

RFO 701-25-009, INSTRUCTIONAL MATERIALS INTERNET WEBSITE

Summary

The Texas Education Agency (TEA) is seeking qualified respondents to use an agile approach for Application Development, Maintenance, Support Business Intelligence/Data Warehouse Comprehensive Web Development and Managed Services of Instructional Material Review and Approval (IMRA).

Authorized by:

Texas Education Code §31.025 and Senate Bill 1, 89th Regular Legislative Session, 2025, Article III, Rider 2.a.(3)

Responses are due October 22, 2025 - 2:00 P.M. Central Time

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1. Purpose, Background, and Scope of Work

1.1. Purpose

The Texas Education Agency (TEA) seeks a qualified contractor to design, develop, and support a modern, user-centered digital system for the Instructional Material Review and Approval (IMRA) and local classroom review processes. The selected contractor will use an agile approach to deliver a secure, accessible, and scalable web-based application that streamlines how instructional materials are reviewed, approved, and managed. Services include user research, application development, integration with TEA systems, performance monitoring, and ongoing support. The solution must meet state and federal accessibility standards, align with TEA branding, and support data-driven decision-making through robust analytics and reporting.

1.2. Background and Defined Terms

In 2023, the 88th Texas Legislature passed House Bill (HB) 1605, which significantly reformed how instructional materials are reviewed, approved, and funded in Texas public schools. The legislation directed the State Board of Education (SBOE) to establish a new, centralized process for evaluating High-Quality Instructional Materials (HQIM), replacing the previous Proclamation and Texas Resource Review (TRR) systems. This new process is known as the IMRA process.

To support the IMRA process, TEA launched im.tea.texas.gov, a public-facing web application that serves as the central platform for instructional materials review. This application enables publishers to submit materials, facilitates coordination of expert reviews, and provides public access to approved instructional content and review outcomes. The platform is essential to ensure that the IMRA process is transparent, efficient, and aligned with legislative requirements.

In addition to the centralized expert review, HB1605 also requires a local classroom review process. This process allows educators across Texas to evaluate how well instructional materials align with classroom needs and instructional practices. To support this, TEA will develop a new web-based module within the IMRA platform. This module will enable educators to access materials, complete structured reviews, and submit feedback through a secure, user-friendly interface.

As the IMRA process continues to evolve, TEA seeks a qualified contractor to provide ongoing development, maintenance, and support for the im.tea.texas.gov platform. The selected contractor will help ensure the application remains responsive to user needs, scalable for future growth, and compliant with all applicable accessibility and security standards.

As used in this solicitation, the following capitalized terms shall have the meaning as specified below:

Term	Definition
API	Application Programming Interference
BAFO	Best and Final Offer
CAP	Corrective Action Plan
CCB	Change Control Board
CDN	Content Delivery Network
CFD	Cumulative Flow Diagram
CI/CD	Continuous Integration and Continuous Deployment
CMBL	Centralized Master Bidders List
CMS	Contract Management System
DIR	Department of Information Resources
DoD	Definition of Done
DoR	Definition of Ready
EIR	Electronic and Information Resources
ERD	Entity-Relationship Diagram
ESBD	Electronic State Business Daily
FERPA	Family Education Rights and Privacy Act
GUI	Graphical User Interfaces
HB 1605	House Bill 1605
HIPPA	Health Information Portability and Accountability Act
HQIM	High-Quality Instructional Materials
HSP	Historically Underutilized Business Subcontracting Plan
HSTS	HTTP Strict Transport Security
HUB	Historically Underutilized Business as defined in Texas Government Code § 2161.001
ICCB	Infrastructure Change Control Board
IMRA	Instructional Material Review and Approval
ITG	IT Governance
IVV	Independent Verification and Validation
KPI	Key Performance Indicators
OSI	Open-Source Initiative
PCI DSS	Payment Card Industry Data Security Standards
PM	Project Manager
POC	Point of Contact
QAP	Quality Assessment Plan
RBR	Request for Budget Revision
RPO	Recovery Point Objective
State or Texas	State of Texas
SBOE	State Board of Education
SLA	Service Level Agreement
SME	Subject Matter Expert
SOP	Standard Operating Procedures
SQL	Structured Query Language

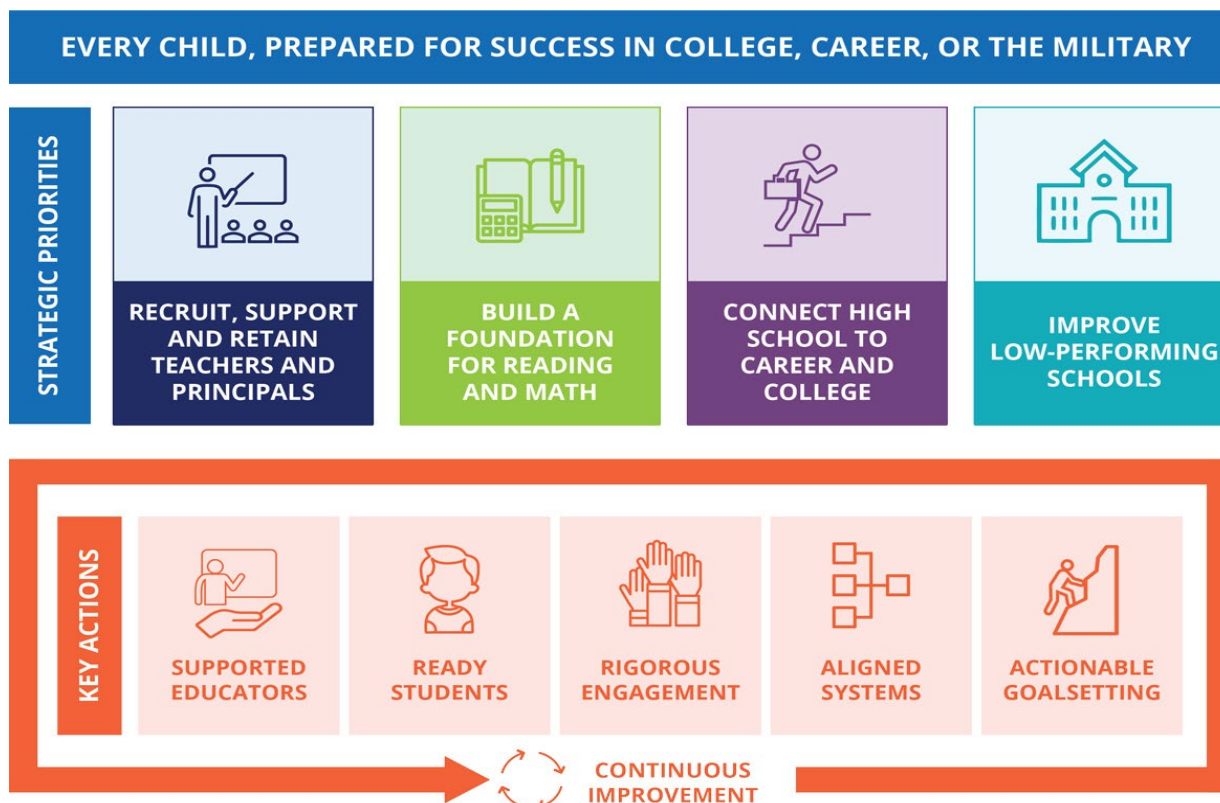
TAC	Texas Administrative Code
TADBP	Task, Activity, Deliverable, and Budget Plan
TEA	Texas Education Agency
TEA Procurement Staff	TEA procurement professional(s) responsible for leading the planning, solicitation, and contract formation processes.
TEA Project Manager, TEA Program Staff, or TEA Contract Manager	TEA staff members who are the subject matter experts concerning this solicitation, one or more of whom will manage the contract(s) resulting from this solicitation.
TGC	Texas Government Code
TLS	Transport Layer Security
TRC	Technology Review Committee
TRR	Texas Resource Review
TX-RAMP	Texas Risk and Authorization Management Program
UAT	User Acceptance Testing
UI/UX	User Interface and User Experience
VPTS	Contractor Performance Tracking System
WCAG	Web Content Accessibility Guidelines
WIP	Work in Progress
XSS	Cross-site scripting

1.3.TEA Mission and Procurement Authority

TEA is the state agency responsible for overseeing primary and secondary public education in Texas. TEA's mission is to improve outcomes for all public-school students in the state by providing leadership, guidance, and support to school systems; every child, prepared for success in college, career, or the military.

TEA has adopted a strategic plan comprised of four strategic priorities built upon five key actions identified below. These may be updated in the future and can be found on the TEA website located here, <https://tea.texas.gov/about-tea/welcome-and-overview/tea-strategic-plan>:

- Strategic Priorities
 - Recruit, support and retain teachers and principals
 - Build a foundation for reading and math
 - Connect high school to career and college
 - Improve low-performing schools
- Key Actions (Continuous Improvement)
 - Supported Educators
 - Ready Students
 - Rigorous Engagement
 - Aligned Systems
 - Actionable Goal-setting



This procurement supports TEA’s strategic plan directly related to Rigorous Engagement. Identifying high-quality instructional materials helps to ensure that all students engage with rigorous content.

This procurement is authorized by Texas Education Code §31.025 and Senate Bill 1, 89th Regular Legislative Session, 2025, Article III, Rider 2.a.(3).

Pursuant to [Texas Government Code §§2151.004\(d\)](#) and [2155.131](#), The Office of the Comptroller of Public Accounts has delegated authority to TEA to conduct this solicitation and to award a contract for the purposes stated herein.

1.4. Anticipated Schedule of Events

DATE	EVENT
September 22, 2025	Publication of solicitation in the Electronic State Business Daily (ESBD) at: http://www.txsmartbuy.com/esbd . Contractors must have an Euna Procurement (Bonfire) account to provide a submission to TEA. HUB-related questions must be directed to the HUB Office HUBOffice@tea.texas.gov
September 26, 2025	Last day to submit written questions about this solicitation no later than 2:00 P.M. Central Time. Submit questions via Contractor Discussion in the Bonfire portal
October 3, 2025	Final publication of questions and answers
October 3, 2025	TEA preferred date to receive Notice of Intent to submit an offer

October 22, 2025	Response(s) due no later than 2:00 P.M. Central Time
October 2025 – November 2025	Response Check-In, Evaluations, and Oral Presentations (if required)
November 2025 – December 2025	Commencement of contract negotiations with selected contractor(s)
January 2026	Anticipated start date of contract

1.5. Contract Term

The contract term is for a total of four state fiscal years commencing from contract execution or an agreed-upon contract start date. Any period starting at contract execution or agreed upon contract start date that is less than a state fiscal year will not count toward the total number of state fiscal years. All contracts are subject to appropriation of funds by the Texas Legislature.

Contractors must not perform any work before both parties have signed a contract. TEA will not pay for services the contractor performs for TEA prior to contract execution.

1.6. Budget

TEA may award one or more contracts from this solicitation. TEA reserves the right not to award a contract from this solicitation. Responses must include a detailed Task, Activity, Deliverable, and Budget Plan (TADBP), as described elsewhere in this solicitation and in **Attachment E**. The TADBP must clearly identify offered prices related to each deliverable for each fiscal year of the contract. The TADBP must be valid for at least 120 business days from the solicitation closing date.

The proposed budget and payments to a contractor must be based on satisfactory completion and TEA acceptance of deliverables. TEA will establish monthly invoicing procedures for the awarded contract(s) aligned to completion and acceptance of the deliverables. TEA will pay invoices for the satisfactory performance of services, receipt with acceptance of specified deliverables, and receipt of properly prepared invoices and supporting documentation.

1.7. Scope of Work, Project Description, and Project Requirements

This solicitation is designed to seek high-quality responses from contractors for the following services.

TEA is leading a statewide effort to modernize and streamline the review and approval of instructional materials through the IMRA process, as authorized by HB1605 (88th Texas Legislature). This initiative includes the development and ongoing enhancement of im.tea.texas.gov, the primary digital platform supporting the IMRA process.

TEA's vision is to ensure that all Texas students have access to high-quality instructional materials that are aligned with state standards, meet the needs of diverse learners, and are accessible to educators, families, and the public. The IMRA platform is central to this vision,

serving as the digital hub for publishers, reviewers, educators, and the public to engage with the instructional materials review process.

