours of effort for a specific change request. Time estimates will be required and will include analysis, requirement(s) definition, design, coding, testing, implementation, and documentation. All SCRs must adhere to TEA software change and version control processes. The TEA PMO Contract Manager must approve a SCR before the Awarded Vendor initiates any modifications or enhancement of an application for production use. TEA will not compensate the Awarded Vendor for any work done without an approved SCR.

The Awarded Vendor must:

- Ensure that the overall design of the application, and the code itself, is efficient and does not place an unnecessary load on the agency servers or network.
- Conduct performance analysis and testing on all SQL prior to moving to production.
- Work with TEA database administration as needed to tune or redesign any long running or resource intensive processes.
- Notify the TEA PMO Contract Manager of any increase in resource utilization that is greater than 10%.
- Document the architecture, application functionality, and all code for maintainability as it is changed.

Typical maintenance modification and enhancement efforts include:

- Analysis of application performance and identification of performance problems and solutions;
- Analysis and tuning of database performance including:
 - o Analysis of SQL execution plans;
 - o Modification of SQL and indexes to achieve optimum performance;
 - o Modification of custom reports and programs to achieve optimum performance;
 - o Identification of tables for row level locking, update statistics, and cache placement;
- Changes to an application to fix or moderate problems in meeting existing functional or performance requirements;
- Modification of application architecture and configuration parameters to optimize performance;
- Changes to an application to fix or moderate problems resulting from incompatibilities with the application's existing platform or environment;
- Changes to an application to fix or moderate problems resulting from changes to the current platform or environment;
- Changes to an application to support changes in business requirements;
- Changes to an application to enhance functionality for existing business requirements;
- Changes to an application to provide greater interoperability between and among applications and/or their data;
- Changes to an application to provide a more effective user interface;
- Changes to an application in support of changes in the future direction of TEA application and platform architectures;
- Changes to an application to remediate existing security vulnerabilities;
- Changes to an application in support of TEA Information System's policy;
- Changes to an application in support of planned migration from aging technology;
- Testing of application functionality or performance;
- Testing in order to assure that other changes to the application are correct and have not negatively affected other application functionality.

Unit Testing, Integration Testing, Regression Testing and System Testing

Unit Testing includes those activities required to test individual programs and/or classes of programs that the developer has written or modified per the requirements. The goal of testing is to ensure the changes to the application are correct and per specification and have not negatively affected other application functionality.

Integration testing includes those activities required to test individual software modules that the developer has combined as a group. The objective of integration testing is to make sure that the interaction of two or more components produces results that satisfy functional requirement. In integration testing, the developer writes test cases with the express purpose of exercising the interface between the components.

Regression testing is testing which seeks to uncover areas where software functionality that was previously working correctly stops working as intended. Typically, regressions occur as an unintended consequence of program changes or system changes such as applying operating system patches.

System testing of software or hardware is testing conducted on a complete, integrated system to evaluate the system's compliance with its specified requirements, both functional and non-functional.

The developer creates Test Plans for every level of testing described above, outlining all the testing activities and expected results. The developer must make Test Plan documents available to the TEA PMO Contract Manager for review.

Any testing efforts must be to validate the results of an SCR or to investigate potential functional or performance issues that may result in an SCR. The tester documents the testing efforts and results within the SCR through Notes and/or attached documents. The more complex the requirements of a SCR, the more complete and thorough the level of testing will be required. Regardless of the depth of testing, the tester must correct, document within the SCR through Notes and/or attached documents and report any defects found to the TEA PMO Contract Manager.

Independent Verification and Validation (IV&V)

The TReX application may undergo a period of IV&V testing before each major release to production, depending upon TEA resource availability. The TEA IV&V test group will perform this testing with the intention of verifying and validating the coding and testing activities of the Awarded Vendor. Regardless of whether or not a release will be undergoing IV&V testing, this does not relieve the Awarded Vendor of the responsibility for thoroughly testing all modifications to the application to eliminate, as much as possible, defects in the application.

Security

Security includes those activities that are required to ensure the confidentiality, integrity and availability of the TReX application. The Awarded Vendor will remediate any security flaws found in the TReX code at the Awarded Vendor's expense, regardless of when the flaws are identified. This is separate from new security functionality, which will be treated as a software enhancement in accordance with the terms of this RFO. Activities include, but are not limited to, the following:

- Reporting any identified security vulnerabilities within software utilized by the TReX environment to the TEA PMO Contract Manager;
- Working with TEA in implementing any security related patches to minimize the Agency's exposure to discovered vulnerabilities;
- Ensuring that security vulnerabilities discovered in existing code bases and/or system configurations are remediated in accordance to the severity levels defined in paragraph 1.5.10;
- Ensuring that new software modifications and enhancements follow TEA's security policies and standards and the Open Web Application Security Project's (OWASP) Top Ten list of most critical application security flaws to avoid, which is located at http://www.owasp.org/index.php/OWASP_Top_Ten_Project;
- Monitoring the behavior of the supported components and promptly reporting any suspected security breaches in accordance with TEA's security incident response procedures.

Production Support

Production support of the application system(s) may include batch and on-line processing of day, night and weekend or cyclical and periodic production schedules. Production support includes those activities that are required for ensuring that the systems are available for use, the on-line application functions as designed, the application produces the expected results, and the batch processes completed as scheduled. Any errors found during production are logged in the Merant

Tracker software as a production defect. The Awarded Vendor resolves any problems logged in Tracker by performing analysis, code fixing, testing, user verification, and documenting the resolution. There are currently three (3) nightly batch processes running:

- ORG data update – this nightly job calls the ORG web service and updates the organization information in the TREx database.
- Correspondent crosswalk file – this nightly job checks for a new correspondent crosswalk file on the NTC servers and if a new one exists, updates the TREx database. The correspondent crosswalk file contains information used primarily for the national option.
- Records purge – this nightly job purges expired records, requests and transactions. As the job executes, it purges any records/transcripts or transactions involving records/transcripts older than the record retention limit and any requests older than the request retention.

Performance Tuning

Performance tuning includes those activities performed to maximize overall system performance to ensure the best throughput for data entry, processing tasks and report generation. Performance tuning activities include, but are not limited to, the following:

- Query analysis;
- Report analysis;
- Process analysis.

Special Requests

Special requests are activities that are not routine or recurring. Special requests may be one-time runs and ad-hoc report requests requiring a quick response and turn-around time. The Awarded Vendor must initiate any special requests only as the result of an approved SCR. Special request activities include, but are not limited to, the following:

- Special ad-hoc report requests;
- Research;
- Special requests for documentation;
- Special requests for data analysis;
- Tracking monthly end user assistance.

Data Changes

Data changes are requests to update data that an application is not able to perform. This may involve writing SQL scripts, shell scripts, or other programs. The Awarded Vendor must initiate any data change requests only as the result of an approved SCR. Data change activities include, but are not limited to, the following:

- Analyzing data anomalies;
- Creating SQL or other code to update data;
- Performing peer inspections of proposed changes;
- Assessing risk of requested data changes;
- Ensuring data backups are completed prior to changes in order to provide a means to roll back the data change if needed;
- Loading, modifying, merging or manipulating data by means other than SQL;
- Documenting SQL pre and post results;
- Coordinating SQL techniques and results with requester, as needed;
- Maintaining a complete set of data change records of all considerations above.

Documentation

The Awarded Vendor must maintain all existing documentation before application deployment and create additional documentation as the need arises. All documentation must comply with the State accessibility standard appropriate for the content and purpose. Statewide accessibility information is available at <http://www1.dir.state.tx.us/accessibility/index.htm>. The TEA PMO Contract Manager reviews and approves all documentation. Documentation must be provided electronically and suitable for printing. This includes but is not limited to technical, program, and system

documentation. The Awarded Vendor must document all modifications to programs/modules through Notes and/or attached documents. The developer must document the Software Change Request number in the code if the change is a result of a program defect.

The Awarded Vendor needs to create and maintain the following procedures:

- Major release builds;
- Implementation of fixes (patches);
- Hardware upgrades;
- Software upgrades.

The Awarded Vendor needs to maintain the following user documentation:

- User Reference;
- Training Materials;
- On-line Help.

Quality Control Management

The TEA PMO Contract Manager will perform any quality assurance reviews necessary to ensure the highest quality work product and deliverables in accordance with the requirements identified through the execution of this RFO. Additionally, the TEA PMO Contract Manager will perform tasks to ensure all deliverables are received as scheduled free of defects and that all risks are identified as early as possible and appropriate actions are taken to mitigate each risk. The Awarded Vendor must make available all data, work schedules, project plans, correspondence, deliverable documentation and any other documents deemed necessary for the TEA Contract Manager to determine the completeness and quality of the deliverables produced and the overall progress of the work. At no additional expense to TEA, the Awarded Vendor shall make all corrections necessary to resolve any quality issues found by the TEA PMO Contract Manager.

Project Management and Reporting

Project Management and Reporting includes those activities that ensure the Awarded Vendor delivers the expected deliverables on schedule and at the agreed price and are of the highest quality. The following is a list of activities that the Awarded Vendor must perform to meet customer expectations:

- Plan;
- Schedule;
- Control;
- Monitor resources;
- Comply with TEA standards, processes and procedures;
- Communicate with the TEA PMO Contract Manager to ensure that TEA and the contractors are mutually aware of the current status, issues, and future directions for each application.

Management reporting includes the following two written reports provided to the TEA PMO Contract Manager. The Awarded Vendor prepares the reports using Microsoft Office products and submits them electronically via email on the business day prior to the scheduled weekly status meeting.

- The Weekly Status Report is submitted and reviewed at each scheduled weekly status meeting and must include, at minimum, the following:
 - o Date of the report and period covered by the report;
 - o Name of the author of the report;
 - o A list of SCRs received and the actions or plans for them;
 - o A list of activities and accomplishments for the completed reporting period;
 - o A list of planned activities and accomplishments for the next reporting period;
 - o A list of risks and proposed mitigation plans;
 - o A list of issues requiring TEA decisions.

- The Monthly Service Level Report is submitted and reviewed at the first scheduled status meeting of every month covering the previous month and must include, at minimum, the following:
 - o Date of the report and period covered by the report;
 - o Name of the author of the report;
 - o SCR number and description;
 - o SCR status – open or closed;
 - o Severity – 1 through 4 based on the table in paragraph 1.5.10;
 - o Actual response time;
 - o Was the response time metric met – yes or no;
 - o Actual resolution time;
 - o Was the resolution time met – yes or no.

The Awarded Vendor shall provide an additional management report to the TEA PMO Contract Manager if he is submitting invoices to TEA on any amount above the original price agreed. The Awarded Vendor prepares this exception report using Microsoft Office products and submits it electronically to the TEA PMO Contract Manager via email prior to submitting the invoice. The report must include, at minimum, the following:

- o Date of the report;
- o Name of the author of the report;
- o SCR number and description;
- o Original agreed upon price value of the request;
- o The invoice amount;
- o An explanation of the reason for variance.