The successful contractor will play a critical role in the continued development, maintenance, and support of the IMRA platform, including:

- Enhancing the core IMRA application to support publisher submissions, expert reviews, public transparency, and reporting.
- Developing a new web-based module to support the local classroom review process, which allows educators across the state to evaluate instructional materials in real classroom settings. This module must be intuitive, secure, and scalable to accommodate thousands of educators and reviewers.
- Ensuring accessibility and compliance with:
 - [WCAG 2.1 AA standards](#)
 - Data privacy requirements (See **Attachment B**, Section 19 Confidential Information, FERPA, and Information Security Requirements)
 - TEA's branding [Branding Standards | Texas Education Agency](#)
 - TEA's security policies (See **Attachment B**, Section 20. Information Security Requirements)
- Providing agile development services, including sprint planning, backlog refinement, user story development, testing, and deployment.
- Collaborating closely with TEA staff, including product owners, program leaders, and IT stakeholders, to ensure the platform meets evolving program needs and legislative requirements.
- Delivering user-centered design and usability improvements based on ongoing research, feedback, and analytics.
- Supporting integration with TEA's internal systems and data infrastructure, including future connections to the agency's data lake.

TEA requires a minimum of 3 scrum teams for this RFO. Responses should include sufficient staffing to support this level of work.

TEA expects the contractor to bring a highly skilled, collaborative team with experience in agile software development, user experience design, accessibility, and enterprise-level web application support. The contractor must demonstrate a strong understanding of public-sector technology projects and a commitment to transparency, quality, and continuous improvement.

The success of this project depends on the contractor's ability to deliver a stable, user-friendly, and adaptable platform that supports TEA's long-term goals for instructional materials quality, transparency, and educator empowerment.

TX-RAMP

Pursuant to [TGC 2063](#), the awarded contractor must comply with the requirements of the state risk and authorization management program. The awarded contractor must maintain compliance of the requirement throughout the term of the contract. Any third-party cloud computing services leveraged as part of the contract to store, process, or transmit TEA data is subject to Texas Risk and Authorization Management Program (TX-RAMP) requirements and must be disclosed as part of the response. Additional information about TX-RAMP can be found on the DIR website here: [Texas Risk and Authorization Management Program \(TX-RAMP\) | Texas Department of Information Resources](#).

The TX-RAMP certification application can be found here: [TX-RAMP Scoping Tool for Vendors Survey](#)

Contractors must provide answers regarding TX-RAMP in **Attachment J**.

Electronic and Information Resources (EIR) Accessibility Standards

Any EIR produced as part of the resulting contract must follow all accessibility standards referenced in **Attachment B**. EIR includes documents, websites, and audio & video presentations. These standards include but are not limited to the following requirements:

1. All images and other non-text objects must contain appropriately descriptive alternative text and null alternative text;
2. Tables should only be used for tabular data and must include valid row and column header tags;
3. Header tags (h1, h2, etc.) must be used to convey document structure;
4. Users must be able to navigate the web pages, including all links, features, forms, navigations, and sub-navigation, using the keyboard only;
5. All scripted features must be able to function using the keyboard only with losing focus;
6. All form fields must have descriptive form labels;
7. All information conveyed with color must also be available without color;
8. Foreground and background color combinations must provide sufficient contrast when viewed by someone with color deficits or when viewed on a black and white screen; colors used in the design must be WCAG 2.1, Level AA standards for color/contrast ratio; and
9. Video and audio content must follow accessibility guidelines and include closed captioning and audio descriptions; audio files must include written transcripts; audio and video controls must be operable using a keyboard only.

Cybersecurity Training

If the awarded contractor requires access to any state computer system or database, the awarded contractor shall complete cybersecurity training and verify completion of the training program to TEA pursuant to and in accordance with [TGC 2063](#). (**See Attachment B**)

Transition Plan

To facilitate the transition of the application to TEA maintenance and continual oversight, the contractor must:

1. Create and maintain a development manual throughout the project that includes clear and detailed descriptions of how the application was designed and built and all applicable code tables.
2. Participate in knowledge transfer meetings with TEA IT and program staff at least twice a year to provide relevant information about the application build (i.e., info from the development handbook), walkthroughs of development.

The Outgoing Contractor shall submit to TEA requested reports and data. TEA will not release the final invoice until all materials are returned to TEA or their designee. TEA Contract Manager shall approve the transition plan prior to its implementation. The transition plan must minimize the impact on continuity of operations and maintain communication with TEA Contract Manager and the new contractor.

Security and Data Privacy Requirements

Appropriate levels of security shall be implemented to meet federal, state, and local regulations, particularly the Family Education Rights and Privacy Act (FERPA) and Health Information Portability and Accountability Act (HIPAA). **(See Attachment B)**

1. TEA and its business partners are required to comply with TGC 2063, requiring all data agency websites or applications that process sensitive personal information or confidential information be subjected to vulnerability and penetration testing, and to address any vulnerability identified.
2. Websites shall be accessible through a secure connection (HTTPS-only, with HTTP Strict Transport Security (HSTS)), utilizing Transport Layer Security (TLS) version 1.2 or higher. TEA retains the right to scan websites for vulnerabilities and requires remediation of identified issues in a timely manner not to exceed three months, compliant with the Payment Card Industry Data Security Standards (PCI DSS) at a minimum.
3. Provide secure configuration guidelines that were utilized that fully describe all security relevant configuration options and their implications for the overall security of the software. The guidelines shall include a full description of dependencies on the supporting platform, including operating system, web server, and application server, and how they should be configured for security.
4. The following sample list of requirements is given to exemplify best application and development practices:
 - a. Usage-limiting techniques and other protective countermeasures wherever a denial-of service or automated attack vulnerability is clearly inherent in the architecture.
 - b. Sufficiently strong encryption, per industry standards, wherever confidential data is at rest or traverses a network.

- c. Effective error handling that does not return unnecessarily verbose message to the user that could be used to gain insight into the application internals or other privileged processes or data.
5. The contractor will notify TEA immediately upon learning of any actual or suspected security breach or denial of service attack. A security breach is an incident in which sensitive, protected, or confidential data may have been viewed, stolen, altered, or used by an individual unauthorized to do so. A denial-of-service attack is a cyber-attack where the perpetrator seeks to make a machine or network resource unavailable to its intended users by temporarily or indefinitely disrupting the services of a host connected to the Internet.

Service Level Agreements:

1. Bugs at the highest level of priority are those that prevent customers from using the application, users are unable to meet deadlines, or major functions are not working as suspected. These bugs are prioritized for the same day fix. Bugs that impact critical features of the application, but where workarounds exist, must be corrected within 30 calendar days. Bugs that result in non-critical, but important features being unavailable to the end user must be corrected within 60 calendar days.
2. A threshold of 10 bugs that escape production for any release will be used as the quality threshold to not pay for that deliverable.
3. For any highest priority, critical production bugs, the contractor will engage in a root-cause analysis to identify any quality control or other issues to understand why the problem happened and develop a plan to prevent re-occurrence.
4. Best-in-class performance and response time. (See **ATTACHMENT E1: SERVICE LEVEL AGREEMENT**)

1.8. Project Success Metrics

Parameter	Description	Priority	Objective	Acceptable +/- Variance
User Satisfaction	<p>User satisfaction and positive feedback: Measure the extent to which users are satisfied with the new application and offer positive feedback</p> <p>Measurement Method:</p> <p>Post-Implementation Survey: A comprehensive survey administered to users quarterly each year. Questions will focus on ease of use, task completion, information relevance, and overall satisfaction. The contractor will be responsible for creating the survey with approval from TEA on the format, questions and distribution method.</p>		85% user satisfaction rating	+/- 5%
Data Driven Insights & Decision Making	<p>Provide actionable data insights to enhance strategic decision-making and improve efficiency through comprehensive reporting and analytics</p> <p>Measure the impact of the software on the speed and accuracy of decision-making processes.</p> <p>Measurement Method: Analysis of decision-making cycle times (before and after software implementation), comparison of decision outcomes against Key Performance Indicators (KPIs), and user surveys assessing the perceived value and usability of the data insights provided by the software.</p>		10% reduction in process time and 10% decrease in maintenance costs.	+/- 5%

Project Acceptance Criteria

- Each deliverable meets the requirements and specifications outlined in the SOW.
- Contractor provides comprehensive training and documentation that is accessible and available for TEA staff and end-users.
- Stakeholders are satisfied with the functionality and design of the application.
- TEA IT stakeholders understand what is required for ongoing application management and maintenance.
- The application adheres to all applicable laws and regulations, such as data privacy and accessibility standards.
- The application adheres to performance and security requirements.
- The application adheres to all relevant WCAG 2.1 AA accessibility standards
- TEA branding guidelines.
- The application functions flawlessly across all modern devices and browsers.
- The application is fully functional, accessible, and user-friendly.
- The application is optimized for scalability, reliability, and maintainability.
- The application successfully integrates with TEA systems.
- The application undergoes Independent Verification and Validation (IVV) to ensure there are independent reviewers checking the application to ensure it meets the requirements and specifications.
- The project success metrics are met within the variance specified.
- User testing validates the usability and effectiveness of the application.

Known Risks, Constraints, and Dependencies

Known Risks

- **Change in project scope:** While the project will adhere strictly to the scope defined in this SOW, TEA's priorities or user needs may evolve during the project, requiring adjustments to the release or sprint scope and potentially impacting deadlines and budgets.
- **Stakeholder management:** Coordinating with various stakeholders within TEA and across government agencies can be complex, leading to potential delays or conflicting feedback.
- **Technical compatibility:** Integrating the new website with existing TEA systems and ensuring compatibility with various devices and accessibility standards could present technical challenges.

- **Security concerns:** Protecting sensitive user data and government information must be a top priority throughout the project, requiring adherence to strict security protocols.
- **Communication gaps:** Inadequate communication about approved changes or status of change requests can lead to confusion and rework among team members.

Constraints

- **Approval Processes:** The multi-layered approval processes for certain types of changes (e.g., budget, contractual, procurement) can limit flexibility and potentially slow down the project if timelines for approvals are not taken into consideration.
- **Budget limitations:** The project will have a defined budget, which may limit the options for technology, design, and development. As with all state appropriated funding, the budget may expire at the end of the biennium.
- **Documentation Requirements:** Time required to ensure clear and detailed reporting of requirements, design, and issues must be considered when attempting to gain approval for contractual deliverables, especially when tied to payment.
- **Timeline constraints:** Meeting the desired launch date may require working under tight deadlines and prioritizing critical features over less essential ones.
- **Limited IT resources:** TEA may have limited internal IT resources to support the project, requiring the contractor to provide comprehensive technical expertise and support.
- **Existing branding guidelines:** The new application or website must adhere to established TEA branding guidelines, limiting design flexibility in some areas.
- **Accessibility compliance:** Meeting current WCAG 2.1 AA accessibility standards is mandatory for government websites, adding an additional layer of complexity to development and testing.
- **Project Management Tools:** The project team must use TEA's suite of tools (e.g., Jira Software, Jira Advanced Roadmaps, Jira Dashboards, Jira Service Management, Modern Requirements, Zephyr Scale, and Tempo) to manage roadmaps, schedules, sprint activities, and reporting. Additionally, the project team must utilize Microsoft 365 products and Smartsheet.
- **Contractor staff:** Contractor team members will be required to onboard TEA as a contractor and use a TEA email address and TEA Microsoft and TEA licensed software or tools. All work must be conducted on the TEA network for this project.
- **Technology Review Committee:** All software and hardware must be approved by TEA's Technology Review Committee prior to use.
- **Software and Documentation:** All software and documentation, including data, code, designs, open-source contributions, and deployment tools, produced by the awarded contractor shall be owned by TEA and may be released into the public domain.
- **Software Build and Deployments:** All software builds and deployments must follow TEA's IT Dev Ops procedures.

- **Infrastructure Change Control Board:** All software and hardware configuration changes that are accessed through the TEA network must be approved by TEA's Infrastructure Change Control Board (ICCB).
- **Independent Verification and Validation:** All software delivered by the contractor must show evidence of completing IVV to ensure there are independent reviewers checking the product or system and ensuring it meets the requirements, specifications, and application quality needs.
- **Open-Source Initiative:** The awarded contractor is encouraged to prioritize public domain or Open-Source Initiative-compliant software when incorporating external software. Promptly disclose any licensed software to TEA in writing and documentation. Adhere to open-source license guidance or include license terms within the work. Obtain written permission from TEA before using non-OSI-compliant software and assign rights to TEA if granted.

Dependencies

- **Third-party integrations:** The application or website may need to integrate with external systems or APIs, requiring collaboration with third-party contractors.
- **Data access and permissions:** Access to existing website content and development needs to be clearly defined and granted by TEA.
- **Availability of internal testing resources:** User acceptance testing, and quality assurance may require resources from both TEA and the contractor to be available at specific times.
- **Clear communication and documentation:** Consistent communication and comprehensive documentation are essential for managing expectations and ensuring smooth project execution and payment on contractual deliverables.
- **Change Requests:** Reviewing and implementing change requests relies on the approval from the project's change control board.

Key Personnel: The awarded contractor must designate a Project Manager, Scrum Master/Project Manager, Project Coordinator, Architects, Business Analyst, UI/UX Developer(s), and a Technical Lead as Key Personnel for this project. The Lead User Researcher must have a full understanding of the user research and design approach to be used by the contractor's development team and will be responsible for ensuring that the contractor's development team follows that approach. The Technical Lead must have a full understanding of the technical approach to be used by the contractor's development team and will be responsible for ensuring that the contractor's development team follows that approach. Contractors proposing Key Personnel who are not currently employed by the contractor, or a teaming partner, must include a signed letter of intent from the individual proposed as Key Personnel that he/she intends to participate in this project for at least one (1) year.

1.9.Collaboration

The awarded contractor(s) will collaborate closely with TEA staff for this project. These responsibilities include, for example:

Awarded Contractor Responsibilities:

- Engaging in ongoing, responsive communication about the project(s);
- Participating in scheduled project meetings;
- Working continuously on the project, including during summer months;
- Adhering to the TADBP, or other schedules for deliverables as specified by TEA after consultation with the awarded contractor, including offered deadlines for draft work products;
- Obtaining advance written approval from TEA prior to any staffing changes or additions, especially changes to key staff members assigned to this project;
- Producing high-quality drafts of all submitted work products, reports, evaluation plans, analysis plans, and instruments, etc. with minimal typos and in alignment with applicable guidelines (branding, accessibility, reading level, etc.);
- Adhering to policies and procedures regarding use of confidential data and data collection procedures;
- Adhering to policies and procedures regarding fingerprinting and criminal background checks prior to conducting any school visits, as applicable; and
- Adhering to all terms and conditions of the contract with TEA, for example, following the change management process for contract revisions; informing TEA of changes in ownership, key staff, or subcontractors; and immediately reporting actual or potential conflicts of interest to TEA.

TEA Responsibilities:

- Providing awarded contractor(s) and any subcontractors information on changes in legislation, reporting needs, or any other activities that may impact the project(s);
- Collaborating with the awarded contractor(s) to address unforeseen developments, identify issues, and propose solutions;
- Coordinating support and resources for the project;
- Providing necessary data and documentation;
- Reviewing and approving the contractor's evaluation and analysis plans, including all qualitative and quantitative methodologies and data analyses;
- Reviewing use of data, data sources, data manipulation, data processing business rules, and analytic results;
- Monitoring the awarded contractor's progress to ensure compliance with contract terms;
- Reviewing and approving monthly invoices (including disputing invoices as necessary and working with contractor(s) to resolve disputes);

- Monitoring the awarded contractor's performance and compliance with the terms and conditions of the contract, including following the change management policy for all amendments and budget revisions and
- Monitoring proper transmission and destruction of data.

1.10. Contract Monitoring and Dispute Resolution Procedures

TEA monitors its contracts to ensure contractors adhere to the terms and conditions of their TEA contracts and to prevent fraud, waste, and abuse. TEA Contract Managers carefully review invoices to verify the following:

- Services and/or products provided are included in the contract;
- Charges match the contract budget and pricing clearly ties to the task plan;
- Invoice charges are within scope, allowable, and reasonable;
- Invoice amounts are tied to specific contract tasks with enough supporting documentation to show that services and/or products were received and were of acceptable quality; and
- Each invoice shows the contract number, purchase order number, dates of service, tasks, and pricing.

All pricing provided in the response should include a specific deliverable or a set of deliverables that demonstrate successful completion of activities. All activities must have documentation to support their completion. TEA reserves the right to reject services and/or products which do not address the deliverables stated in the contract and do not meet TEA quality review.

In addition to carefully reviewing invoices prior to authorizing payment, TEA Contract Managers conduct ongoing contract monitoring activities depending on the nature and risk factors associated with the contract. Examples of standard contract monitoring activities include:

- Monitoring the contractor's progress and performance to ensure services and/or products conform to the contract requirements;
- Managing, approving, and documenting any changes to the contract through the change management process authorized by the terms of the contract;
- Maintaining documentation verifying that services and/or products were reviewed and accepted;
- Monitoring the contract budget to ensure sufficient funds are available throughout the term of the contract;
- Identifying and resolving disputes with the contractor promptly;
- Exercising legal remedies, as appropriate, when a contractor's performance is deficient; and
- Confirming all services and/or products have been delivered and delivery is completed prior to the expiration date of the contract.

TEA will determine whether a contract should be subject to enhanced monitoring, an increased level of monitoring. For example, a contractor who has access to sensitive data or contact with students may be subject to enhanced monitoring. In addition to the responsibilities that come

with standard contract monitoring, Contract Managers may implement any of the following examples of enhanced monitoring measures:

- Developing a Quality Assessment Plan (QAP) to document contract monitoring activities;
- Holding regular project management meetings with contractors to ensure the project is meeting established milestones and deadlines;
- Reviewing contractor-prepared progress reports;
- Reviewing satisfaction surveys from training attendees or other quality assurance reports;
- Implementing a corrective action plan if the contractor is not meeting contract performance expectations;
- Monitoring contractor performance and invoking applicable remedies for contract breaches (for example, liquidated damages assessed for service level agreement breaches); and
- Monitoring contractor's access to sensitive data and ensuring data is handled properly and returned or destroyed at the end of the contract, as appropriate.

TEA expects contractors to support these monitoring efforts, including responding promptly to requests for documentation and working together in good faith to resolve disputes.

In the event of a dispute, TEA will make every effort to resolve the issue(s) with contractor's project staff before escalating to executive-level management. Throughout the dispute resolution process, the parties should make a good faith effort to work together toward a mutually beneficial resolution. Resolution may include corrective action plans, substitutions, liquidated damages, or other remedies, as appropriate.

2. Submission Process and Instructions

2.1. Response Format

Contractors must submit a complete response and follow all the instructions contained within this solicitation. Responses with conditional clauses, alterations, or irregularities are subject to rejection by TEA in its sole discretion. Contractors must submit responses electronically and ensure TEA **receives them** no later than the deadline stated in the Anticipated Schedule of Events. TEA will not accept late responses.

Response Format and Requirements:

- Complete and upload all required documents listed under the Requested Information section in Bonfire.
- The file name should be short but descriptive and avoid special characters. Use capital letters, hyphens, or underscores instead of spaces or periods. (i.e., 25-009_CompanyName_Response).

- Contractors must ensure an authorized representative sign all required forms and those signatures are included in the electronic file (digital signatures or scanned ink signatures are both acceptable).
- The contractor must sign the Execution of Offer contained within **Attachment B**. By signing the Execution of Offer, the contractor affirms that all statements within the response are true and correct. Discovery of any false statement in the response may void the submitted response or any resulting contracts.
- Contractors must submit responses electronically via Bonfire.

2.2.Electronic Submission Process

Submission via Bonfire

TEA will only accept responses using the Bonfire electronic bidding portal as a secure electronic submission method. Please upload your submission to Texas Education Agency Bonfire Portal. Responses will not be accepted by email or facsimile.

Once uploaded, the Bonfire platform will notify TEA of the upload. Contractors will receive a submission confirmation number upon successful submission response. The file(s) will be dated and time-stamped upon upload and the system will provide a confirmation number to the contractor's email address. Contractors are advised to plan accordingly to ensure TEA receives the response ahead of the deadline. Once the close date has passed, you will not have an opportunity to change any of the submitted documents.

*****Please note the location, type, and requirements of these forms. Failure to submit required documents will result in a contractor's disqualification from consideration for this procurement. Forms must be submitted at the specified location in Bonfire*****

Intent to Submit a Response

TEA requests contractors notify TEA as soon as possible of their intent to submit a response on the Bonfire platform. Toggle the "Intent to Bid" checkbox in Bonfire to confirm the intent to submit a response. Notifying TEA of an intent to submit a response in no way obliges a contractor to submit a response. You will not be able to prepare a submission unless you submit "Yes".

2.3.Communication

To protect the integrity of the procurement process, contractors must adhere to the communication procedures outlined in this solicitation.

Bonfire Registration

To contact TEA or ask questions in relation to this solicitation, contractors must register at [Euna Procurement \(Bonfire\)](#) and initiate communication electronically through the Vendor Discussions section.

To assist with registration, submission of a response, and learning how to get started with Bonfire, access the [Bonfire online knowledge base](#). For questions or support when using the platform contact the Bonfire support team at support@gobonfire.com.

Limited Contact Policy

Contractors may contact the TEA Historically Underutilized Business (HUB) office at HUBOffice@tea.texas.gov for the purpose of addressing HUB and HUB Subcontracting Plan (HSP) questions only.

TEA will not accept phone inquiries regarding this solicitation.

Non-procurement staff at TEA may not discuss this procurement with outside parties. If a potential contractor fails to observe this prohibition or attempts to circumvent the limited contact policy, their response may be subject to disqualification.

The limited contact policy does not apply to discussions concerning matters unrelated to this procurement, including business related to current contracts with TEA.

Question and Answer Process

Contractors may submit questions within the date and time specified in the Anticipated Schedule of Events. Any questions or needed clarifications pertaining to this solicitation shall be submitted through Bonfire Opportunity Q&A. TEA will compile questions and related responses into one or more addenda documents and post them on the Bonfire platform. It is the contractor's responsibility to review any addenda documents before submitting.

Communication after the Response Due Date

Between the response due date and contract execution, TEA may communicate with contractors to:

- Seek clarification regarding response(s).
- Invite contractors to participate in oral presentations.
- Conduct negotiations, including requesting a potential contractor's best and final offer (BAFO).
- Exchange information required to facilitate a potential contract award.

TEA will notify all contractors of the award or non-selection upon contract execution. The Limited Contact Policy remains in force until all contract(s) from this solicitation have been executed.

2.4. Response Requirements

TEA will not consider late or incomplete responses. Responses that address only part of the requirements of this solicitation are non-responsive.

Failure to formalize the terms of the response by signing the Contract Terms, Conditions and Affirmations, Response Preferences, and Execution of Offer, (**Attachment B**) will result in disqualification of the offer contained within the response.

Contractors must carefully review and complete all forms within the solicitation. TEA encourages contractors to review [TAC § 20.285](#) regarding the good faith effort requirements of the HSP and to reach out to the HUB Office at HUBOffice@tea.texas.gov with questions. Failure to comply with HUB requirements, including correctly filling out all HUB related forms, will result in disqualification.

TEA reserves the right to reject responses and to negotiate portions thereof, including the offered TADBP and identified personnel.

Contractors must furnish clarifying information to TEA if requested. Failure to provide the requested material or information may disqualify the response.

The selected contractor must collaborate with TEA staff to clarify the project design, design of the materials, project activities, and/or other work products, and modify these items, if necessary.

All responses received in response to this solicitation are the property of TEA. TEA is not liable for any costs incurred in the preparation or submission of a response.

Texas Bidders Affirmation

Respondent certifies that if a Texas address is shown as the address of the Respondent on this response, Respondent qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.

Texas Public Information Act

Responses submitted in response to this solicitation are subject to release under [TGC, Chapter 552, Public Information Act](#). If TEA receives a Public Information Act request for responses received under this solicitation, contractors may have the opportunity to demonstrate that some or all their offer falls into one or more exceptions to disclosure. Contractors should indicate on the response cover if their submission contains proprietary information and identifies the specific sections within the response that are proprietary. It is not sufficient to mark every page as confidential; rather, contractors should identify specific information or sections as proprietary.

Historically Underutilized Business (HUB) Subcontracting Plan (HSP)

In alignment with state law and public policy, TEA encourages contracting and subcontracting opportunities for HUBs in all contracts. If TEA determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan (HSP) is a required element of the response.

Statement of Probability

TEA has determined that subcontracting opportunities are probable in connection with this procurement. Therefore, ALL contractors must submit an HSP in their response. Responses that do not include an HSP will be rejected for non-compliance.

If the contractor is itself a HUB, the HSP is still required to identify the percentage of the work to be performed by subcontractors and document whether the contractor is self-performing or made a good faith effort to subcontract work to other HUBs.

If the contractor (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 response.

The contractor shall develop and administer the HSP as a part of the response in accordance with the TEA policy on utilization of HUBs and State law. The contractor must make a good faith effort and solicit a minimum of three Texas-certified HUBs from the State's Centralized Master Bidders List (CMBL) / HUB Directory for work that they cannot complete with their own staff and resources. The contractor must also notify minority or women trade organizations or development centers of subcontracting opportunities. Additional requirements are listed in **Attachment C. In addition to a completed HSP, contractors planning to subcontract portions of their work for TEA are required to provide supporting documentation to support good faith efforts under Method A or Method B** (for example, emails between the contractor and potential subcontractors, trade organizations, and development centers).