The TEA PMO Contract Manager will determine the need for other management reporting for larger maintenance or enhancement efforts based on the size or complexity of the change. Documents will be prepared using Microsoft Office products and submitted electronically to the TEA PMO Contract Manager via email. If the document size prevents delivery via email, then the Awarded Vendor may submit the documents on compact disk. Reports may include, but are not limited to, the following:

- Detailed Project Plan including a work breakdown structure that includes a delivery schedule;
- Risk Plan;
- Communication Plan;
- Cost Projection Plan;
- Requirements Specification;
- Design & Analysis Specification;
- Test Plan and Test Scripts.

Meetings

The Awarded Vendor will meet with the TEA PMO Contract Manager and TEA TREx support staff on a weekly basis at a mutually agreeable place and time to review and discuss the state the TREx application in general and the status and progress of any ongoing Software Change Requests. The TEA PMO Contract Manager may schedule other meetings as needed to ensure the stability and functionality of the TREx application.

1.5.7 Estimated Prices, Delivery Dates and Payment

Each of the deliverables will be tracked with a software change request (SCR) using the Merant Tracker software. TEA and the Awarded Vendor will negotiate the estimated price and delivery date on each SCR.

The Awarded Vendor will follow these Change Management Procedures for each SCR:

- a. A SCR is submitted using Tracker.

- b. The TEA PMO Contract Manager reviews the SCR, fund balances and schedules to determine if and how work should proceed.
- c. The TEA PMO Contract Manager requests an estimated price by updating the SCR Status in Tracker to "Estimate Required". Unless otherwise specified by the TEA PMO Contract Manager or mutually agreed upon between the TEA PMO Contract Manager and the Awarded Vendor, the Awarded Vendor may not submit an invoice to TEA for the cost of completing the estimate.
- d. The Awarded Vendor investigates the impact of the SCR and completes the estimate. The Awarded Vendor updates SCR status to "Estimate Completed", prepares the following information, and attaches information as a note on the SCR:
 - o Price estimate;
 - o Estimated completion date;
 - o Scheduling assumptions.
- e. The Awarded Vendor and TEA PMO Contract Manager may discuss the estimate and alternative solutions, if appropriate. The TEA PMO Contract Manager may request a revised estimate if he decides that an alternative is appropriate or that the SCR requires greater attention by the Project Management Office (PMO) staff, including but not limited to joint Awarded Vendor/TEA design inspections, joint Awarded Vendor/TEA code inspections, independent verification and validation (IV&V) and other reasonable related activities.
- f. The TEA PMO Contract Manager may revise the SCR in writing based on oral agreements regarding alternatives and/or to indicate greater PMO attention and planned TEA inspections with participants.
- g. The Awarded Vendor may revise the price estimate and schedule, based on the alternatives discussed or revisions to the SCR.
- h. The TEA PMO Contract Manager determines if TEA has a sufficient budget balance on the contract to proceed and so notifies Awarded Vendor in writing.
- i. If:
 - o No agreement is reached, return to step (e) above.
 - o The TEA PMO Contract Manager cancels the SCR; the Awarded Vendor shall have no further obligation in connection with such SCR.
 - o The TEA PMO Contract Manager agrees to the price estimate, schedule, and schedule assumptions, the TEA PMO Contract Manager approves the SCR and notifies Awarded Vendor by updating Tracker with the appropriate status.
- j. If the TEA PMO Contract Manager approves the SCR in Tracker, the Awarded Vendor may begin work on the SCR. TEA will not consider work on the SCR complete or billable until the application owner has tested and approved the resulting changes in the production environment.
- k. If the TEA PMO Contract Manager has designated in writing to the Awarded Vendor that the SCR requires greater PMO attention, the Awarded Vendor must prepare for and provide inspection participation opportunities to individuals designated by the TEA PMO Contract Manager.
- l. Upon the Awarded Vendor's completion of the SCR, the Awarded Vendor updates the SCR status to complete and for SCR metrics compilation only, enters the actual amount of time worked.
- m. If the TEA PMO Contract Manager determines that work performed by Awarded Vendor:
 - o Does not conform to the specifications set forth in the SCR, the contract requirements, and the TEA Vendor Guide, the TEA PMO Contract Manager notifies the Awarded Vendor in writing within ten (10) work days and documents the deficiencies; no payment to the Awarded Vendor will be allowed during this time.
 - o Is done at or under 100% of the agreed prices and conforms to the specifications set forth in the SCR, the contract requirements, and the TEA Vendor Guide, the TEA PMO Contract Manager shall approve payment of the agreed price to Awarded Vendor.
 - o Conforms to the specifications set forth in the SCR, the contract requirements, and the TEA Vendor Guide, but the actual price is between 100% and 110% of the agreed estimate, TEA shall pay the full actual price up to 110% of the agreed estimate. The

- o Conforms to the specifications set forth in the SCR, the contract requirements, and the TEA Vendor Guide, but the actual price exceeds 110% of the agreed estimate, TEA shall pay only 110% of the agreed estimate and is not liable for the excess over 110%. The Awarded Vendor must disclose the basis for charging an amount in excess of the agreed upon estimate.
- n. If TEA has changed priorities of the work, notified the Awarded Vendor in writing and obstructed the Awarded Vendor from finishing the work, the Awarded Vendor and TEA PMO Contract Manager will determine the value of the partially completed work and Awarded Vendor may invoice TEA for such partially completed work.
- o. TEA will exercise its rights to audit the Awarded Vendor if actual prices consistently exceed agreed upon estimates.
- p. If the Awarded Vendor determines with or without reports from TEA, that a production failure has occurred, the Awarded Vendor will promptly begin work to correct the failure and may continue to work for up to four (4) hours until the incident is resolved or until the TEA PMO Contract Manager authorizes continuation of work.
 - o If the Awarded Vendor deems that the incident requires a level of effort beyond four hours, the Awarded Vendor must make a prompt effort to contact the TEA PMO Contract Manager using all communications methods made previously agreed to in writing in order to seek authorization for further work. The Awarded Vendor shall have no further obligation with regard to such incident unless and until such agreement is reached between the Awarded Vendor and the TEA PMO Contract Manager on appropriate further expenditure to solve the problem.
 - o If the Awarded Vendor begins work on a production support incident during non-office hours, the Awarded Vendor will provide the TEA PMO Contract Manager a full report on production support before 9:00 a.m. the next business day, or make reasonable effort to do so. If the Awarded Vendor begins work on a production incident during office hours, the Awarded Vendor will provide the TEA PMO Contract Manager with a full report at the earliest reasonable opportunity.
- q. The Awarded Vendor may begin only one (1) production support incident per day without explicit authorization from the TEA PMO Contract Manager. In the event that the TEA PMO Contract Manager, in his/her sole determination, determines that the Awarded Vendor is initiating excessive Awarded Vendor-authorized production support incidents, the TEA PMO Contract Manager may notify the Awarded Vendor in writing that the Awarded Vendor's permission to open further production support incidents without prior authorization has been temporarily or permanently revoked.

Unless otherwise indicated by TEA, payment is only by reimbursement upon satisfactory performance of deliverables. There is no guaranteed minimum payment per month. The TEA PMO Contract Manager solely shall determine satisfactory performance by the timeliness and accuracy of deliverables. TEA will issue payment upon submission of properly prepared and certified invoices, which detail the deliverables provided during the invoice period and associated costs. TEA shall make payments in accordance with the Prompt Payment Act provided in Texas Government Code, Title 10, Subtitle D, Section 2251.

1.5.8 Customer/Vendor-Furnished Equipment and Work Space

Development Environment

The development environment for the TREx application currently exists at TEA. At some point in the future, TEA and the Data Center Services Provider will move the development environment into one (1) of the two (2) State data centers. Access to the development environment is available through the TEA local area network (LAN) while physically in the TEA offices. Remote access to the TEA LAN is available through a Citrix portal.

Work Hours

The Awarded Vendor staff is required to be on site every day from 8:00 A.M. to 5:00 P.M. Central Time on regular State business days unless the Awarded Vendor makes prior arrangements with the TEA PMO Contract Manager. The schedule of State holidays for fiscal year 2009, ending on Aug 31, 2009, is available at <http://sao.hr.state.tx.us/Compensation/holidays.html>. State holidays for fiscal year 2010 will be similar. Occasional late-night and weekend technical support is required to fulfill the requirements specified in this RFO. TEA will provide the Awarded Vendor staff space for work, meetings, product demonstrations, and most other activities required for completion of this agreement at a location deemed appropriate by TEA.

Off Site Development

The Awarded Vendor must receive advance approval from the TEA PMO Contract Manager to perform TEA work off-site. The Awarded Vendor is responsible for the following whenever the Awarded Vendor develops or modifies code at any location other than TEA:

- The Awarded Vendor must ensure that he completes the proper backups routinely and is responsible for his own restoration.
- For any off-site work that TEA may approve, the Awarded Vendor is responsible for all lost time due to failures at the Awarded Vendor's development location. TEA will not accept charges for the time or materials that he needs to recover from any failures such as network or equipment outages at the Awarded Vendor's location.
- The Awarded Vendor must check all compilable source code into Merant's Version Manager on a daily basis. Access from off site to Merant's Version Manager running on the TEA LAN is available through the Citrix portal. If the source code is not in a compilable state, then the Awarded vendor must copy the source code to a working folder on the development server on a daily basis.

1.5.9 Ownership Rights

In executing the contract, the Awarded Vendor will be required to agree to the following provisions:

- 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. (See Attachment B, Execution of Offer, Paragraph I.)
- All use of open-source or restricted-license software by the application must be documented and approved by TEA.

1.5.10 Performance Requirements

All current system functions must be maintained and new features added while meeting the production operation requirements listed below. Awarded Vendor will be required to respond outside of normal working hours and on holidays if necessary to meet production operation requirements. Each SCR will include negotiated dates for the tasks and/or the deliverables expected upon completion of the SCR. Based on the negotiated due date for an SCR, the Awarded Vendor will be required to not exceed the due date by more than a ten percent (10%) variance of the SCR projected elapsed time (the time from the start of an approved request to the requested due date for that request) on any individual SCR.

Production Operation Requirements

- Workday availability requirement (Central Time Zone): 7:00 a.m. Monday to 7:00 a.m. Saturday - 95% of time. The TREx production application is required to be operational for on-line transaction processing from the TEA LAN and the Internet.
- Holiday/weekend availability requirement (Central Time Zone): 7:00 a.m. Saturday to 7:00 a.m. Monday - 85% of time with a scheduled maintenance window on Sunday from 5:00 a.m. to 2 p.m.

- Other requirements: If system down time for maintenance is required outside of the scheduled maintenance window, the TEA PMO Contract Manager must approve it and will post down time notification of scheduled events in advance.

Severity Levels and Response Times

The Awarded Vendor must respond to and correct code defects in the TREx application as described in the table below.

Severity	Description	Response Time to Acknowledge	Hours Available to Work on Resolution	Resolution Time
1 – Critical	The TREx service is experiencing an incident causing substantial or total loss of use of the system or a data loss or data corruption issue.	Two (2) hours	24 x 7 x 365	Eight (8) hours
2 – High	The TREx service is experiencing a significant issue adversely affecting the functionality or accuracy of the system and there is no workaround that enables users to send and receive accurate student records and transcripts or send and receive requests for records and transcripts.	Four (4) hours	Standard Business Hours (8:30 a.m. to 5:00 p.m. CST, Monday through Friday)	Two (2) days
3 – Medium	The TREx service is experiencing a significant issue adversely affecting the functionality of the system, but there is a workaround that enables users to send and receive student records and transcripts or send and receive requests for records and transcripts.	Two (2) business days	Standard Business Hours (8:30 a.m. to 5:00 p.m. CST, Monday through Friday)	Two (2) weeks
4 – Low	The TREx service is experiencing a minor issue adversely affecting the functionality of the system, but either there is a workaround or users are able to send and receive student records and transcripts or send and receive requests for records and transcripts.	Two (2) business days	Standard Business Hours (8:30 a.m. to 5:00 p.m. CST, Monday through Friday)	Next Release

1.5.11 Services and Skills

Qualification Requirements of Personnel Assigned to Contract

The following technical skills are required to perform the services specified in this document:

- Web application development using open source JAVA frameworks, JavaScript, HTML, xHTML, XML, CSS, Model–view–controller (MVC) architectures.
- Web server configuration using IBM WebSphere Application Server on an IBM AIX operating system.
- Relational database design and development using Oracle on an IBM AIX server platform in a clustered configuration.
- Secure FTP
- Merant Version Manager and Tracker.

Experience Requirements of Personnel Assigned to Contract

The Awarded Vendor shall provide a number of staff members to perform the services specified in this document. The following is a list of required experience levels for the team members by functional category.

Project Manager

- Minimum of two (2) years of leadership/project management experience.
- Minimum of two (2) years of experience implementing software using a generally accepted software development methodology.
- Minimum of one (1) year of experience working on projects operating under software configuration management and software version management using the Merant Version Manager and Tracker software or equivalent.
- Minimum of one (1) year of work on IBM AIX server platforms.

Business Analyst

- Minimum of three (3) years of experience in system design and development projects for web-based applications. Work experience and skills should include analyzing, designing, testing, documenting, and resolving problems.
- Minimum of one (1) year of experience software testing and quality assurance experience to include designing test plans/scenarios and implementing various phases of the testing process with change management.
- Minimum of one (1) year of experience working on projects operating under software configuration management and software version management using the Merant Version Manager and Tracker software or equivalent.
- Minimum of one (1) year of work on IBM AIX server platforms.

Application Developer(s)

- Minimum of three (3) years of system design and development experience.
- Minimum of three (3) years experience with web application development projects.
- Minimum of two (2) years of object-oriented JAVA development experience.
- Minimum of one (1) year of experience working on projects operating under software configuration management and software version management using the Merant Version Manager and Tracker software or equivalent.
- Minimum of one (1) year of work on IBM AIX server platforms.
- Knowledge of secure application coding practices and ability to test for same.

Oracle database developer(s)

- Minimum of two (2) years of experience with the Oracle Database products.
- Minimum of one (1) year experience with Oracle databases configured in a cluster.
- Minimum of two (2) years of experience with applications using Internet and/or Intranet communication.
- Experience with object-oriented design and development methodologies.
- Minimum of one (1) year of experience working on projects operating under software configuration management and software version management using the Merant Version Manager and Tracker software or equivalent.
- Minimum of one (1) year of work on IBM AIX server platforms.
- Knowledge and ability to write complex stored procedures and triggers on an Oracle platform.

Software Tester(s)

- Minimum of three (3) years experience in testing through a full system development life cycle.
- Minimum of three (3) years experience in designing, developing and implementing test plans, test cases, and test processes for web applications from Requirements Documentation and other specification documents.

- Minimum of three (3) years experience in documenting test results for corrective actions, reporting and audits.
- Minimum of three (3) years experience in test automation and writing automation scripts.
- Minimum of three (3) years experience in writing SQL to confirm the system is writing and displaying correct data.
- Minimum of one (1) year experience in web accessibility testing in compliance with existing accessibility guidelines, including Section 508 of the US Rehabilitation Act and the W3C's Web Content Accessibility Guidelines (WCAG).
- Minimum of one (1) year experience in testing performance of web applications.
- Minimum of one (1) year of experience working on projects operating under software configuration management and software version management using the Merant Version Manager and Tracker software or equivalent.
- Minimum of one (1) year experience in coordinating and assisting system users in the user acceptance phase.

1.5.12 Transition Period

In the event any subsequent contract is awarded to a new Vendor, Awarded Vendor will provide to the new Vendor the issues database as well as items outlined in the following Transition Period paragraph to enable the new Vendor to continue the maintenance of services.

Upon termination of this contract, either by the vendor, by cause, by non-appropriation of funds, or natural expiration, both the Awarded Vendor and TEA agrees that a four-week transition period may occur, at TEA's option, which will be in addition to the agreed pricing terms.

The total cost of this transition period will not exceed the equivalent of 880 billable hours at the hourly rate negotiated when TEA exercises this option. The period will cover:

- (a) The new Vendor/assigned vendor personnel and their full-time training of TEA staff, or designees, on the system's design, maintenance and upgrades, including system architecture, system standards and components, processing functions, documentation, and code;
- (b) Training on the procedures and methods to modify the system; and
- (c) General facilitation and coordination with TEA staff, or designees, on the transfer of system maintenance.

The Awarded Vendor will bill TEA at the end of this four (4)-week transition period for the negotiated total cost. The Awarded Vendor will present weekly time logs of the vendor personnel. TEA will not pay for more than 880 hours even if provided by the Awarded Vendor. TEA will formalize this transition period in a separate contract if this contract is terminated or when it naturally expires.

1.5.13 Data Center Services

The Texas Education Agency is one (1) of thirty-one (31) state agencies participating in the State of Texas Data Center Services (DCS) project. The goal of this project is consolidation of all of the thirty-one agencies' data centers into two (2) State Data Centers. The Department of Information Resources (DIR) awarded a contract for this project to IBM on November 23, 2006. IBM and its partners, referred to as the Team for Texas, assume responsibility for administration, support and refresh of the in-scope servers on the Commencement date, April 1, 2007.

During the consolidation phase, the servers supporting TREx for all environments, which are currently located in TEA's data center, will be transformed into new virtual servers located in the two State Data Centers, one (1) located in San Angelo, Texas and the other located at another site in Austin, Texas. Because of the relocation of the hardware and network infrastructure supporting TREx, the Awarded Vendor shall perform complete application regression testing as a maintenance activity to ensure the TREx application maintains complete functionality.

1.5.14 Student Education Records Privacy Protections (FERPA)

FERPA (20 U.S.C. § 1232g; 34 CFR Part 99) is a federal law that protects the privacy of student education records. The law applies to all schools that receive funds under applicable programs of the U.S. Department of Education. FERPA gives parents certain rights with respect to their children's education records. The rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are "eligible students." FERPA outlines the circumstances in which schools are required to have written permission from a parent or eligible student in order to release information from a student's education record. The initial contractors designed and constructed the TREx application to follow the FERPA guidelines. Any modifications made to TREx must also adhere to the FERPA guidelines. Awarded Vendor staff having access to data stored within TREx must protect the confidentiality of the data following FERPA guidelines.

1.5.15 Out of Scope Services

TEA does not expect the Awarded Vendor to be responsible for the following:

- Computer center operations
- Server hardware
- Communications networks / LAN administration
- Data base administration
- Data modeling
- Independent Verification and Validation (IV&V) testing
- TREx Level 1 Help Desk support
- Server administration (for WinTel or AIX)
- TEA access control administration
- TEA security administration and setup.

1.5.16 Project Change Control Procedure

The following process will be followed if a change to this RFO is required:

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change and the effect the change will have on the project.
- The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party
- The Project Manager and Contract Manager will review the proposed change and recommend it for further investigation or reject it. A PCR must be signed by authorized representatives from both parties to authorize investigation of the recommended changes. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of this RFO and the Agreement
- A written change authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed in writing, both parties will continue to act in accordance with the latest agreed version of the RFO.

1.5.17 Escalation Procedure

The following procedure will be followed if resolution is required to a conflict arising during the performance of this RFO.

- When a conflict arises between TEA and the Awarded Vendor, the project team member(s) will first strive to work out the problem internally.
- Level 1: If the project team cannot resolve the conflict within two (2) working days, the TEA PMO Contract Manager and Awarded Vendor Project Manager will meet to resolve the issue.

- Level 2: If the conflict is not resolved within three (3) working days after being escalated to Level 1, the TEA Executive Sponsor will meet with the Awarded Vendor Project Executive to resolve the issue.
- If either Level 1 or Level 2 intervention resolves the conflict, the resolution will be addressed in accordance with the Project Change Control Procedure.
- If the conflict remains unresolved after Level 2 intervention, then either party may terminate this RFO. If the conflict is addressed by termination, TEA agrees to pay the Awarded Vendor for all accepted deliverables through termination.
- During any conflict resolution, the Awarded Vendor agrees to provide Services relating to items not in dispute, to the extent practicable pending resolution of the conflict. TEA agrees to pay invoices per this RFO and the Agreement.

SECTION TWO GENERAL INSTRUCTIONS AND STANDARD OFFER REQUIREMENTS

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

2.1 OFFER SUBMISSION, DATE, AND TIME

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

Tuesday, 07/14/2009- 2:00 P.M., Central Time

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

Facsimile transmissions (FAX) of offers will not be accepted under any circumstances.

Offerors must sign the "Execution of Offer, Affirmation of Terms and Conditions, and Offer Preferences" instrument (Attachment B). By signing, the Offeror or the Offeror's legally authorized agent affirms that the all statements within the offer are true and correct. Discovery of any false statement in the offer is a material breach and shall void the submitted offer or any resulting contracts and Offeror shall also be removed from all vendor lists maintained by the state of Texas.

2.1.1 Receipt of Offers

To be eligible to be considered for funding, offers must be received in the TEA's Purchasing & Contracts Division (PCD) on or before 2:00 p.m. (Central Time) on the closing date as specified in the Request for Offer. In establishing the time and date of receipt, the Commissioner of Education will rely solely on the time/date stamp of the Purchasing & Contracts Division.