The HSP will be incorporated into the contract between TEA and the selected contractor.

HUB Subcontracting Goal

The HUB subcontracting goal for this procurement is 26.0% minority-owned, woman-owned, and/or service-disabled veteran-owned business participation.

TEA encourages contractors to collaborate with the HUB Office to develop mentor-protégé opportunities. Under 34 TAC § 20.298, a contractor'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 work to be subcontracted with the protégé.

HUB Subcontract Progress Assessment Reporting

The contractor will be responsible for maintaining business records documenting compliance with HUB Program requirements. The contractor must submit a Progress Assessment Report (PAR) monthly documenting all subcontractor payments made in the preceding month. Submission of the PAR is a condition for payment. PARs are due no later than the 10th day of the following month. The PAR must be submitted monthly, even if no subcontracting activity occurred during the month, to TEA's HUB Office at HUBOffice@tea.texas.gov.

How to Find Texas Certified HUBs for Subcontracting Opportunities

Manufacturers, suppliers, and other vendors, including Historically Underutilized Businesses, may be found on the Centralized Master Bidders List (CMBL) / HUB Directory at: <https://comptroller.texas.gov/purchasing/vendor/cmbll/>. Vendors are listed by the National Institute of Governmental Purchasing (NIGP) commodity codes for which they've self-identified as related to the service and/or goods they provide. TEA has identified the following *sample list*

of NIGP commodity codes that may be related to this solicitation, but each contractor is responsible for identifying the subcontracting needs for their unique proposal.

1. Class Code: 915 – COMMUNICATIONS AND MEDIA RELATED SERVICES

Item: 28, Electronic Information and Mailing Services

Item: 96, Web Page Design, Management and Maintenance Services

2. Class Code: 920 – DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES

Item: 03, Application Service Provider (ASP), Web Based Hosted

Item: 21, Data Entry Services

Item: 48, Storage Services, Data Media

Item: 66, System, Network, Database, DBA Administration Services

Item: 91, Training, Computer Based, Software Supported

3. Class Code: 924 – EDUCATIONAL AND TRAINING SERVICES

Item: 71, School Operation and Management Services

4. Class Code, 958 – MANAGEMENT AND OPERATION SERVICES

Item: 23, Computer Management Services

Item: 68, Support Services, Management

Item: 77, Project Management Services

Item: 82, Records Management Services, Including Document Management Services and Technology Integration

2.5. Conflict of Interest

An entity 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. The contractor must disclose any existing or potential conflicts of interest or possible issues that might create appearances of impropriety relative to the submission of a response by the entity and its proposed subcontractors. The contractor must complete the Conflict of Interest Analysis Form in **Attachment G**. **TEA will not accept information provided in other areas of the offer as satisfaction in lieu of full completion of the Attachment G form with the required attachments. TEA recommends the completed form and responsive attachments be incorporated into a separate and distinct section in the response.** Failure to provide this information will result in disqualification from further consideration.

As part of this disclosure requirement, each response must include all past and present contractual, business, financial, or personal relationships between the contractor or

contractor's staff and TEA and between the contractor's planned subcontractors or such subcontractor's staff, if any, and TEA. **Failure to disclose the identities of known subcontractors in Attachment G will subject a response to disqualification.**

For purposes of this disclosure requirement:

- "Past" means within the two calendar years prior to the deadline for submission of a response to this solicitation;
- "TEA" means the statewide elected official who heads TEA, as well as TEA's employees or recent former employees;
- "Recent former employee" means a TEA employee who has terminated TEA employment within the two calendar years prior to the deadline for submission of responses in response to this solicitation;
- "Personal relationship" means a current or past connection other than a clearly contractual, business, financial, or similar relationship and includes family relationships or other connections outside simply providing a response to this solicitation; and
- For this purpose, "family relationship" means a relationship within the third degree of consanguinity or second degree of affinity. TGC Chapter 573 defines these degrees of consanguinity and affinity.

Connections other than such family relationships fall within this definition and must be disclosed, if:

- A reasonable person could expect the connection to diminish the contractor's independence of judgment or effectiveness in the performance of its responsibilities to TEA or the State under the contract; or
- If a reasonable person could expect the connection, within the overall context of the contractor's submission of a response, possible selection for an award, or its performance of the contract, to create an issue for TEA's consideration relative to a potential appearance of impropriety or conflict of interest.

For each item, the contractor must provide a detailed explanation as to why the entity does or does not believe such an item poses a conflict of interest, potential conflict of interest, or appearance of impropriety relative to submission of a response, possible selection as contractor, or its performance of the contract.

The contractor must certify compliance with [TGC § 669.003](#), relating to contracting with the executive head of a state agency. If TGC § 669.003 applies, the contractor must provide the following information: name of former executive; name of state agency; date of separation from state agency; position with the contractor; and date of employment with the contractor. The contractor agrees that it has a continuing duty to supplement its response under this provision and that its duty to disclose any conflicts of interest is an ongoing obligation throughout the term of the contract. The contractor must submit updated information as soon as reasonably possible upon learning of any updates that are required to these mandatory disclosures.

Certificate of Interested Parties Form 1295

A state agency may not enter into certain contracts with a business entity unless the business entity submits a certificate of interested parties form. Subject to the exemptions found in [TGC § 2252.908\(c\)](#), the law applies to any state agency contract that either: (i) requires an action or vote by the governing body of the state agency or entity before the contract may be signed; or (ii) has a value of at least \$1 million.

The Form 1295 is not required to be submitted with the response. The contractor recommended for an award will be required to submit Form 1295 electronically through the Texas Ethics Commission's website. An authorized agent of the contractor must sign the printed form. TEA will notify the Texas Ethics Commission of receipt of the filed Form 1295 as required.

3. Response Format and Content

Contractors must submit responses in the specified location, file type, and requirements listed on the Bonfire portal. Forms requiring signatures must be signed (digital signatures or scanned ink signatures are both acceptable). Responses may be deemed non-responsive if requested documents are not submitted. Responses must also be submitted in a manner that does not carry any personal benefit or value for members of the evaluation team or other TEA staff.

Responses must include a completed cover page questionnaire **Attachment D: Response Cover Page and Questionnaire**.

3.1. Requested Information

Responses should be organized, indexed, and clearly labeled according to the contents below. Bonfire provides a Requested Information section to assist contractors with including all required information in their response and to assist the evaluation team during their review of the responses. The contractor should refer to the appropriate section of this solicitation for detailed information on the items listed in the checklist. **Failure to provide the required information will result in the disqualification of the response from consideration.**

REQUESTED INFORMATION	
Project Success Metrics	Section 1.8
Understanding of the Project, Methodology, and Technical Components	Section 3.2
Staffing Plan, Experience, Qualifications, Evaluating, and Management	Section 3.3
Signed Contract Terms, Conditions and Affirmations, Response Preferences, and Execution of Offer	Attachment B
HUB Subcontracting Plan	Attachment C
Response Cover Page and Questionnaire	Attachment D, Q-46ET
Task, Activity, Deliverable, and Budget Plan	Section 3.4, Attachment E

Conflict of Interest Analysis Form <i>including</i> all attachments (i.e. organization charts, resumes, etc.)	Section 2.8, Attachment G
Information Security Review	Attachment H
Data Center Services (DCS) Infrastructure	Attachment I
TX-RAMP Questionnaire	Attachment J

3.2. Understanding of the Project, Methodology, and Technical Components

The response must communicate an understanding of an agile approach for Application Development, Maintenance, Support Business Intelligence/Data Warehouse Comprehensive Web Development and Managed Services of Instructional Material Review and Approval (IMRA) and organizational experience in the areas of the project. The response must also describe the tasks to be performed, identify potential problems in the execution of the project, and provide methods to identify and solve such problems. The contractor must describe clearly, specifically, and as completely as possible, the methodology for carrying out the objectives and requirements of the project.

The response 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 solicitation. The contractor should append technical evidence relating to the contractor's ability to perform the proposed services to the response. This evidence is intended to provide TEA with examples of how the contractor'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 project. The overall quality of these components and the response itself will be considered.

Failure to provide a response to the requirements in this section will result in the disqualification of the offer from consideration.

3.3. Staffing Plan, Experience, Qualifications, Evaluation, and Management

The contractor must provide a comprehensive staffing plan that details the proposed team structure for the Project. At a minimum, the contractor must include the following information:

- Evidence of the ability to perform the tasks described in this solicitation;
- Evidence, to include samples, of successful past performance for similar projects;
- Name and detailed resume of the proposed Project Manager(s) who will direct the overall project throughout the duration of the contract, if awarded;
- Names and resumes for each member of the proposed project team including the time allocations proposed personnel will devote to fulfillment of the contract. (Resumes of all project staff members shall be submitted as an appendix. If the resumes include references, the references will not be considered in the review.); and

- Names, resumes and organizational chart(s) of all proposed subcontractors and who will participate in the project;
- At least three similar project experiences within the past five years similar in size, scope, and complexity to the one described in this solicitation. Contractors should also include information about current and/or past TEA contracts (and project managers) but this information should be provided *in addition* to the non-TEA projects and references. The response must include a description of each project and include **at least one customer reference contact per project**, including current contact information. For each reference provided, the response should include the:
 - Organization/Company name, point of contact with the current telephone number and email address;
 - Industry/subject focus, project description, implementation dates and total contract value; and
 - Key milestones and deliverables
- TEA may contact references to verify past performance such as:
 - Quality of deliverables, methodology and timeliness/adherence to schedule and budget;
 - Business conduct and innovation; and
 - Problem resolution and customer satisfaction.

Roles and Responsibilities

At least two scrum teams will be dedicated to new development and enhancements and one additional team will be dedicated to maintenance and website analytics. Clearly defined roles for each team member, aligning with Agile methodologies (e.g., Scrum Master, Business Analysts, Contractor Project Manager, Project Coordinator, Technical Architects, Developers, Testers, UI/UX, Design, Technical Leads, etc.).

Team Member Profiles

For each role, a brief description of the required skills, experience, and qualifications, including:

- Years of Experience: Years of experience in proposed technology and Agile methodologies
- Anticipated Level of Engagement: Anticipated level of engagement throughout the project
- Technical Skills: Proficiency in specific programming languages
- Soft Skills: Strong communication, collaboration, and problem-solving abilities

TEA reserves the right to review and approve the proposed resources before they are assigned to the project.

Resumes: Resumes for the proposed Lead User Researcher and Technical Lead, not exceeding two pages each, highlighting relevant experience and capabilities.

Letters of Intent: Signed letters of intent to participate in the project for at least one year for any Key Personnel not currently employed by the contractor or a teaming partner. The contractor shall obtain TEA's approval before replacing any Key Personnel.

Team Contribution: A description of the proposed team's collective experience in Agile development and their contributions to similar projects, including references to relevant source code samples and ERDs.

The contractor shall ensure that all resources assigned to the project possess a minimum of three years of experience in Agile software development and demonstrate expertise in the following areas:

- Agile development practices (e.g., Scrum, Kanban)
- Automated (unit/integration/end-to-end) testing
- Continuous Integration and Continuous Deployment (CI/CD)
- Code refactoring and technical debt management
- Application Protocol Interface (API) development and documentation
- Open-source web development frameworks and tools
- Cloud deployment and infrastructure management
- Product management and strategy
- Usability research (such as contextual inquiry, stakeholder interviews, and usability testing)
- User experience (UX) and user interface (UI) design
- Sketching, wireframing, and/or prototyping, and user-task flow development
- Visual design and branding
- Content design and copywriting
- Building and testing public facing sites and tools
- Develop and maintain complex CMS, Drupal code bases, administrative and content management tools based on user roles, user dashboards for administrators and content managers, and Graphical User Interfaces (GUI) for public websites
- Develop new Drupal templates and content management tools
- Analyze and report website usage trends based on user statistics
- Lead the development of strategic website improvement based on usage analysis

Individual Performance Evaluation:

The contractor shall establish a process for regularly evaluating the performance of each individual resource assigned to the project. Evaluation methods must include regular feedback from the TEA Project Manager, TEA Contract Manager, and TEA Product Owner. Formal performance review meetings [Frequency, e.g., monthly, or quarterly] to discuss progress, challenges, and areas for improvement. Tracking individual performance metrics, such as task completion rates, code quality, and contributions to team goals.

Team Performance Evaluation:

The contractor shall assess the overall performance of the Agile team monthly, considering factors such as velocity and sprint goal completion rates, quality of deliverables (defect rates, adherence to acceptance criteria), collaboration and communication effectiveness, ability to adapt to changing priorities and requirements, and overall progress towards achieving project goals.

If TEA determines that a resource assigned by the contractor does not possess the required qualifications or is not performing satisfactorily, the contractor shall replace the resource with a qualified individual at no additional cost to TEA within 20 business days of TEA's request. The contractor shall bear all associated costs and time, including knowledge transfer.

Examples of unsatisfactory performance:

Individual Performance:

- **Technical Skills:** Repeated errors, lack of understanding of technologies, excessive need for support.
- **Communication & Collaboration:** Poor communication, delayed responses, failure to follow standard project procedures, lack of participation or causing conflicts.
- **Productivity & Timeliness:** Missed deadlines, low-quality work, frequent interruptions to others, lack of initiative.

Team Performance:

- **Velocity:** Consistently missing sprint goals, decreasing velocity, frequent scope adjustments.
- **Quality:** High defect rates, customer complaints, failure to meet acceptance criteria.
- **Adaptability:** Resistance to change, difficulty adapting to new requirements, not learning from retrospectives.

If additional resources are required during the project, to meet the deliverables, the contractor shall submit resumes and qualifications for the proposed resources for TEA's review and approval. Any additional resources must meet the minimum qualifications and experience requirements of the original team.

Note: The contractor must also complete the Conflict of Interest Analysis Form (Attachment G.) TEA will not accept the information provided in response to Section 3.3 as satisfaction in lieu of full completion of Attachment G and its required attachments. TEA recommends the completed form and responsive attachments be incorporated into a separate and distinct section in the response.

Failure to provide a response to the requirements in this section will result in the disqualification of the response from consideration.

3.4.Task, Activity, Deliverable, and Budget Plan

The response must include a detailed TADBP for offered services by fiscal year (**See Attachment E**). Costs must be reasonable, allocable, and necessary to accomplish the objectives of the

project. Services and/or products to be fulfilled by other entities, subcontractors, including any amounts subcontracted to HUBs, consultants, and others must also be specified.

The TADBP should include:

- Deliverable
- Acceptance Criteria
- Payment Milestone
- Cost
- Sprint

The TADBP should be designed to provide evidence of satisfactory delivery of goods and/or services. Time frames must be logical and appropriate to complete all activities within the contract period. Costs must be reasonable, allocable, and necessary to accomplish the objectives of the project. The TADBP should provide evidence that financial resources are adequately and appropriately allocated in a cost-effective and prudent business manner to accomplish project objectives and activities. Goods and services to be fulfilled from other entities, subcontractors, including any amounts subcontracted to HUBs, consultants, and others must also be specified.

Failure to provide a response to the requirements in this section will result in disqualification of the offer from consideration.

3.5. Contractor Provided Reports

Project Kickoff Report

- Project overview and timeline
- Project Scope, Schedule, and Budget
- Roles and responsibilities of each team member
- Communication plan and schedule
- Initial risk assessment
- Known dependencies and constraints
- Validated Assumptions
- Project Acceptance Criteria
- Next Steps
- Weekly Status Reports, completed tasks, and progress against milestones
- Identified challenges and proposed solutions
- Decisions made, including dates, expected impacts, and decision-makers
- Comprehensive list of action items assigned, due dates, and status
- Status of open defects, their severity, and expected resolution timelines
- Validated assumptions and constraints
- Upcoming milestones and deliverables
- Resource utilization and budget tracking

Monthly Performance Reports (coinciding with sprint reviews)

- Detailed analysis of KPIs
 - **Sprint-Level KPIs**
 - Sprint Velocity – average completed vs committed – aiming for consistent velocity over time to help show evidence of predictability
 - Sprint Burndown – follows a straight line from top left to bottom right, indicating a steady pace of work
 - Sprint Goal Completion Rate – 80%-90% goal completion of sprint goals met
 - Sprint Success Rate – 80%-90% of all committed user stories are completed and meet the Definition of Done (DoD)
 - Defect Density (per Sprint) – number of defects found during the sprint divided by the size of the sprint – lower is better. Showing a reduction over time as processes improve.
 - **Project-Level KPIs**
 - Cumulative Flow Diagram – tracking Work in Progress (WIP), cycle time, and throughput. Looking for a smooth, consistent flow with minimal bottlenecks or large buildups in specific stages.
 - Release Burn-Up Chart – tracks the progress of work completed versus the total scope of a release. A steady upward trend indicates satisfactory progress. Comparing the burn-up to the release plan to identify any deviations.
 - Lead Time – Time elapsed from a work item's creation to its completion. Short lead times indicate efficiency. Targets are 60 days or less.
 - Cycle Time – Time spent working on a work item, from when it starts to when it is done. Target is 30 days or less.
 - **Post-Launch KPIs**
 - User Satisfaction – 85% or higher
 - Application Performance Metrics – as identified in SLAs
- Comparison of actual performance against project goals
- Actionable insights and recommendations for improvement

Final Project Report

- Summary of project achievements and outcomes
- Evidence outlining deliverable acceptance criteria and project acceptance criteria successfully met/achieved
- Lessons learned and recommendations for future projects
- Evaluation of contractor performance against SLA metrics

Anticipated Meetings

The contractor should be proactive in scheduling meetings to ensure stakeholder availability, providing agendas and meeting materials at least 3 days in advance, and ensure that all relevant stakeholders are invited to participate.

Meeting Name	Purpose	Attendees	Frequency
Project Initiation			
Project Kickoff	Align project goals, timelines, communication, and Agile processes. Establish a collaborative foundation and shared understanding of expectations through defined Team Agreements.	Contractor's project team, TEA Contract Manager, TEA Product Owner, relevant stakeholders	One-time
Discovery and Planning			
User Research Planning Meeting	Align user research goals, methods, timeline, and deliverables.	Contractor's user researcher(s), TEA Product Owner, relevant stakeholders	One-time
SME Interviews	Gather in-depth insights from TEA subject matter experts on relevant project areas.	Contractor's user researcher(s), TEA SMEs (educators, administrators, technical staff)	As needed, based on SME availability
User Research Debrief	Present and discuss research findings, personas, journey maps; answer questions; gather feedback.	Contractor's user researcher(s), TEA Product Owner, project team members, relevant stakeholders	One-time
Joint Design Workshop	Collaborate on initial design concepts, incorporating user research findings and aligning with TEA's branding and accessibility guidelines.	Contractor's UX/UI designers, TEA Product Owner, Design team members, relevant stakeholders	As Needed
Sprint Cycle (Recurring)			
Sprint Planning Meeting	Plan the work for the upcoming sprint, select user stories, and define the sprint goal.	Scrum Team, TEA Product Owner	Every sprint
Daily Stand-up	Share progress updates, identify blockers, and coordinate daily work.	Scrum Team, TEA Product Owner.	Daily
Technical Design Review (As Needed)	Discuss and review technical design solutions for complex user stories or architectural components.	Contractor's technical lead(s), architects, TEA IT/technical representatives	As needed, before implementation
Sprint Review Meeting	Demonstrate completed work, gather feedback, and adjust product backlog.	Scrum Team, TEA Product Owner, stakeholders	Every sprint

Meeting Name	Purpose	Attendees	Frequency
Sprint Retrospective	Reflect on the sprint, identify improvements, and plan adjustments for future sprints.	Scrum Team, TEA Product Owner, TEA Contract Manager	Every sprint
Backlog Refinement Meeting	Ongoing activity to create a flow of items in a ready state, targeting for 1.5 to 2 times the team's current sprint capacity.	Scrum Team, TEA Product Owner.	Every sprint
Deployment and Post-Launch			
Pre-Deployment Demo	Display the application's functionality in the staging environment before production deployment.	Scrum Team, TEA Product Owner, Contractor Project Team, relevant stakeholders	One-time before production launch
Post-Launch Review Meeting	Review the launch, discuss user feedback, address issues, and plan future enhancements.	Scrum Team, TEA Product Owner, Contractor Project Team, relevant stakeholders	Monthly
Knowledge Transfer Sessions	Transfer knowledge about the application's codebase, functionality, maintenance, and support procedures to the TEA team.	Contractor's technical team, TEA's internal or designated team	Monthly or as needed

Meeting Minutes

- Action items assigned and deadlines
- Decisions made, decision makers, alternatives considered, and key takeaways
- Attendance list and follow-up items
- Discussion topics covered

3.6.Approved Templates

Known Issues Report

[Sample Report](#)

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MM/DD/YYYY PRODUCTION RELEASE

Help Desk Ticket	Dev Ticket	Component	Issue Description	User Impact	Available Workaround	Date Reported	Expected Release Date
CAS-####	PROJ-####	Abcdef	Error when accessing screen	User unable to complete data submission	Use Chrome browser	02-15-20##	03/31/20##

Release Notes

[Sample Report](#)

MM/DD/YYYY PRODUCTION RELEASE

- <Module Name>
 - The <<APP_ACROYNM>> application was updated to align with the 20## data standards
- <Module Name>
 - The <<APP_ACROYNM>> application was launched, providing users the ability to submit...
- <Module Name>
 - The <<APP_ACROYNM>> application was updated to correct the issue of no data displayed for ...
 - <Report Name >
 - <Report Name 2>
 - <Report Name 3>
- <Module Name>
 - The <<APP_ACROYNM>> validation rules have been updated to correct an issue where the rule was firing for <insert invalid condition here>
 - <Rule 1>
 - <Rule 2>

Training Plan

Sample Training Plan

For each role and type of application user or administrator, create a plan outlining:

Revision History:

Date:

1. **Objective** – the objective of this training plan is to provide users with the knowledge and skills necessary to use the <<application name>> application.
2. **Audience** – this training plan is targeted to internal users with a specific security role
3. **Content** – the content of this training plan will cover the following topics:
 - a. Introduction to the <<application name>> application
 - b. User Interface Overview
 - c. Basic Functionality
 - d. Advanced Functionality
 - e. Troubleshooting
 - f. Steps to seek support
4. **Delivery** – this training will be delivered in a blended format, with the combination of instructor-led training and self-paced training.
5. **Assessment** – The training will be assessed through a combination of knowledge checks and hands-on exercises.
6. **Resources** – The following resources will be provided to the learners:
 - a. Training Materials
 - b. Training Videos
 - c. Practice Exercises
 - d. User Help Documentation
 - e. Trainer Notes for TEA Staff to use in any TEA-led trainings
7. **Schedule** – The training will be delivered over the course of two days, following the successful completion of user acceptance testing.
8. **Evaluation** – The training will be evaluated through a TEA approved survey of the learners.
9. **Revision** – The training plan will be reviewed and revised after each training session and will incorporate the feedback and learnings from the training evaluations.

User Research Plan

Sample Plan

1. **Objectives:** Clearly define the goals of the user research. For instance, "To understand user pain points while using the current search function on our website."
2. **Target Audience:** Describe the specific user group you'll be researching. This could be existing customers, a new demographic you're targeting, or a combination.
3. **Research Methods:** Outline the specific techniques you'll use to gather user data. Examples include:

- a. **Surveys:** Online or paper questionnaires to collect user demographics, preferences, and opinions.
- b. **Interviews:** In-depth conversations with individual users to explore their experiences and goals.
- c. **Card Sorting:** Users organize topics or features into categories to understand how they perceive information architecture.
- d. **Usability Testing:** Observing users interacting with a prototype or existing system to identify usability issues.
4. **Data Analysis Plan:** Explain how you'll analyze the data collected to identify trends and insights. Techniques like thematic analysis or affinity diagramming can be used here.
5. **Deliverables:** Specify the outputs of the user research, such as a report summarizing findings, user personas, or recommendations for design improvements.