Method of Submittal

Regardless of the method of submitting the offer—United States Postal Service (USPS), United Parcel Service, Federal Express or any other delivery service—the offer must be received in the agency's Purchasing & Contracts Division by 2:00 PM (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 offer. Offerors are advised that TEA assumes no responsibility, due to any circumstances, for the receipt of an offer after the deadline time and date established in this RFO.

2.1.2 Purchasing & Contracts Division (PCD)

TEA's Purchasing & Contracts is open Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays. Offers will not be considered if received in PURCHASING & CONTRACTS after 2:00 P.M. (Central Time) on the closing date. PURCHASING & CONTRACTS 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. The mailing address is:

Purchasing & Contracts, Rm. 2-125
Texas Education Agency
William B. Travis Bldg.
1701 N. Congress Ave.
Austin, TX 78701-1494

2.1.3 **Number of Copies of Offer**

Ten (10) copies of the offer must be submitted. The required number of copies of the offer must be received in the TEA Purchasing & Contracts by 2:00 P.M. on the established deadline date. Failure to meet this condition shall result in disqualification of the offer and the offer shall receive no further consideration.

Photocopying is not available at TEA.

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

2.1.4 **Intent to Submit Offer**

All prospective Offerors should notify the Texas Education Agency in writing of their intent to submit an offer (Attachment A) by Tuesday, 07/07/2009 to the TEA Purchasing & Contracts Division via email norma.barrera@tea.state.tx.us or by FAX (512) 475-1706. Failure to notify the Agency of the intent to submit an offer will not disqualify the offeror from submitting an offer.

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

DATE	EVENT
Tuesday, 06/09/2009	Publication of Request for Offers in the electronic state business daily at http://esbd.cpa.state.tx.us/ and the TEA website: http://ritter.tea.state.tx.us/tea/ProcOpp.html
Thursday, 06/11/2009 to Tuesday, 07/07/2009	Open period for questions
Monday, 06/29/2009	Offeror's Conference, at 2:00 P.M. at the TEA Offices located at 1701 N Congress Ave, Austin, Texas 78701. Room 1-111.
Wednesday, 07/01/2009	Notice of Intent to submit an offer is due in the TEA Purchasing & Contracts Division by date & time
Tuesday, 07/07/2009	Last day to submit written questions about the RFO to TEA, no later than 5:00 P.M., CST
Tuesday, 07/14/2009	Offer is due in the Purchasing & Contracts 2:00 P.M., CST
Monday, 07/27/2009 to Friday, 07/31/2009	Finalist Presentations*
Friday, 08/07/2009	Best And Final Offers Due
Friday, 08/14/2009	Selection of Offeror
Tuesday, 09/01/2009	Beginning date of contract and commencement of work
Monday, 08/31/2010	Ending date of contract and final product submitted to the TEA with final billing

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

* Selected Vendor finalists will be required to be available to present and discuss their response with TEA between Monday, 07/27/2009 and Friday, 07/31/2009 in Austin, Texas. TEA highly recommends that key staff proposed for the project attend the presentation.

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

Any person wishing to obtain clarifying information about this request for offer may contact:

Terry.Alexander@tea.state.tx.us

Written documentation of all vendor interaction is required.)

2.3.1 Offeror's Conference

Offerors will be provided one and only one opportunity to review any documents, forms, etc., that have been developed to provide information about the scope of the Maintenance, Support and Enhancement of Texas Records Exchange (TREx). This conference will be on Monday, 06/29/2009 from 2:00 P.M. until 4:00 P.M. in Rm. 1-111 of the William B Travis Building, 1701 North Congress Ave, Austin, TX. Each person attending will be required to sign a register setting out the representative's name, the firm or organization represented, their name, address, email, and telephone number.

The Offeror's Conference is an opportunity to ask clarifying questions of Texas Education Agency personnel to assist potential offerors in clarifying their understanding of the scope and nature of the work required in this study. The conference will be open to all potential offerors, and questions asked and answered will be in the presence of all attending. 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.

2.3.2 Requests for Additional Information

In order to assure that no prospective offeror may obtain a competitive advantage because of acquisition of information unknown to other prospective offerors, any additional information, that is different from or in addition to, information provided in the Request for Offer or at the Offeror'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 Offer at the Electronic State Business Daily at <http://esbd.cpa.state.tx.us/> and the TEA website. The addendum will be updated as needed on a weekly basis while the RFO is advertised. **NO PHONE INQUIRIES WILL BE ACCEPTED.**

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

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

Except as provided in Section 2.3.1, all inquiries for information must be made in writing (email or fax) to the Purchasing & Contracts Division, to Terry.Alexander@tea.state.tx.us or fax 512-475-1706.

2.4 STANDARD OFFER REQUIREMENTS

- A. Offers that address only part of the requirements contained in this Request for Offer may be considered non-responsive.
- B. Texas Education Agency reserves the right to reject any and all offers and to negotiate portions thereof.
- C. The selected offer may not necessarily be funded for the full offer price if the Agency determines that a different price is more appropriate. The budget submitted by the offeror is subject to negotiation by the Texas Education Agency.
- D. Texas Education Agency reserves the right to select the offer containing the best offer considering the outcomes desired. The offeror shall furnish such additional information that the Agency may reasonably require.
- E. 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 an offer.

2.6 DISCLOSURE OF OFFER CONTENT

After contract award, offers are subject to release under the Texas Government Code, Chapter 552, Public Information Act. Offerors must indicate on their offer cover if their submission contains proprietary information. It is recommended that an offeror identify the specific sections within the offer that it considers proprietary.

2.7 HISTORICALLY UNDERUTILIZED 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 Offer. Failure to submit a required HUB Subcontracting Plan may result in rejection of the Offer.

Statement of Probability – TEA has determined that subcontracting opportunities may be probable in connection with this procurement. Therefore, if you are subcontracting any portion of the work please submit an HSP as a part of the response. The respondent shall develop and administer the HSP as a part of the respondent's Offer in accordance with the TEA Policy on Utilization of HUB and state law. Offeror must make a good faith effort and solicit a minimum of three historically underutilized businesses that they cannot complete with their own staff and resources.

- ALL Offerors are required to submit a HUB Subcontracting Plan (HSP) for this RFO (Attachment C).
- If the offeror is a HUB, a HSP is still required in order to identify the percentage of the work to be performed by subcontractors (Attachment C).
- If the offeror (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 offer response (Attachment C).

The HUB subcontracting goal for this procurement is 33% **minority and/or woman owned business participation**.

The HSP will be incorporated into the contract between the TEA and the selected offeror. The selected offeror shall submit a report for each billing cycle in which a payment was made to any subcontractor during the term of a contract. Contractors are encouraged to collaborate with TEA to develop mentor protégé opportunities. Under TAC Title 34, §20.14, an offeror'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.

Offers that are required to submit an HSP and fail to submit an HSP will be rejected for noncompliance with the advertised contract specifications.

The offeror awarded the contract will be responsible for maintaining business records documenting compliance and shall make a compliance report to TEA as requested. The Progress Assessments Report (PAR) is due no later than the 15th day of the following month. Reports may be submitted electronically or by fax.

2.7.1 How to Find Texas Certified HUBs for Subcontracting Opportunities

Use the Comptroller Centralized Master Bidders List (CMBL)/HUB Directory (make sure to check both "HUBs not on the CMBL" and "HUBs on the CMBL")

1. Open <http://www2.cpa.state.tx.us/cmb/cmbhub.html>.
2. **Search:** ☉ HUBs on CMBL & HUBs not on the CMBL.
3. **Selection 1:**
Class Code: # 920 [Data Processing, Computer, Programming, And Software Services]
Item: # 40 [Programming Services, Computer]
District: # 14 [*Bastrop, Blanco, Burnet, Caldwell, Gillespie, Hays, Lee, Llano, Mason, Travis, Williamson counties*]
4. Click **Submit Search**.

Offerors who are certified as a HUB with the State of Texas are encouraged to submit an offer for the services requested in this RFO.

2.8 **CONFLICT OF INTERESTS**

An offeror 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, Offeror's response to this RFO must disclose all business interest and all relationships that could reasonably be considered to pose possible conflicts of interest in the offeror's performance of contract obligations. In addition, Offerors must represent and warrant in its response to this RFO and in the contract that in the performance of services under the contract, (1) offeror does not have and will not have any actual or potential conflict of interest, and (2) offeror will take whatever reasonable actions may be necessary and prudent to avoid even the appearance of impropriety.

SECTION THREE OFFER FORMAT AND CONTENT

3.1. OFFER FORMAT AND CONTENT

Offers must be written entirely on 8 ½" X 11" white paper and must be limited to 100 pages not including appendices and attachments. Offers should be stapled in the top left corner or if bound may be bound in no more than a 3-ring binder. Offers must be submitted in a manner which does not carry any benefit, keepsake, or value for members of the review panel.

3.1.1 Offer Cover Page

Offers should include a cover page, which clearly states the name of the firm or organization and the name, position, and telephone number of the offeror's project administrator who may be contacted regarding the offer (Attachment D).

3.1.2 Response Checklist

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

☐	RFO Cover Sheet	Sec. 3.1.1/Attachment D
☐	Understanding of the Project and Methodology	Sec. 3.2
☐	Management Plan	Sec. 3.3
☐	Personnel Resources	Sec. 3.4
☐	References – Past Performance	Sec. 3.5
☐	Cost Offer	Sec. 3.6/Attachment E
☐	Offeror's Financial Responsibility	Sec. 3.7
☐	Access to Confidential Information	Sec. 3.8
☐	Offeror Identification	Sec. 3.9
☐	Historically Underutilized Business (HUB) Identification, if applicable	Sec. 3.10
☐	Evaluation Criteria	Sec. 3.11
☐	Signed Execution of Offer, Affirmation of Terms and Conditions, and Offer Preferences	Attachment B
☐	HUB Subcontracting Plan (HSP), if applicable	Attachment C

Failure to return all information on the checklist may disqualify the offer.

3.2. UNDERSTANDING OF THE PROJECT AND METHODOLOGY

The offer 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 offeror 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 RFO.

The offer 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 Offer. Technical evidence relating to the offeror's ability to perform the proposed services must be appended to the offer. This evidence is intended to provide TEA with examples of how the vendor's staff proposed for the contract provided similar services on past engagements and how they will utilize that experience to perform the requirements of the RFO. Failure to meet these conditions shall result in disqualification of offer and the offer shall receive no further consideration.

3.3. MANAGEMENT PLAN FOR THE PROJECT

The offeror must provide satisfactory evidence of capability to manage and coordinate the types of activities described in the RFO and to produce the specified product or service on time. To

provide information on qualifications to accomplish the described tasks, offerors must include in this section the following information:

- Structure of the organization
- Indications of the ability to perform the tasks described in section 1.5.
- Evidence that the offeror has gained experience through working on similar projects. The name of the agency or agencies served must be cited, the kinds of activities that were performed by the offeror must be described, and the name and phone number of a contact person from each employing agency must be provided;
- Names of staff member(s) 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. (An appendix to the offer must contain resumes of project staff members.) If the resumes include references, the references will not be considered in the review. Names given as references must not affect the scoring of the offer in any way. In addition, no employees of TEA can be listed in the offer as references. They may be listed in a memo transmitting the offer, but not in the offer. If the offeror plans to use external consultants or subcontractors, a staff organization and resumes of consultants and/or subcontractors must be included.