Business Requirements

Business Requirement ID: [BR Number]

Requirement Name: [Concise name describing the requirement]

Description: [Detailed explanation of the business need or objective]

Business Value: [The value this requirement brings to the business or user]

Priority: [High, Medium, Low]

Stakeholders: [List of individuals or groups affected by this requirement]

Assumptions: [Any assumptions made about the requirement or its context]

Dependencies: [Any other requirements or systems that this requirement depends on]

Acceptance Criteria: [Specific conditions that must be met for the requirement to be considered fulfilled]

Additional Notes: [Any other relevant information]

Example Business Requirement

1. **Business Requirement (BR1):**
 - a. **Requirement Name:** [Secure Authentication]
 - b. **Description:** [The system must provide a secure login mechanism to protect user accounts and prevent unauthorized access]
 - c. **Business Value:** [Protect user data, ensure privacy, build trust, and comply with security regulations]
 - d. **Priority:** [High]
 - e. **Stakeholders:** [Users, Security Team, Legal Team]

Functional Requirements

Functional Requirement ID: [FR Number]

Requirement Name: [Concise name describing the requirement]

Description: [Detailed explanation of the functionality to be implemented]

Priority: [High, Medium, Low]

Actor: [The user or system that will perform the function]

Input: [Data or information required to perform the function]

Process: [The steps involved in performing the function]

Output: [The result or outcome of the function]

Error Handling: [How errors or exceptions will be handled during the function]

UI/UX Design: [Any specific user interface or user experience design considerations]

Dependencies: [Any other requirements or systems that this requirement depends on]

Acceptance Criteria: [Specific conditions that must be met for the function to be considered working correctly]

Additional Notes: [Any other relevant information]

Example Functional Requirement

1. Functional Requirement (FR1):

- a. **Requirement Name:** [Login Form Display]
- b. **Description:** [The system shall display a login form with fields for username and password]
- c. **Input:** [User-provided username and password]
- d. **Output:** [Login form displayed on the screen]
- e. **UI/UX Design:** [The form should be visually appealing and easy to use]
- f. **Acceptance Criteria:**
 - i. [The login form is displayed correctly]
 - ii. [The form is accessible to users with disabilities]

User Story

Title: [Concise summary of the user story]

As a [User Role], **I want** [Goal/Desire] **so that** [Reason/Benefit]. [BA, Dev, and Test Estimates]

Acceptance Criteria:

- **Scenario:** [Specific situation or context]
- **Given** [Precondition(s)]
- **When** [Action taken by the user]
- **Then** [Expected outcome or result]

ADDITIONAL DETAILS:

- **Priority:** [High, Medium, Low]
- **Dependencies:** [Link any dependencies on other user stories or features]
- **Technical Notes:** [Any relevant technical considerations or constraints]
- **Mockups/Wireframes:** [Attach or link to relevant visual representations]

Example:

Title: Secure Login Functionality

As a registered user, I want to be able to log in securely from any device so that I can access my personalized information. [Estimated by BA, Dev, and Test team members]

Acceptance Criteria:

- **Successful Login (Desktop):**
 - **Given** that I am a registered user on the login page using a desktop browser (Chrome, Firefox, Edge)
 - **When** I enter my valid username and password
 - And click "Login" or press Enter
 - **Then** I am redirected to my dashboard within 2 seconds
 - And I see a personalized welcome message (audible if using a screen reader)
- **Successful Login (Mobile):**
 - **Given** that I am a registered user on the login page using a mobile device (iOS, Android)
 - **When** I enter my valid username and password
 - And tap "Login"
 - **Then** I am redirected to the mobile-optimized dashboard within 2 seconds
 - And I see a personalized welcome message (screen-reader compatible)
- **Invalid Login:**
 - **Given** that I am on the login page
 - **When** I enter an invalid username or password
 - And click/tap "Login" or press Enter
 - **Then** I see a clear error message within 1 second, indicating invalid credentials
 - And the error message is associated with the relevant input field (screen-reader accessible)
 - And the invalid attempt is logged (with timestamp and username if available)
- **Forgotten Password:**
 - **Given** that I am on the login page
 - **When** I click/tap "Forgot Password"
 - **Then** I am redirected to an accessible password reset page
 - And I can initiate password reset using my registered email
- **Accessibility:**
 - **Given** that I am using assistive technology (screen reader, keyboard navigation)
 - **When** I interact with login, error, and password reset pages
 - **Then** all elements are usable and understandable
 - And screen readers announce all relevant information

Additional Notes:

- **Priority:** High
- **Security:** Login attempts are rate-limited to prevent brute-force attacks.
- **Error Handling:** System errors display a generic message and are logged with details.
- **Logging:** All login attempts, and system errors are logged with timestamps.

Technical Considerations:

- Password hashing and salting.
- Session management.
- Responsive design for mobile optimization.
- Accessibility testing with WCAG 2.1 AA guidelines.

Code Review Checklist

Accessibility (Current WCAG 2.1 AA):

Semantic HTML:

- Are elements used for their intended purpose (e.g., headings, lists, buttons)?
- Is the reading order logical and understandable?
- Are landmarks (e.g., <header>, <nav>, <main>, <footer>) used to provide structure?

Text Alternatives:

- Do all images have descriptive alt text (or are they purely decorative)?
- Are complex images accompanied by longer descriptions?
- Do form elements have labels and instructions?

Keyboard Accessibility:

- Can all functionalities be accessed using only a keyboard?
- Is the focus order logical and visible?
- Are there keyboard traps?

Color Contrast:

- Does text have sufficient contrast with its background (at least 4.5:1 for normal text)?
- Are there any color-based instructions (e.g., "click the red button")?

Time-Based Media:

- Do videos have captions and transcripts?
- Can animations be paused or stopped?
- Are there any flashing elements that could trigger seizures?

Forms and Error Handling:

- Are form fields clearly labeled and associated with their labels?
- Are error messages descriptive and helpful?

- Can errors be corrected easily?

Coding Best Practices:

Plain Language:

- Is the code written in a clear and concise manner?
- Are comments used to explain complex logic or decisions?

Open Source:

- Is the codebase open source and publicly available?
- Are licenses for third-party libraries clearly documented?

Testing:

- Are there automated tests (unit, integration, end-to-end) in place?
- Do the tests cover a significant portion of the codebase?

Security:

- Are input validation and sanitization implemented to prevent vulnerabilities (e.g., XSS, SQL injection)?
- Are sensitive data (e.g., passwords) handled securely?

Performance:

- Is the code optimized for performance (e.g., minified assets, efficient algorithms)?
- Are there any unnecessary network requests or large file sizes?

Maintainability:

- Is the code well-structured and easy to understand?
- Are there clear separation of concerns and modularity?
- Is the codebase well-documented?

Scalability:

- Is the code designed to handle increased traffic or data loads?
- Are there any potential bottlenecks or performance issues?

Error Handling:

- Are errors handled gracefully and logged appropriately?

- Are there clear error messages for users?

Version Control:

- Is the codebase under version control?
- Are commit messages clear and descriptive?

Test Case Template

Test Case ID: TC_Login_ [Unique Number] (e.g., TC_Login_001)

User Story: Secure Login Functionality

Description: Verify that the login functionality works correctly for registered users.

Preconditions:

- The user is registered in the system with a valid username and password.
- The login page is accessible.

Test Steps:

1. Navigate to the login page.
2. Enter a valid username in the "Username" field.
3. Enter a valid password in the "Password" field.
4. Click the "Login" button.

Expected Results:

- The user is redirected to their dashboard.
- A welcome message is displayed on the dashboard (e.g., "Welcome, [Username]!").
- No error messages are displayed.

Actual Results:

- [Record the actual outcome of the test here]

Status:

- Pass/Fail

Additional Test Cases for the User Story:

To ensure comprehensive testing of the "Secure Login Functionality" user story, additional test cases would be needed to cover different scenarios, such as:

- **TC_Login_002:** Invalid login attempt (incorrect username or password)
- **TC_Login_003:** Forgotten password functionality
- **TC_Login_004:** Account lockout after multiple failed attempts
- **TC_Login_005:** Session timeout after inactivity
- **TC_Login_006:** Remember me functionality (if applicable)
- **TC_Login_007:** Accessibility testing of the login form

Technical Documentation and Visual Aids

1. Introduction

- a. Project overview and goals
- b. Target audience and user personas
- c. Redesign scope and exclusions
- d. Technology stack and tools used

2. User Flow and Navigation

- a. User story mapping and key user journeys
- b. Site architecture and information hierarchy
- c. Wireframes and prototypes
- d. Navigation elements and interactions
- e. Content strategy and organization

3. Front-End Development

- a. Programming languages and frameworks used
- b. Design system and component library
- c. Code structure and file organization
- d. Accessibility compliance standards
- e. Responsive design and device compatibility

4. Back-End Development

- a. Programming languages and frameworks used
- b. Database schema and data management
- c. Server-side logic and APIs
- d. Content management system (CMS) configuration
- e. Security measures and user authentication

5. Performance and Optimization

- a. Page load times and optimization techniques
- b. Caching mechanisms and content delivery networks (CDNs)
- c. Image optimization and file compression
- d. Browser compatibility and performance testing

6. Testing and Deployment

- a. Unit testing, integration testing, and user acceptance testing (UAT)
- b. Staging environment and deployment process
- c. Rollback plan and emergency procedures
- d. Performance monitoring and analytics
- e. Accessibility testing process

7. Operations and Maintenance

- a. Content update procedures and version control
- b. Bug tracking and resolution process
- c. Security updates and vulnerability patching
- d. Ongoing performance monitoring and optimization

Contractor Requirements on Equipment

Hardware and Software Requirements

- List of necessary equipment and software licenses for project execution
- Minimum technical specifications for hardware and software compatibility
- Installation and configuration instructions

Access & Security Credentials

- User accounts and access privileges for relevant systems and tools
- Security protocols and guidelines for data protection
- Password management and change control procedures

Appendices

- Glossary of technical terms
- Developer and support contact information
- Third-party licenses and credits
- Additional documentation resources

Deployment Checklist Template

Pre-Deployment

- **Code Review Completed:** Code thoroughly reviewed and approved.
- **Unit Tests Passed:** All unit tests pass successfully.
- **Integration Tests Passed:** Integration tests completed with no critical errors.
- **Performance Tests Passed:** Performance tests meet acceptable thresholds.
- **Security Scan Completed:** Security vulnerabilities identified and addressed.
- **Environment Setup:** Deployment environment configured correctly.
- **Backup Created:** Full backup of current production environment taken.
- **Deployment Plan Reviewed:** Deployment plan reviewed and approved by stakeholders.
- **Communication Plan Ready:** Plan in place to notify relevant parties of deployment status.

Deployment

- **Code Deployed to Staging:** Successful deployment to staging environment.
- **Smoke Tests Passed on Staging:** Basic functionality verified on staging.

- **User Acceptance Testing (UAT) on Staging:** UAT completed with no critical issues.
- **Code Deployed to Production:** Successful deployment to production environment.
- **Smoke Tests Passed on Production:** Basic functionality verified on production.
- **Monitoring Initiated:** Monitoring systems activated to track performance and errors.
- **Deployment Verified:** Final checks completed to ensure successful deployment.

Post-Deployment

- **Communication Sent:** Notification sent to stakeholders about successful deployment.
- **Documentation Updated:** Deployment documentation updated with any relevant changes.
- **Lessons Learned Documented:** Any issues or improvements noted for future reference.

Rollback Plan Template

1. Trigger

- Conditions for initiating a rollback (e.g., critical errors, performance degradation).
- Decision authority (Who has the authority to initiate a rollback?).

2. Communication

- Individuals/teams to be notified of the rollback.
- Contact information
- Communication channels to use (email, messaging apps, etc.).

3. Rollback Steps

- Detailed step-by-step instructions for reverting the deployment.
- Include any manual steps required.
- Identify the parts of the rollback process that are automated.
- Reference relevant scripts, commands, or tools.

4. Verification

- Tests to confirm the rollback was successful.
- Checks to ensure the system is stable and functioning as expected.

5. Post-Rollback Actions

- Analysis of the cause of the deployment failure.
- Documentation of the rollback process and lessons learned.
- Actions to prevent a similar failure in the future.

Disclaimer: This is a general template. Adapt and tailor it to your specific project and environment to ensure the most effective rollback strategy.

Risk Management Plan

Risk Description

- What is the potential event?
- What is the consequence of the event happening?
- What would cause the event to happen?

Risk Mitigation

- What is the mitigation plan to prevent the event from occurring?

Contingency Planning

- What is the contingency plan if the risk is realized?
- What is the trigger date or milestone to invoke the contingency plan?