3.4. PERSONNEL RESOURCES

An appendix to the response must contain resumes of project staff members. If the resumes include references, TEA will not consider the references in the review. Names given as references must not affect the scoring of the offer in any way. In addition, the Vendor cannot list employees of TEA in the response as references. The Vendor may list TEA employees in a memo transmitting the response, but not in the response. If the vendor plans to use external consultants or subcontractors, a staff organization and resumes of consultants and/or subcontractors must be included.

Vendor must provide the following information for each of the skill sets identified in paragraph 1.5.11:

- o Position title
- o Job description for the position
- o Description of the minimum education, certification and skill set and experience levels required for the position
- o Estimated number of staff in the position

Place emphasis on the qualifications of the individuals and not the individuals themselves.

Vendor must provide the following information on all personnel services:

- o A description of each individual's experience
- o Documentation of education and certification(s)
- o Specific information on years of experience with software and roles and responsibilities with projects of similar nature complexity, including role and responsibilities on those projects
- o Specific information concerning roles and responsibilities, if any, on the required reference projects
- o Proposed role and responsibilities on the project

3.5. REFERENCES – PAST PERFORMANCE

Vendor must provide at least two (2) and not more than three (3) applicable project experiences within the past three (3) years similar in size, scope and complexity to the one described in this RFO. The referenced projects must have been in production for a minimum of one (1) year.

Vendor must describe the nature of each engagement and include at least two (2) customer reference contacts per project, including current contact information. TEA may give Pre-K thru 12 Education and public sector references additional consideration.

For each reference provided, the Vendor must list the following:

- o Organization/Company name
- o Point of contact with current telephone number and email address
- o Industry/subject focus
- o Project description
- o Total contract value
- o Key technologies employed (hardware and software tools)
- o Date the system was placed in production

TEA will contact references to verify past performance in the following areas:

- o Quality of deliverables
- o Methodology
- o Timeliness/adherence to schedule and budget
- o Business conduct
- o Innovation
- o Problem resolution
- o Customer satisfaction

3.6. COST OFFER

The Cost Offer (Attachment E) MUST BE BOUND AND SUBMITTED SEPARATELY FROM THE SCOPE OF SERVICES OFFER. To demonstrate an understanding of what is included in the Cost Offer, Vendors must list in its pricing offer all assumptions used to compile the prices given for the project. The Vendor must provide only the information requested on the Cost Offer and not make any other modifications. Cost Offers must be valid for at least 120 working days from date of submittal.

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

3.7. OFFEROR'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 vendors or suppliers.

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

- a. A copy of a letter from the Internal Revenue Service recognizing that contributions to the organization are tax deductible under Section 501(c)(3) of the Internal Revenue Code;
- b. A statement from a state taxing body or the state attorney general certifying that the organization is a nonprofit organization operating within the state and that no part of its net earnings may lawfully benefit any private shareholder or individual;

- c. A certified copy of the offeror's certificate of incorporation or similar document if it clearly establishes the nonprofit status of the offeror; or
- d. Any item described above if that item applies to a state or national parent organization, together with a statement by the parent organization that it is a local nonprofit affiliate.

Failure to meet this condition if requested shall result a non-award and the offer shall receive no further consideration. TEA will commence negotiations with the next high point offeror.

3.8. ACCESS TO CONFIDENTIAL INFORMATION

During the execution of this RFO, TEA will expose the Awarded Vendor to confidential student information and proprietary software and documentation under license to TEA. The Awarded Vendor shall read and sign the confidentiality statement at Attachment F acknowledging the confidentiality requirements of this RFO.

3.9. OFFEROR IDENTIFICATION

Offeror shall provide to agency, respondent's 9-digit Federal Employer's Identification Number (FEI); Social Security Number (SSN) if respondent is an individual; or respondent's 14-digit State of Texas Payee Identification Number (TIN). If incorporated, respondent shall also provide to agency the corporation's charter number issued by the Texas Secretary of State's office.

Offeror's FEI: _____
Offeror's SSN: _____
Offeror's TIN: _____
Offeror's charter number: _____

3.10. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) IDENTIFICATION

Historically underutilized businesses (HUBs) as defined in [V.T.C.A., TX Govt. Code, §2161.001](#) (see Attachment C) are encouraged to submit an offer for the services requested in this RFO. Offerors are encouraged to become HUB certified.

Offerors that are not certified and who wish to become certified should complete the HUB Certification application available at <http://www.cpa.state.tx.us/procurement/prog/hub/hub-certification/> . The Texas Facilities Commission Procurement division at (512) 463-0209 can assist with questions regarding the requirements for certification. The offeror should also relay this information to any potential subcontractors who wish to become a certified HUB.

Offerors that are certified as a HUB with the Texas Facilities Commission should attach a copy of the certificate to the offer.

3.11. EVALUATION CRITERIA

Criteria upon which the offeror feels its processes, products, and services may be evaluated by the offeror and by the Texas Education Agency Project Administrator must be stated. The offeror should include specific standards for measuring the quality of services and products provided. TEA will evaluate offers according to the selection criteria specified in Section 4.2 of this Request for Offer.

SECTION FOUR REVIEW OF OFFERS

4.1. REVIEW OF OFFERS

Review of offers will begin as soon as practical after receipt. The offerors 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 offers. Offers 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. 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 offers **not selected for funding** will be destroyed in accordance with the agency approved records retention policy.

4.2. SELECTION CRITERIA

Offers will be selected based on the ability of each offeror to carry out all of the requirements contained in this Request for Offer. TEA will base its selection on, among other things, demonstrated competence and qualifications of the offeror and on the reasonableness of the proposed cost. All state agencies must report unsatisfactory vendor performance on purchases over \$25,000. Agencies report satisfactory and exceptional vendor performance to assist in determining best value. In accordance with Texas Government Code, §2155.074 and §2155.75, vendor performance may be used as a factor in future contract awards.

Following are the criteria and the total number of points of each portion of the RFO that will be applied in selecting an offeror:

CATEGORIES	POSSIBLE POINTS
A. Staffing and personnel qualifications 1. Knowledge, Skills and Abilities of individual candidates as related to the RFO tasks and deliverables 2. Experience of the individual candidates as related to the RFO tasks	30
B. Company experience and past project performance 1. The track record of the company in performing similar projects successfully 2. Ability of the company to acquire quality staff and knowledgeable resources 3. Company's financial viability and stability 4. Education and public sector experience shall be given additional consideration	20
C. Understanding of the services to be performed 1. Approach to meeting the requirements and deliverables, in sufficient detail, to demonstrate understanding of the scope of work under this RFO	25
D. Cost-Effectiveness and Appropriateness of Financial Resources Dedicated to Project	25
TOTAL	100 points

TEA determined weights based on the criticality of the particular factor to the selection process. TEA cautions vendors not to minimize the importance of adequate responses in any area because it carries less weight than other areas.

TEA may develop a "short list" of qualified offers, and may determine that the Vendor(s) should submit a Best and Final Offer (BAFO). TEA will give each "short-listed" Vendor a reasonable

opportunity for discussion and revision of their offer. After receipt of the BAFO(s), TEA will re-evaluate all Vendors submitting a BAFO based on the Evaluation Criteria.

4.2.1 Preference(s)

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

SECTION FIVE CONTRACTUAL REQUIREMENTS

5.1 CONTRACTOR'S OFFER

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

5.2 PROJECT REVIEW REQUIREMENTS

The project design and all materials, project activities, and/or other products developed, produced, or adapted by the contractor must be reviewed and approved in draft form and in final form by the PMO Project Manager, Texas Education Agency. Texas Education Agency will have ten (10) working days for each review of any materials, project design, project activities, and/or other products developed or adapted by the contractor.

5.3 PROJECT TIMELINE

The contractor must commence and perform project activities according to the timeline negotiated for each SCR as described in paragraph 1.5.7.

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.

Payment is contingent upon submission of properly prepared and certified invoices. The contractor shall submit the Services Delivered Report to the TEA PMO Contract Manager as described in the TEA Vendor Guide. The Services Delivered Report will list the SCRs completed and accepted by TEA as defined in paragraph 1.5.7. Once the TEA PMO Contract Manager has approved the Services Delivered report, then the contractor shall submit an invoice in the same format. The invoice may be hand delivered to TEA Accounts Payable at the address below or preferably emailed to TEAAccountsPayable@tea.state.tx.us.

Texas Education Agency
Accounts Payable Section, Rm. 2-130
1701 N Congress Ave
Austin, TX 78701-1494

According to guidelines set forth by the Texas Comptroller of Public Accounts, the payment scheduling policy requires agencies to pay as close to the due date as possible in order to maximize fiscal benefits to the state. Payments are due from TEA 30-days from receipt of a correct and complete invoice.

NOTICE OF INTENT TO SUBMIT AN OFFER

The undersigned organization hereby files a notice of intent to submit an offer for

Maintenance, Support and Enhancement of Texas Records Exchange (TREx)

RFO No.: 701-10-006

Name of Organization: _____

Mailing Address: _____

Phone Number: (____) _____ FAX (____) _____

E-MAIL: _____

- Filing of this notice is not mandatory; however, it will assist the Texas Education Agency in anticipating the volume of offers in order to better expedite the review process and finalize contract awards.
- Filing this notice in no way binds the organization to submit an offer for Maintenance, Support and Enhancement of Texas Records Exchange (TREx)
- Offerors who do not file this notice are still eligible to submit an offer.