Risk Exposure

- What is the probability the risk will occur? (Likely, Seldom, Unlikely, Occasionally)
- What is the impact if the risk occurs? (None, Minor, Moderate, Significant, Extensive)
- What is the exposure to the agency and stakeholders if this risk is realized? (Allowable, Undesirable, Unacceptable)

Risk Categories

- Potential damage to Agency or IT reputation
- Potential to put end-users at a significant disadvantage
- Financial risks of \$10,000 or higher
- Potential impacts to several (3+) agency program areas
- Potential impacts to data collections or key dates

Change Request Template

Change Request Information

- Change Request Number
- Date Submitted
- Project Name
- Requester Name/Role
- Requester Contact Information (Email, Phone)

Change Description

- Change Title
- Change Description

- Reason for Change
- Desired Outcome

Impact Assessment

- Scope Impact (How does this change affect the project's goals/deliverables?)
- Schedule Impact (Will this change alter the project timeline? By how much?)
- Cost Impact (Are there additional expenses associated with the change?)
- Resource Impact (Will this change require different or additional resources?)
- Risk Assessment (Identify potential risks introduced by the change)
- Mitigation Plan (Describe steps to address the identified risks)

Technical Details

- Technical Requirements (Specifications, dependencies, etc.)
- Implementation Plan (Proposed steps for executing the change)
- Testing Plan (How will this change be validated?)
- Rollback Plan (Steps to revert the change, if necessary)

Approval Workflow

- Approval Level (Project Manager, Change Control Board, etc.)
- Approver Name/Role
- Approver Signature
- Approval Date
- Comments/Conditions

Implementation Details

- Implementation Start Date
- Implementation End Date
- Implemented By
- Implementation Status

Change Request Closure

- Post-Implementation Review (Summary of results, lessons learned)
- Closure Date
- Closed By (Name/Role)

TEA Deliverable Acceptance Form

1. **Project Name:** [Project Name]
2. **Deliverable Name:** [Deliverable Name (e.g., User Research Findings Report, Visual Design Mockups)]
3. **Deliverable Number:** [Reference the Deliverable Number from the Project Scope Document]

4. **Sprint Number:** [If applicable, the Sprint in which the deliverable was completed]
5. **Date of Submission:** [Date]
6. **Acceptance Criteria:**
 - a. [List the specific acceptance criteria for this deliverable, referencing the relevant section of the project requirements document]
7. **Contractor Confirmation:**
 - a. The contractor confirms that this deliverable meets all specified acceptance criteria and is ready for review and acceptance by TEA.
8. **Contractor Representative Name:** [Name]
9. **Contractor Representative Signature:** [Signature]
10. **Date:** [Date]
11. **TEA Acceptance:**
 - a. The TEA has reviewed the deliverable and confirms that it meets all specified acceptance criteria.
12. **TEA Representative Name:** [Name]
13. **TEA Representative Title:** [Title]
14. **TEA Representative Signature:** [Signature]
15. **Date:** [Date]
16. **Additional Notes/Comments:**
 - a. [Optional: Space for any additional notes, comments, or feedback regarding the deliverable]
17. **Next Steps (if applicable):**
 - a. [If the deliverable acceptance triggers any subsequent tasks or actions, outline them here]
18. **Payment Information (if applicable):**
 - a. [If the deliverable acceptance triggers a payment milestone, provide the relevant details here]

3.7. Sample Meeting Agendas

Front-End Knowledge Transfer Agenda

Session 1: Project Overview and Architecture (2 hours)

Introductions:

- Roles, and responsibilities within each team.
- Establish communication channels (e.g., Slack, email, recurring meetings).

Project Scope and Goals:

- Review the project's purpose, target audience, and desired user experience.
- Discuss UI/UX design principles and how they are implemented in the front-end.

Front-End Architecture:

- Explain the overall architecture, emphasizing design patterns (e.g., component-based, state management) and coding conventions.

- Detail core technologies used (e.g., React, Angular, Vue.js, CSS frameworks) and their rationale.
- Present a visual representation of the component hierarchy and data flow.

Q&A and Discussion:

- Encourage questions and foster open communication.

Session 2: Core Sections Implementation and Data Integration (3 hours)

Code Walkthrough:

- Deep dive into the codebase, focusing on the core application sections (e.g., navigation, product listings, user profile).
- Explain how data is fetched from and sent to back-end APIs.
- Highlight custom components, state management techniques, and UI interactions.

Hands-On Exercise:

- Guide the incoming team through hands-on modification or enhancement of a core section.
- Address any questions and provide real-time guidance.

Modern Front-End Practices:

- Discuss the use of modern tools and practices (e.g., linting, formatting, automated testing, performance optimization).
- Review code examples demonstrating these practices.

Troubleshooting:

- Openly discuss potential challenges and common issues with data integration and UI rendering.
- Provide tips and strategies for debugging and troubleshooting.

Session 3: Testing, Deployment, and Ongoing Collaboration (2 hours)

Browser Compatibility and Responsive Design:

- Demonstrate testing across various browsers and devices to ensure optimal rendering and functionality.
- Review responsive design techniques used in the codebase.
- Discuss strategies for handling browser inconsistencies and compatibility issues.

Deployment Process:

- Explain the build and deployment process for different environments (development, staging, production).
- Discuss continuous integration and deployment (CI/CD) pipelines, if applicable.

Collaboration and Support:

- Set up a knowledge base or wiki to document front-end processes and best practices.
- Establish communication channels for ongoing support, code reviews, and knowledge sharing.
- Provide copy of visual aids for diagrams, flowcharts, slides to help team enhance understanding and retention of the materials provided.

Back-End Knowledge Transfer Agenda

Session 1: System Overview and Architecture (2 hours)

Introductions and Project Context:

- Like front-end session 1, with an emphasis on back-end specific concerns like scalability, security, and performance.

Back-End Architecture:

- Deep dive into the server-side architecture, focusing on:
 - Programming language(s) (e.g., Python, Java, Node.js) and rationale
 - Frameworks and libraries used
 - Architectural patterns (e.g., microservices, RESTful APIs)

Data Models and Dictionaries:

- Thoroughly explain data models and their relationships, using diagrams (ERDs).
- Discuss the structure and purpose of data dictionaries for consistent data management.

Q&A: Allow ample time for questions and discussions to clarify any doubts.

Session 2: API Design, Core Functionalities, and Custom Code (3 hours)

API Design and Implementation:

- Explain the API design principles (e.g., RESTful conventions, authentication/authorization).
- Review API documentation and demonstrate API calls using tools like Postman or Swagger UI.
- Walk through the implementation of core API endpoints and their interaction with data models.

Core Functionalities and Custom Code:

- Delve into the code responsible for core functionalities (e.g., user authentication, data processing, business logic).
- Highlight custom algorithms or complex code segments.

Hands-On Exercise:

- Guide the incoming team through a practical exercise, like creating a new API endpoint or modifying existing business logic.

Troubleshooting:

- Discuss common debugging techniques for back-end code.
- Address security concerns and best practices for secure coding.

Session 3: Deployment, Infrastructure, and Support (2 hours)

Deployment and Infrastructure:

- Explain the deployment process for different environments.
- Discuss the infrastructure setup (servers, databases, cloud services).

Monitoring and Logging:

- Explain how to monitor system health and performance.
- Demonstrate the use of logging tools and error tracking mechanisms.

Support and Collaboration:

- Establish communication channels for ongoing support and collaboration.
- Discuss knowledge sharing platforms (e.g., wikis, documentation repositories) for maintaining and updating project knowledge.
- Provide copy of all visual aids for diagrams, flowcharts, slides used during the knowledge transfer sessions to help team enhance understanding and retention of the materials provided.

3.8. Project Initiation

Meeting Name: Project Kickoff

Purpose:

1. Establish a shared understanding of the project's goals, scope, and timeline.
2. Introduce the project team and establish roles and responsibilities.
3. Align on communication channels and processes.
4. Foster a collaborative environment between the contractor and TEA.

Attendees:

1. Contractor Project Team (Project Manager, Scrum Master, Business Analysts, Developers, QA)
2. TEA Contract Manager
3. TEA Product Owner
4. Relevant TEA stakeholders (e.g., IT, Security, Business Owners)

Agenda:

1. Introductions (15 minutes)
2. Project Overview (30 minutes)

- a. Review of project goals and objectives
 - b. Discussion of the problem statement and desired outcomes
 - c. High-level overview of the project timeline
3. Agile Methodology Overview (30 minutes)
 - a. Introduction to Agile principles and the Scrum framework
 - b. Explanation of sprint cadence, ceremonies (planning, review, retrospective), and roles
4. Roles and Responsibilities (30 minutes)
 - a. Clarification of roles and responsibilities for both the contractor and TEA teams
 - b. Introduction of key contact people and communication channels
5. Communication and Collaboration (30 minutes)
 - a. Agreement on communication channels (e.g., email, Slack, project management tools)
 - b. Establishment of regular meeting cadence and reporting structure
 - c. Discussion of collaboration tools and processes
6. Q&A and Next Steps (15 minutes)

Expected Outcomes:

- Mutual understanding and agreement on project goals, scope, and timeline.
- Clearly defined roles and responsibilities for both the contractor and TEA teams.
- Established communication channels and collaboration processes.
- Positive and collaborative working relationships established between the teams.

Meeting Name: User Research Planning Meeting

Purpose:

- Finalize the User Research Plan, ensuring alignment on research goals, methods, timelines, and deliverables.

Attendees:

- Contractor's User Researcher(s)
- TEA Product Owner
- Business Analysts
- Relevant TEA stakeholders (e.g., potential users, subject matter experts)
- Contractor Project Manager

Agenda:

1. Introduction and Review of Objectives (15 minutes)
 - Recap of project goals and objectives
 - Explanation of the importance of user research
2. Presentation of User Research Plan (30 minutes)
 - Overview of research goals and questions

- Proposed research methods (interviews, surveys, usability testing, etc.)
- Timeline and milestones
- Deliverables (research report, personas, journey maps)
- 3. Discussion and Feedback (45 minutes)
 - Q&A on the research plan
 - Input and feedback from TEA stakeholders
 - Discussion of any potential risks or concerns
- 4. Refinement and Finalization of Plan (30 minutes)
 - Incorporate feedback and make necessary adjustments to the plan
 - Confirm agreement on research scope, methods, timeline, and deliverables

Expected Outcomes:

- A finalized User Research Plan that is approved by TEA stakeholders.
- Shared understanding of the research goals and methods.
- Clear expectations for deliverables and timeline.

Meeting Name: SME Interviews (Individual Meetings)

Purpose:

- Gather in-depth insights and perspectives from TEA subject matter experts.

Attendees:

- Contractor's User Researcher(s)
- One TEA SME per interview
- Business Analysts
- Contractor Project Manager

Agenda:

1. Introduction (5 minutes)
 - Introduce the interviewer and the purpose of the interview
2. Background and Context (10 minutes)
 - Briefly explain the project and its goals
 - Discuss the SME's role and experience in the relevant area
3. Key Questions and Discussion (45 minutes)
 - Ask open-ended questions to elicit the SME's expertise, opinions, and experiences
 - Use probing questions to clarify or delve deeper into specific topics
4. Summary and Next Steps (10 minutes)
 - Summarize key points and confirm understanding
 - Thank the SME for their time and insights

Expected Outcomes:

- Detailed notes and recordings (if applicable) of each SME interview.
- Identification of key insights, pain points, and opportunities for improvement.
- Deeper understanding of the project context and requirements from the SME's perspective.

Meeting Name: Joint Design Workshop**Purpose:**

- Collaborate on initial design concepts, incorporating user research findings.
- Ensure alignment with TEA's branding and accessibility guidelines.

Attendees:

- Contractor's UX/UI Designers
- TEA Product Owner
- Contractor Project Manager
- Business Analysts
- TEA Design Team Members (if applicable)
- Relevant stakeholders (e.g., content creators, communications team)

Agenda:

1. Introduction and Review of User Research (30 minutes)
 - Summary of key user research findings
 - Review of personas and journey maps
2. Presentation of Initial Design Concepts (45 minutes)
 - Walkthrough of initial wireframes, mockups, or prototypes
 - Discussion of design rationale and user experience considerations
3. Collaborative Brainstorming and Feedback (60 minutes)
 - Open discussion of design concepts
 - Feedback from TEA stakeholders and design team
 - Brainstorming alternative design solutions
4. Refinement and Action Items (45 minutes)
 - Identification of areas for refinement or further exploration
 - Assignment of action items for the contractor's design team
 - Agreement on next steps and timeline for design revisions

Expected Outcomes:

- Initial design concepts that align with user research findings and TEA branding guidelines.

- Actionable feedback for the contractor's design team to refine and iterate on the designs.
- Shared understanding of the overall design direction for the application.

Meeting Name: Sprint Planning Meeting (Recurring)

Purpose:

- Plan the work for the upcoming sprint.
- Select user stories from the product backlog and commit to delivering them.
- Define a clear sprint goal.