PLEASE SUBMIT THIS NOTICE BY MAIL OR FAX AS SOON AS POSSIBLE AFTER RECEIPT OF THE REQUEST FOR OFFER, BUT NOT LATER THAN Tuesday, 07/07/2009, TO:

Purchasing & Contracts
Texas Education Agency
Norma.barrera@tea.state.tx.us
FAX (512) 475-1706

EXECUTION OF OFFER, AFFIRMATION OF TERMS AND CONDITIONS, AND OFFER PREFERENCES

A. As used in these General Provisions:

- *Contract* means the entire document, and all of TEA's attachments, appendices, schedules (including but not limited to the General Provisions and the Special Provisions), amendments and extensions of or to the Standard Contract;
- *Receiving Agency or Party or TEA* means the Texas Education Agency;
- *Performing Agency or Contractor* means the party or parties to this Contract other than TEA, including its or their officers, directors, employees, agents, representatives, consultants and subcontractors, and subcontractors' officers, directors, employees, agents, representatives and consultants;
- *Project Manager/Administrator* means the respective person(s) representing TEA or Contractor, as indicated by the Contract, for the purposes of administering the Contract Project;
- *Contract Project* means the purpose intended to be achieved through the Contract;
- *Amendment* means a Contract that is revised in any respect, and includes both the original Contract, and any subsequent amendments or extensions thereto;
- *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.); and,
- *Intellectual Property Rights* means the worldwide intangible legal rights or interests evidenced by or embodied in: (a) any idea, design, concept, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (b) any work of authorship, including any copyrights, moral rights or neighboring rights; (c) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (d) domain name registrations; and (e) any other similar rights. The Intellectual Property Rights of a party include all worldwide intangible legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

B. **Contingency:** The Contract(s), including any amendments, extensions or subsequent contracts, are executed by TEA contingent upon the availability of appropriated funds by legislative act. Notwithstanding any other provision in this Contract or any other document, this Contract is void upon the insufficiency (in TEA's discretion) or unavailability of appropriated funds. In addition, this Contract may be terminated by TEA at any time for any reason upon notice to Contractor. Expenditures and/or activities for which Contractor may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from TEA.

C. **Indemnification:**

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

For all other contractors, including nonprofit organizations and for-profit businesses: Contractor shall indemnify, hold harmless, and defend TEA and the State, all of its officers, agents, and employees from any and all claims, actions, suits, 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 or omissions of the Contractor or any agent, employee, subcontractor, or supplier of Contractor in performance of the Contract Project.

D. **Subcontracting:** Contractor shall not assign, transfer or subcontract any of its rights or responsibilities under this Contract without prior formal written amendment to this Contract properly executed by both TEA and Contractor. The TEA Project Manager must pre-approve any changes in key personnel throughout the contract term. Any changes to the HUB Subcontracting Plan (HSP) must be approved by the Agency HUB Coordinator before staffing changes are initiated.

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 Offer:** Contractor's offer that was furnished to TEA in response to a request for offer 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 offer whether such offer 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 Request for Offer, in response to which Contractor submitted an offer, are incorporated herein by reference for all purposes, although the current General Provisions shall prevail in the event of conflict.
- H. **Records Retention:** Contractor shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Contractor in connection with the Contract Project. These records and accounts shall be retained by Contractor and made available for programmatic or financial audit by TEA and by others authorized by law or regulation to make such an audit for a period of not less than five (5) 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.

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

- 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 (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such preexisting rights and any derivative works thereof and (ii) authorize others to do any or all of the foregoing. 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 Education Service Center (ESC) and its employees, agents, representatives, consultants, and subcontractors. If an ESC or any of its subcontractor(s) wish to obtain a license agreement to use, advertise, offer for sale, sell, distribute, publicly display, publicly perform or reproduce the Works, or make derivative works from the Works, then express written permission must first be obtained from TEA Legal Division.

For Colleges and Universities: The foregoing Intellectual Property Ownership provisions apply to any colleges and universities and their employees, agents, representatives, consultants, and subcontractors; provided, that for all Works created or conceived by colleges or universities under the Contract, they are

granted a non-exclusive, non-transferable, royalty-free license to use the Works for their own academic and educational purposes only. Colleges and universities are prohibited, however, from advertising, offering for sale, selling, distributing, publicly displaying, publicly performing, or reproducing the Works, or making derivative works from the Works that are created or conceived under this Contract, without the express written permission of TEA Legal Division.

- J. **Sanctions for Failure to Perform or for Noncompliance:** 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. **Contract Cancellation, etc.:** If this Contract is cancelled, terminated, or suspended by TEA prior to its expiration date, the reasonable monetary value of services properly performed by Contractor pursuant to this Contract prior to such cancellation, termination or suspension shall be determined by TEA and paid to Contractor as soon as reasonably possible.
- L. **Refunds Due to TEA:** If TEA determines that TEA is due a refund of money paid to Contractor pursuant to this Contract, Contractor shall pay the money due to TEA within 30 days of Contractor's receipt of written notice that such money is due to TEA. If Contractor fails to make timely payment, TEA may obtain such money from Contractor by any means permitted by law, including but not limited to offset, counterclaim, cancellation, termination, suspension, total withholding, and/or disapproval of all or any subsequent applications for said funds.
- M. **Capital Outlay:** If Contractor purchases capital outlay (furniture and/or equipment) to accomplish the Contract Project, title will remain with Contractor for the period of the Contract. TEA reserves the right to transfer capital outlay items for Contract noncompliance during the Contract period or as needed after the ending date of the Contract. This provision applies to any and all furniture and/or equipment regardless of unit price and how the item is classified in Contractor's accounting record. This provision is applicable when federal funds are utilized for the Contract.
- N. **TEA Property (terms):** In the event of loss, damage or destruction of any property owned by or loaned by TEA while in the custody or control of Contractor, Contractor shall indemnify TEA and pay to TEA the full value of or the full cost of repair or replacement of such property, whichever is the greater, within 30 days of Contractor's receipt of written notice of TEA's determination of the amount due. This applies whether the property is developed or purchased by Contractor pursuant to this Contract or is provided by TEA to Contractor for use in the Contract Project. If Contractor fails to make timely payment, TEA may obtain such money from Contractor by any means permitted by law, including but not limited to offset or counterclaim against any money otherwise due to Contractor by TEA.
- O. **State of Texas Laws:** In the conduct of the Contract Project, Contractor shall be subject to Texas State Board of Education rules pertaining to this Contract and the Contract Project, and to the laws of the State of Texas governing this Contract and the Contract Project. This Contract constitutes the entire agreement between TEA and Contractor for the accomplishment of the Contract Project. This Contract shall be interpreted according to the laws of the State of Texas except as may be otherwise provided for in this Contract.
- P. **Federal Regulations Applicable to All Federally Funded Contracts:**
 - 1. For Local Education Agencies (LEAs): 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 75 or 76 as applicable, 77, 79, 80, 81, 82, 85, 99, 104, 47 CFR 0 and 64, and OMB Circulars A-87 (Cost Principles) and A-133 (Audits);
 - 2. For Education Service Centers (ESCs): 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 75 or 76 as applicable, 77, 79, 80, 81, 82, 85, 99, 104, 47 CFR 0 and 64, and OMB Circulars A-87 (Cost Principles) and A-133 (Audits);
 - 3. For Institutions of Higher Education (IHEs): 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 74, 77, 79, 81, 82, 85, 99, 104, OMB Circular A-21 (Cost Principles), 47 CFR 0 and 64, OMB Circular A-133 (Audits), and OMB Circular A-110 (Uniform Administrative Requirements);
 - 4. For Nonprofit Organizations: 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 74, 77, 79, 81, 82, 85, 99, 104, 47 CFR 0 and 64, OMB Circulars A-122 (Cost Principles) and A-133 (Audits), and OMB Circular A-110 (Uniform Administrative Requirements);

5. For State Agencies: 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 76, 80, 81, 82, 85, 99, 104, 47 CFR 0 and 64, OMB Circulars A-87 (Cost Principles) and A-133 (Audits), and OMB Circular A-110 (Uniform Administrative Requirements); and
6. For Commercial (for-profit) Organizations: 29 CFR 1630 and 48 CFR Part 31.

Q. **Point of Contact:** All notices, reports and correspondence required by this Contract shall be in writing and delivered to the TEA project manager listed below or their successors in office:

TEA	CONTRACTOR
Sharon Gaston	(Name)
Director, Project Management	(Organization Name)
Texas Education Agency	(Address)
William B. Travis Building	(City, State, Zip)
1701 N. Congress Avenue	(Phone)
Austin, Texas 78701	(Fax)

R. **Time and Effort Recordkeeping:** For those personnel whose salaries are prorated between or among different funding sources, time and effort records will be maintained by Contractor that will confirm the services provided within each funding source. Contractor must adjust payroll records and expenditures based on this documentation. This requirement applies to all projects, regardless of funding source, unless otherwise specified. For federally funded projects, time and effort records must be in accordance with the requirements in the applicable OMB cost principles.

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

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

T. **Forms, Assurances, and Reports:** Contractor shall timely make and file with the proper authorities all forms, assurances and reports required by federal laws and regulations. TEA shall be responsible for reporting to the proper authorities any failure by Contractor to comply with the foregoing laws and regulations coming to TEA's attention, and may deny payment or recover payments made by TEA to Contractor in the event of Contractor's failure so to comply. Contractor who is indebted or owes delinquent taxes to the state will have any payments under the Contract applied toward the debt or delinquent taxes owed the state until the account is paid in full, regardless of when the debt or delinquency was incurred. This provision does not apply if the warrant or transfer results in payments being made in whole or in part with money paid to the state by the Federal Government.

U. **Signature Authority; Final Expression; Superseding Document:** Contractor certifies that the person signing this Contract has been properly delegated this authority. The Contract represents the final and complete expression of the terms of agreement between the parties. The Contract supersedes any previous understandings or negotiations between the parties. Any representations, oral statements, promises or

warranties that differ from the Contract shall have no force or effect. The Contract may be modified, amended or extended only by formal written amendment properly executed by both TEA and Contractor.

- V. **Antitrust:** By signing this Contract, Contractor, represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation or institution has, (1) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Offer to any competitor or any other person engaged in such line of business during the procurement process for this Contract.
- W. **Family Code Applicability:** By signing this Contract, Contractor, if other than a state Party, certifies that under Section 231.006, Family Code, that Contractor is not ineligible to receive specified grant, loan, or payment under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. TEA reserves the right to terminate this Contract if Contractor is found to be ineligible to receive payment. If Contractor is found to be ineligible to receive payment and the Contract is terminated, Contractor is liable to TEA for attorney's fees, the costs necessary to complete the Contract, including the cost of advertising and awarding a second contract, and any other damages or relief provided by law or equity.
- X. **Dispute Resolution:** The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by TEA and Contractor to attempt to resolve all disputes arising under this Contract. The parties may agree to mediation of their dispute at any time. However, if all issues in dispute are not completely resolved through direct negotiations between the parties within 180 days after the agency 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 the agency 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. The agency's participation in mediation or any other dispute resolution process shall not waive any of the agency's contractual or legal rights and remedies, including but not limited to sovereign immunity.
- Y. **Interpretation:** In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, Appendices, General Provisions, Special Provisions, Exhibits, and Attachments or other documents, the TEA Contract and its General Provisions, Appendices and Special Provisions shall take precedence over all other documents which are a part of this contract.
- Z. **Education Service Center:** No funds transferred to Regional Education Service Centers or to school districts may be used to hire a registered lobbyist.
- AA. **Compliance with Laws:** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting Contractor's performance, including if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations. For the entire duration of the Contract, Contractor shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. When required or requested by the Agency, Contractor shall furnish TEA with satisfactory proof of its compliance with this provision.
- BB. **Public Information:** The TEA is subject to the provisions of the Texas Public Information Act. If a request for disclosure of this Contract or any information related to the goods or services provided under the Contract or information provided to the TEA under this Contract constituting a record under the Act is received by the TEA, the information must qualify for an exception provided by the Texas Public Information Act in order to be withheld from public disclosure. Contractor authorizes the 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 excepted from public disclosure under the Act. If the TEA does not have a good faith belief that information may be subject to an exception to disclosure, the TEA is not obligating itself by this Contract to submit the information to the Attorney General. It shall be the responsibility of the 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. The Contractor waives any claim against and releases from liability the TEA, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by the Contractor and determined by the Attorney General or a court of law to be subject to disclosure under the Texas Public Information Act.

- CC. **Gratuities:** By signing this Contract, Contractor represents and warrants that the 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.
- DD. **Venue and Jurisdiction:** Subject to and without waiving any of the Agency's rights, including sovereign immunity, this Contract is governed by and construed under and in accordance with the laws of the State of Texas. Venue for any suit concerning this solicitation and any resulting contract or purchase order shall be in a court of competent jurisdiction in Travis County, Texas.
- EE. **Protests:** Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation, evaluation, or award of this or any other contract by the Texas Education Agency may submit a formal protest to the Director of the Agency's Contracts and Purchasing Division. This protest procedure shall be the exclusive method by which anyone may make a challenge to any aspect of the Agency's contracting process. The Agency will not be required to consider the merits of any protest unless the protest is submitted timely, in a sworn written protest petition, and in strict compliance with all requirements in applicable law and Agency's rules (Title 19 of the Texas Administrative Code, at § 30.2002, or any amendment or successor rules).
- If the protest procedure results in a final determination by the Agency that a violation of law has occurred in its contracting process in a case in which a contract has been awarded, then the Agency may declare the contract void at inception. In that event, the party who had been awarded the contract shall have no rights under the contract and no remedies under the law against the Agency.
- FF. **Liability for and Payment of Taxes:** Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Contractor or its employees. TEA shall not be liable for any taxes resulting from this Contract.
- GG. **Severability:** In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, the invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein. The remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.
- HH. **Conformance:** The 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, respondent warrants that goods and services are suitable for and will perform in accordance with the purposes for which they are intended.
- II. **Felony Criminal Convictions:** Contractor represents and warrants that Contractor has not and Contractor's employees assigned to TEA projects have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Contractor has fully advised TEA as to the facts and circumstances surrounding the conviction.
- JJ. **Criminal Background Checks:** If during the term of this Contract, Contractor, and/or Contractor staff, or subcontractor have access to Texas public school campuses, all Contractor and/or Contractor's staff must submit to a national criminal history record information review (includes fingerprinting) and meet all eligibility standards and criteria as set by Agency before serving in assignments on behalf of the Agency. This requirement applies to all individuals who currently serve or will serve in Agency assignments that have the possibility of direct contact with students. Assignments are contingent upon meeting Agency eligibility standards. Contractor and/or any staff member of Contractor who may perform services under this contract must complete this criminal history review before the beginning of an assignment. If said individuals have not completed this requirement or the review results in a determination that Contractor is not eligible for assignment, this contract will be terminated effective immediately or the date of notice of non-eligibility, whichever is earliest.
- KK. **Assignment of Contract:** This Contract may not be assigned, sold, or transferred without the express written consent of the TEA Purchasing and Contracts Division. An attempted assignment after Contract award without the TEA approval will constitute a material breach of contract.

- LL. **Buy Texas:** In accordance with Government Code, Section 2155.444, the State of Texas requires that during the performance of a contract for services, Contractor shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state. This provision does not apply if Contractor receives any federal funds under this Contract.
- MM. **Excluded Parties List System:** The Texas Education Agency is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, <http://www.epls.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Contractor certifies that they are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Contractor is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.
- NN. **Suspension and Debarment:** Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local government entity. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.
- OO. **Web Accessibility Policy:** State law requires State Agencies and institutions of higher education to provide persons and employees with disabilities access comparable to access and use provided to the public and State employees without disabilities for the following: telephones and other telecommunications products, information kiosks, transaction machines, internet websites, and multimedia resources. TEA adheres to the standards set forth in TAC §206 State Web Sites, TAC §213 Electronic and Information Resources, and the Federal 508 requirements which may be viewed at <http://www.governor.state.tx.us/disabilities/resources/keylaws/access>. This policy is applicable to all TEA contractors who develop or provide any of the services or products listed above as a result of a TEA contract award or approved vendor list. All documents created or developed under this Contract must also be compliant with all state and federal regulations for web accessibility (i.e., Americans with Disabilities Act (ADA) compliance, http://www.dir.state.tx.us/general_info/accessibility.htm).
- The Texas Government Code and Family Code sites referenced in this document may be viewed at:
<http://www.statutes.legis.state.tx.us/>
- The Texas Administrative Code site referenced in this document may be viewed at:
[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.viewtac](http://info.sos.state.tx.us/pls/pub/readtac$ext.viewtac)
- PP. **Collusion:** Contractor certifies and represents that Contractor has not colluded with, nor received any assistance from, any person who was paid by TEA to prepare specifications or a solicitation on which a respondent's bid or offer is based and will not allow any person who prepared the respective specifications or solicitation to participate financially in any contract award.
- QQ. **Proprietary or Confidential Information:** Contractor will not disclose any information to which it is privy under this Contract without the prior consent of the agency. Contractor will indemnify and hold harmless the State of Texas, its officers and employees, and TEA, its officers and employees for any claims or damages that arise from the disclosure by Contractor or its contractors of information held by the State of Texas.

Social Security numbers will not be provided by TEA as a part of this contract. Contractor, contractor employees and their subcontractors, agree that in executing tasks on behalf of TEA, they will not use any student-identifying information in any way that violates the provisions of FERPA, and will destroy or return all student-identifying information within thirty (30) days of project completion.

- RR. **Independent Contractor:** Contractor shall serve as an independent contractor in providing services under this Contract. Contractor's employees are not and shall not be construed as employees or agents of the State of Texas. Abandonment or Default: If the 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 respondent. 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 the agency based on the seriousness of the default.

SS. **Vendor Performance:** All state agencies must report unsatisfactory vendor performance on purchases over \$25,000. Agencies report satisfactory and exceptional vendor performance to assist in determining best value. In accordance with Texas Government Code, §2155.074 and §2155.75, vendor performance may be used as a factor in future contract awards.

TT. **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.

UU. **Amendments:**

1. All amendments to this Contract will be in a manner as prescribed by the Project Administrator of TEA, subject to Paragraph B of the General Provisions and will be made on AMENDMENT TO TEXAS EDUCATION AGENCY STANDARD CONTRACT form supplied by TEA. Amendments must be mailed to the Purchasing and Contracts Division, Room 2-125, Texas Education Agency, William B. Travis Building, 1701 North Congress, Austin, Texas 78701. An amendment to this Contract will become effective on the date of signature of TEA.
2. The Contractor is permitted to rebudget among direct cost categories within the approved budget to meet unanticipated requirements and to make limited changes to the approved budget without submitting an amendment. However, certain types of changes require the prior written approval of TEA through an amendment. Contractor must obtain prior written approval from TEA whenever any of the following changes are anticipated:
For all Contracts.
 - a. any revision which would result in the need for additional funding;
 - b. any revision to the scope or objectives of the Contract (regardless of whether there is an associated budget revision requiring prior approval);
 - c. a request to extend the period of the Contract;For Cost Reimbursement Contracts.
 - d. cumulative transfers among direct cost categories which exceed or are expected to exceed (at any time during the Contract period) ten percent of the current total approved budget. Cumulative transfers are defined as the total amount of additions to all class/object codes and does not include deletions;
 - e. any reduction of funds allotted for training costs (primarily travel and lodging for trainees, workshop/conference registration fees, tuition, books, and related fees);
 - f. whenever a line item within a class/object code is added;
 - g. an increase in the quantity of capital outlay item(s) requested; and
 - h. an increase or decrease in the number of positions charged to Contract.

VV. **Payment:**

1. Payment for goods or services purchased with State-appropriated funds is made by warrants or by Direct Deposit from the State Treasury. Direct Deposit is the preferred method of payment. No penalty for late payment will be incurred by TEA if payment is made in thirty (30) days or less from receipt of goods/service or a correct invoice, whichever is later.

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

2. Payment for service(s) described in this Contract is contingent upon satisfactory completion of the service(s). Satisfaction will be determined by TEA's Project Administrator, in his sole discretion but in accordance with reasonable standards and upon advice of his superiors in TEA, if necessary. 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 forty-five 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.

3. 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 the 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.
4. 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 their account status by accessing the Comptroller's website at: <http://ecpa.cpa.state.tx.us/vendor/tpsearch1.html>. If the account status message is "on vendor hold," the contractor is advised to contact the Comptroller's Warrant Hold Section in the Division of Revenue Accounting at 1-800-531-5441 ext. 3-4561 for assistance in resolving the issue.

- A. Offeror has read, understands, and agrees to be bound to the terms and conditions stated in the RFO If a contract is awarded to Offeror pursuant to this RFO.
- B. 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 the Agency.

Contractor's FEI# _____

Contractor's SSN _____

Contractor's TIN _____

Contractor's charter # _____

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

The offeror, 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
☐	Rule 1 TAC	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
☐	HB 3560	Goods produced or offered by service-disabled veterans.
☐	HB 3560	Preference to manufacture that has recycle program for computer equipment.
☐	HB 3560	Preference to contractors providing foods of higher nutritional value.

In compliance with this RFO, 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 offer or bid. By signing this offer, the offeror signifies that if a Texas address is shown as the address of the offeror, the offeror qualifies as a Texas Resident Bidder as defined in Rule 1 TAC.

OFFEROR/COMPANY NAME:
STREET ADDRESS:
CITY/STATE/ZIP:
TELEPHONE NO.:
FACSIMILE NO.:
EMAIL ADDRESS:
NAME OF OFFEROR'S AUTHORIZED AGENT:
TITLE OF OFFEROR'S AUTHORIZED AGENT:
SIGNATURE OF AUTHORIZED AGENT:

DEFINITION OF HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

(As defined in V.T.C.A., TX Govt. Code, §2161.001)

- (2) "Historically underutilized business" means an entity with its principal place of business in this state that is:
- (A) a corporation formed for the purpose of making a profit in which 51 percent or more of all classes of the shares of stock or other equitable securities are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the corporation's control, operation, and management;
 - (B) a sole proprietorship created for the purpose of making a profit that is completely owned, operated, and controlled by an economically disadvantaged person;
 - (C) a partnership formed for the purpose of making a profit in which 51 percent or more of the assets and interest in the partnership are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the partnership's control, operation, and management;
 - (D) a joint venture in which each entity in the venture is a historically underutilized business, as determined under another paragraph of this subdivision; or
 - (E) a supplier contract between a historically underutilized business as determined under another paragraph of this subdivision and a prime contractor under which the historically underutilized business is directly involved in the manufacture or distribution of the goods or otherwise warehouses and ships the goods.
- (3) "Economically disadvantaged person" means a person who is economically disadvantaged because of the person's identification as a member of a certain group, including Black Americans, Hispanic Americans, women, Asian Pacific Americans, and Native Americans, and who has suffered the effects of discriminatory practices or other similar insidious circumstances over which the person has no control.

Added by Acts 1995, 74th Leg., ch. 41, § 1, eff. Sept. 1, 1995. Amended by Acts 1999, 76th Leg., ch. 1499, § 1.21, eff. Sept. 1, 1999.

Texas Education Agency Historically Underutilized Business Subcontracting Plan (HSP)

In accordance with Texas Government Code § 2161.252, Texas Education Agency (TEA) has determined that subcontracting opportunities are probable under this contract. Therefore, respondents including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit a State of Texas HUB Subcontracting Plan (HSP) with their solicitation response.

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to TGC § 2161.252 (b)

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB goals defined in 1 TAC §111.13, are: **11.9% - for Heavy Construction other than building contracts, 26.1% - for all Building Construction, including general contractors and operative builders contracts, 57.2% - for all Special Trade Construction contracts, 20% - for Professional Services contracts, 33% - for all Other Service contracts and 12.6% - for Commodities contracts.**

-- Agency Special Instructions/Additional Requirements --

SECTION 1 – RESPONDENT AND SOLICITATION INFORMATION

- a. Respondent (Company) Name: _____ State of Texas VID #: _____
 Point of Contact: _____ Phone #: _____
- b. Is your Company a State of Texas certified HUB? ☐ - Yes ☐ - No
- c. Solicitation #: _____

SECTION 2 – SUBCONTRACTING OPPORTUNITIES

TEA has identified probable subcontracting opportunities by NIGP Class and Item codes in the table below. However, TEA acknowledges there may be additional subcontracting opportunities. After having divided the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, the respondent must identify what portion(s) of work, including goods or services, will be subcontracted.

Note: In accordance with 1 TAC §111.12, a “Subcontractor” means a person who contracts with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity.

Check the appropriate box regarding the subcontracting opportunity(s):

- ☐ - Yes, I will be subcontracting portion(s) of the contract.
 (If Yes, in the spaces provided below, list any additional portions of work, not identified by TEA, that you will be subcontracting*, and go to SECTION 3)
- ☐ - No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources. (If No, complete SECTION 9 and 10)

Line Item # - Subcontracting Opportunity Description	Line Item # - Subcontracting Opportunity Description
(1)-	(6)-
(2)-	(7)-
(3)-	(8)-
(4)-	(9)-
(5)-	(10)-

*To list additional subcontracting opportunities, a continuation page is available at <http://www.tea.state.tx.us/tea/hub/index.html>

¹ NOTE: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc demonstrating evidence of the Good Faith Effort performed.

Enter your company's name:

Solicitation #:

IMPORTANT: You must complete a copy of this page for each portion of the contract that you will be subcontracting. You may photocopy this page or download copies at <http://www.tea.state.tx.us/tea/hub/index.html>.

SECTION 3 – RESPONDENT SUBCONTRACTING OPPORTUNITIES

Enter the line item number and description for the portion of work listed in SECTION 2, which you will be subcontracting.

Line Item # _____ Description: _____

SECTION 4 – MENTOR-PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor-Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a Good Faith Effort towards that specific portion of work.

Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

☐ - Yes, (If Yes, complete SECTION 8 and 10) ☐ - No/Not Applicable (If No or Not Applicable, go to SECTION 5)

SECTION 5 – PROFESSIONAL SERVICES CONTRACTS ONLY

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

☐ - Yes (If Yes, complete SECTION 8 and 10) ☐ - No/Not Applicable (If No or Not Applicable, go to SECTION 6)

In accordance with TGC §2254.002, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.

SECTION 6 – NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes a Good Faith Effort towards the portion of work listed in SECTION 3.

After performing the requirements of this section, complete SECTION 7, 8 and 10.

- Provide written notification of the subcontracting opportunity listed in SECTION 3 to **three (3)** or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at <http://www.window.state.tx.us/procurement/> and its HUB Directory, found at <http://www.window.state.tx.us/procurement/> to identify available HUBs. Website:
- Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers.
- Written notifications should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications and identify a contact person. Unless TEA has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond and provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to TEA.

SECTION 7 – HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List three (3) State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice and if you received a response.¹

Company Name	VID #	Notice Date	Was Response Received
_____	_____	_____	☐ - Yes ☐ - No
_____	_____	_____	☐ - Yes ☐ - No
_____	_____	_____	☐ - Yes ☐ - No

SECTION 8 – SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the percentage of work be subcontracted, the approximate dollar value of the work to be subcontracted and indicate if the company is a Texas certified HUB.

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Texas Certified HUB
_____	_____	_____	_____	☐ - Yes ☐ - No*
_____	_____	_____	_____	☐ - Yes ☐ - No*

¹ NOTE: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc demonstrating evidence of the Good Faith Effort performed.

Enter your company's

Solicitation #:

SECTION 8 (CON'T) – SUBCONTRACTOR SELECTION

*If the subcontractor(s) you selected is a non HUB, provide written justification of your selection process below:

SECTION 9 – SELF PERFORMANCE JUSTIFICATION

(If you responded “No” to SECTION 2, you must complete SECTION 9 and 10)

Provide justification, in the space provided below, on how you intend to complete the entire contract using your own employees, materials, supplies and equipment. Attach any supporting documentation.

SECTION 10 – AFFIRMATION

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

- The respondent must submit monthly compliance reports - Prime Contractor Progress Assessment Report (PAR) to the TEA HUB Coordinator, verifying their compliance with the HSP, including the use/expenditures they have made to all subcontractors. (The PAR is available at <http://www.tea.state.tx.us/tea/hub/index.html>)
- The respondent must seek approval from TEA prior to making any modifications to their HSP. If the HSP is modified without TEA's prior approval, respondent may be subject to debarment pursuant to TGC § 2161.253(d).

Signature		Printed Name	Title	Date

(FORMAT FOR COVER PAGE)

PROJECT OFFER

Submitted to the
Texas Education Agency
Purchasing & Contracts Division

RFO No.: 701-10-006

TITLE OF PROPOSED PROJECT: **Maintenance, Support and Enhancement of Texas Records Exchange (TReX)**

RESPONDENT ORGANIZATION: (Name and address of organization submitting offer. Include zip code.)

RESPONDENT ORGANIZATION IDENTIFICATION NUMBER: (Show respondent organization's Federal Employer's Identification Number or SSN if an individual. If respondent organization is a corporation or if individual is incorporated, the charter number of respondent organization or individual must also be shown.)

OFFER DEVELOPED BY: (Name, position, email, and telephone number of person responsible for development of offer)

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

OFFER TRANSMITTED BY: (Name, position, email, and telephone number of official committing the respondent organization to the proposed project)

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

DURATION OF PROJECT: September 1, 2009 to August 31, 2010

TOTAL BUDGET FOR PROPOSED PROJECT: (Total of projected expenditures listed in budget section)

CONTAINS PROPRIETARY INFORMATION: ☐ (Check this box, if the offer being submitted contains proprietary information.)

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

DATE SUBMITTED: (Date offer is submitted to TEA)

COST OFFER**Maintenance, Support and Enhancement of Texas Records Exchange (TREx)
TEA RFO #701-10-006**

Instructions: Enter the Proposed Price Per Unit for all categories. The total proposed price will be automatically calculated. List all assumptions made in preparing the Pricing Offer. Do not make changes to other parts of the Cost Offer. **The Annual Projected Workload Units and Approximate Hours/Per Unit are only estimates and will change due to customer requests, work complexity and funding constraints. In no way should these estimates be regarded as guarantees of any level of minimum payments.**

Reminders

The Awarded Vendor shall be responsible for providing the necessary staff, procedures, management processes, documentation and controls required to produce the deliverables listed in the RFO. The Awarded Vendor shall:

- Provide all materials, resources and services as required to complete the project deliverables.
- Provide appropriate management of the project to deliver all products timely and within budget.
- Provide competent, suitably qualified and trained personnel resources necessary to meet the requirements stated in the RFO.
- Provide the appropriate number of personnel resources and the proper mix of skill and expertise necessary to meet the requirements stated in the RFO.
- Provide and implement appropriate quality assurance processes.
- Adhere to all TEA standards established for the project.
- Complete and deliver high quality services necessary to meet the requirements in the RFO.
- Adhere to all TEA change management process and procedures.
- Protect the confidentiality of student, teacher or staff identifiable data as well as other sensitive data.

Proposed Price Per Unit:

TREx Application Deliverables	RFO Reference	Annual Projected Workload Units*	Approx. Hours/Per Unit*	Proposed Price Per Unit	Total Proposed Price*
Production Support	Page 12	12	4.00	\$0.00	\$0.00
Customer Assistance/Support	Pages 9, 10, 11, 1	24	2.00	\$0.00	\$0.00
Maintenance Software Modification, Enhancements, Performance Tuning and Testing	Pages 9, 10, 11, 12, 13	75	30.00	\$0.00	\$0.00
Special Requests	Page 13	10	8.00	\$0.00	\$0.00
Data Changes	Page 13	80	4.00	\$0.00	\$0.00
TREx TOTAL					\$0.00

Cost Offer Assumptions:

* If the "Projected Workload Units" completed is less during the contract, the contractor will be paid only for the number of units completed times the negotiated hours per unit.

Maintenance, Support and Enhancement of Texas Records Exchange (TREx)

ACCESS TO CONFIDENTIAL INFORMATION

I understand that any unauthorized disclosure of confidential, sensitive and restricted student information is illegal as provided in the Family Educational Rights and Privacy Act of 1974 (FERPA) and in the implementing of federal regulation found in 34 CFR, Part 99.

I also understand that failure to observe these restrictions is prohibited by the Texas Government Code, Section 552.352 and that such an offense constitutes a Class A misdemeanor.

I also understand that the TREx software is a derivative work based upon software licensed under an agreement, dated January 29, 2007, between Evaluation Software Publishing, Incorporated d/b/a ESP Solutions Group, Inc. and d/b/a National Transcript Center, a Texas corporation ("Licensor") and Texas Education Agency ("TEA"). Under this licensing agreement, TEA acknowledged that it would be exposed to the Software and Documentation, and that the Software and Documentation contained valuable trade secrets of the Licensor embodying substantial creative efforts and confidential information. Both parties agreed to hold in confidence and safeguard any proprietary information contained within the software. This agreement extends to employees, agents, representatives and independent contractors of either party.

I certify that I have read and understand the above statement.

Signature

Date

Attachment G

TEA Vendor Guide v 4.1

See separate Adobe PDF document