Attendees:

- Contractor Project Manager
- Scrum Team (Scrum Master, TEA Product Owner, Business Analysts, Developers, QA)

Agenda:

1. Review of Sprint Goal and Backlog (30 minutes)
 - Recap of the previous sprint's goal and outcomes
 - Review of the current product backlog and its priorities
2. User Story Selection and Estimation (60 minutes)
 - Discussion of the user stories to be included in the sprint
 - Estimation of user stories (e.g., story points, t-shirt sizing)
 - Identification of dependencies and risks
3. Sprint Goal Definition (30 minutes)
 - Collaborative definition of a clear and measurable sprint goal
4. Finalize Sprint Backlog and Commitment (30 minutes)
 - Finalize the list of user stories for the sprint
 - Confirm team commitment to delivering the sprint goal

Expected Outcomes:

- A sprint backlog containing a set of prioritized user stories with clear acceptance criteria.
- A well-defined sprint goal that aligns with the project's overall objectives.
- Team commitment to deliver the sprint goal within the timebox.

Meeting Name: Daily Stand-up

Purpose:

- Share daily progress updates.
- Identify any blockers or challenges.
- Coordinate the day's work.

Attendees:

- Scrum Team (Scrum Master, Business Analysts, Developers, QA)
- Contractor Project Manager
- TEA Product Owner

Agenda:

1. What did you do yesterday to meet the sprint goal?
2. What will you do today to meet the sprint goal?
3. Are there any impediments in your way to meeting the sprint goal?

Expected Outcomes:

- Increased team awareness of progress and potential issues.
- Faster identification and resolution of blockers.
- Improved team collaboration and coordination.

Meeting Name: Technical Design Review (As Needed)**Purpose:**

- Discuss and review technical design solutions for complex user stories or architectural components.
- Ensure the technical design aligns with the project's overall architecture and requirements.
- Identify and mitigate potential technical risks.

Attendees:

- Contractor's Technical Lead(s), Architects, Developers
- Contractor Project Manager
- TEA IT/Technical Representatives (e.g., Solution Architect, Security Architect)

Agenda:

1. Introduction and Context (15 minutes)
 - Review the relevant user stories or architectural components.
 - Discuss the technical challenges and considerations.
2. Presentation of Technical Design (30 minutes)
 - Explanation of the proposed technical solution and design choices.
 - Demonstration of diagrams, schemas, or code snippets (if applicable).
3. Discussion and Feedback (60 minutes)
 - Open discussion of the technical design.
 - Feedback and questions from TEA technical representatives.

- Brainstorming and evaluation of alternative solutions.
- 4. Decision and Action Items (15 minutes)
 - Finalize the technical design based on the discussion.
 - Identify any action items or follow-up tasks.

Expected Outcomes:

- A finalized technical design that is approved by TEA and aligns with project requirements.
- Clear understanding of the technical approach and any potential risks.
- Identified and documented action items for further development or refinement.

Meeting Name: Sprint Review Meeting

Purpose:

- Demonstrate the completed work from the sprint.
- Gather feedback from TEA stakeholders.
- Review progress against the sprint goal.
- Adjust the product backlog as needed.

Attendees:

- Scrum Team (Scrum Master, Business Analysts, Developers, QA)
- Contractor Project Manager
- TEA Product Owner
- TEA Contract Manager
- Relevant stakeholders

Agenda:

1. Introduction and Sprint Goal Review (15 minutes)
 - Recap of the sprint goal
 - Discussion of what was accomplished during the sprint
2. Demonstration of Completed Work (60 minutes)
 - Walkthrough of completed user stories and features
 - Presentation of working software
 - Q&A and feedback from stakeholders
3. Backlog Refinement (30 minutes)
 - Review of the product backlog
 - Discussion of upcoming user stories and prioritization
4. Action Items and Next Steps (15 minutes)
 - Identification of any issues or concerns
 - Assignment of action items for the next sprint

Expected Outcomes:

- Feedback from TEA stakeholders on the completed work.
- Refined product backlog for the next sprint.
- Actionable insights for improvement in future sprints.

Meeting Name: Sprint Retrospective**Purpose:**

- Reflect on the sprint process and identify areas for improvement.
- Discuss successes, challenges, and lessons learned.
- Plan adjustments for future sprints to enhance team performance and efficiency.

Attendees:

- Scrum Team (Scrum Master, Business Analysts, Developers, QA)
- Contractor Project Manager
- TEA Product Owner
- TEA Contract Manager

Agenda:

1. Check-in and Icebreaker (15 minutes)
2. Data Review (30 minutes)
 - Review of sprint metrics (velocity, burn-down chart, etc.)
 - Discussion of feedback from the sprint review meeting
3. Generate Insights (30 minutes)
 - What went well during the sprint?
 - What could be improved?
 - What did we learn?
 - What patterns or themes are seen from the feedback?
 - Discuss the root causes of any challenges or issues.
4. Decide What to Do (30 minutes)
 - Identification of specific action items to address areas for improvement.
 - Assignment of responsibilities for action items.
5. Summary and Close (15 minutes)

Expected Outcomes:

- Actionable items for improving the team's process and performance.
- Increased team cohesion and collaboration.
- Continuous learning and improvement in the Agile process.

Meeting Name: Pre-Deployment Demo

Purpose:

- Showcase the application's functionality in the staging environment before production deployment.
- Identify any final issues or refinements needed before launch.
- Ensure stakeholder alignment and confidence in the product's readiness for production.

Attendees:

- Scrum Team (Scrum Master, Business Analysts, Developers, QA)
- Contractor Project Manager
- TEA Product Owner
- Contractor Project Team
- Relevant Stakeholders (e.g., IT, Security, Business Owners)

Agenda:

1. Introduction and Overview (15 minutes)
 - Brief recap of the project goals and scope
 - Overview of the staging environment
2. Demonstration of Application Functionality (60 minutes)
 - Walkthrough of key user flows and features
 - Highlight any recent enhancements or bug fixes
 - Encourage stakeholder interaction and feedback
3. Q&A and Discussion (45 minutes)
 - Address any questions or concerns from stakeholders
 - Discuss any potential issues or risks identified during the demo
4. Next Steps and Timeline (30 minutes)
 - Confirm readiness for production deployment
 - Outline next steps for final testing and launch preparations
 - Agree on a timeline for deployment and post-launch activities

Expected Outcomes:

- Stakeholder confidence in the application's readiness for production.
- Identification and resolution of any outstanding issues before launch.
- Clear understanding of the next steps and timeline for deployment.

Meeting Name: Post-Launch Review Meeting

Purpose:

- Review the application's launch and initial performance.
- Discuss user feedback and satisfaction.

- Identify areas for improvement and plan for future enhancements.

Attendees:

- Scrum Team (Scrum Master, Business Analysts, Developers, QA)
- Contractor Project Manager
- TEA Product Owner
- Contractor Project Team
- Relevant Stakeholders

Agenda:

1. Launch Summary (15 minutes)
 - Review of launch timeline and activities
 - Summary of initial user feedback and reactions
2. Performance Metrics Review (30 minutes)
 - Presentation of key performance data (e.g., uptime, response time, error rates)
 - Analysis of user engagement and usage metrics
 - Discussion of any performance issues or concerns
3. User Feedback Discussion (45 minutes)
 - Review of user feedback (surveys, feedback forms, support tickets)
 - Identification of common themes, pain points, and suggestions for improvement
4. Action Items and Next Steps (30 minutes)
 - Prioritization of enhancements and bug fixes based on feedback
 - Planning for future sprints and releases
 - Discussion of ongoing communication and support strategies

Expected Outcomes:

- Clear understanding of the application's initial performance and user satisfaction.
- Prioritized list of enhancements and bug fixes to address user feedback.
- Plan for future sprints and releases.

Meeting Name: Post-Launch Review Meeting (Monthly, then Quarterly)

Purpose:

- Review the application's launch and ongoing performance.
- Discuss user feedback and satisfaction.
- Identify areas for improvement and plan for future enhancements.

Attendees:

- Scrum Team (Scrum Master, Business Analysts, Developers, QA)
- TEA Product Owner

- TEA DevOps Representative
- Contractor Project Manager
- Contractor Project Team
- Relevant Stakeholders

Agenda:

1. Launch/Performance Summary (20 minutes)
 - Review of launch success/challenges, if applicable.
 - Presentation of key performance data (uptime, response time, error rates, user traffic).
 - Analysis of user engagement metrics (active users, session duration, feature usage).
2. User Feedback Discussion (40 minutes)
 - Review of user feedback (surveys, feedback forms, support tickets, help desk).
 - Identify common themes, pain points, and suggestions for improvement.
3. Action Items and Next Steps (60 minutes)
 - Prioritize enhancements and bug fixes based on feedback and performance data.
 - Plan for future sprints and releases.
 - Discuss ongoing communication and support strategies.

Expected Outcomes:

- Clear understanding of the application's performance and user satisfaction.
- Prioritized list of enhancements and bug fixes to address user feedback.
- Plan for future sprints and releases, aligned with user needs and project goals.

Meeting Name: Knowledge Transfer Sessions

Purpose:

- Transfer knowledge about the application's codebase, functionality, maintenance, and support procedures to the TEA team.
- Ensure a smooth transition of ownership and empower the TEA team to manage and maintain the application independently.

Attendees:

- Contractor's Technical Team (developers, testers, architects)
- Contractor Project Manager
- TEA's Internal or Designated Team

Agenda:

1. Introduction and Overview (15 minutes)

- Introduction of team members and roles.
- Review of the project scope and goals.
- 2. Codebase Walkthrough (60 minutes)
 - Explanation of code structure, organization, and key components.
 - Demonstration of coding standards and best practices.
 - Walkthrough of critical functionalities and modules.
- 3. Technical Documentation Review (45 minutes)
 - Overview of available documentation (architecture diagrams, API specs, user manuals).
 - Clarification of any questions or ambiguities.
- 4. Q&A and Troubleshooting (60 minutes)
 - Open discussion of any technical questions or concerns.
 - Troubleshooting common issues and scenarios.

Expected Outcomes:

- TEA team gains a comprehensive understanding of the application's codebase and architecture.
- TEA team is equipped to maintain, troubleshoot, and enhance the application independently.
- A collaborative relationship is established between the contractor and TEA teams to ensure ongoing support and knowledge sharing.

3.9. Contractors Financial Capability

In its sole discretion, TEA may require contractors to provide evidence of financial capability to fulfill the requirements of this solicitation as well as all services offered in the response.

TEA reserves the right to determine the financial integrity and responsibility of a contractor and to reject a response on the grounds of the contractor's lack of financial soundness. The agency may require submission of the following information in response to assess the financial viability of a contractor:

- A copy of the most recent audited financial statements, including financial statements with all sub-schedules and footnotes, to include balance sheets, profit, and loss statements, change in financial position and management letters, with findings and responses to findings; or
- If audited financial statements are unavailable, unaudited financial statements are compiled, reviewed, and attested by an independent certified public accountant or certified public accounting firm.

Depending on the procurement, TEA may determine that the financial statements certified as accurate by the entity's chief financial officer are acceptable.

Failure to provide the information, *if TEA requests it*, will result in disqualification. Following disqualification, TEA may, in its sole discretion, commence negotiations with another contractor.

4. Response Review and Evaluation

4.1. Response Review

TEA will review responses as soon as practical after the response deadline. At its sole discretion, TEA may request contractors with the highest scoring responses to participate in oral presentations. In most cases, oral presentations will take place via video conference. In the event TEA requires oral presentations to take place in Austin, Texas, contractors will be responsible for their own travel expenses.

If oral presentations take place, the TEA evaluation team will score responses again following oral presentations. The evaluation team shall consist of TEA staff with subject matter expertise who are knowledgeable in the content area. Absent good cause, the evaluation team will consist of the same individuals if written and oral presentations are required.

TEA Procurement Staff will compile the scores, verify them, and present the evaluation team's recommendations to TEA senior executive staff. TEA senior executive staff will exercise one of three options:

- Approve the recommendation to award the contract to the highest ranked contractor(s).
- Tentatively award the contract to the highest ranked contractor subject to successful completion of negotiations; or
- Not award the solicitation.

TEA will not disclose information about the status of this procurement until a contract is executed by both parties. If TEA awards multiple contracts, TEA will not disclose information until contracts are executed by all parties. Upon contract award, TEA will notify each contractor in writing of the selection or non-selection for award after contract execution.

4.2. Evaluation Criteria

TEA intends to award one or more contract(s) based on the ability of a contractor to complete all requirements contained in this solicitation. A contractor who is in default or otherwise not in good standing under any other current or prior contract with TEA at the time of selection will not be eligible for an award.

State agencies report contractor performance to the Comptroller of Public Accounts via VPTS to assist all state agencies in determining the best value for future awards. In accordance with [TGC](#)

[§2262.055](#), TEA will use the VPTS to determine whether or not a contractor's Contractor Performance Rating meets best value standards for contracting with the state. A score of "D", or "F", will result in a disqualification from consideration/evaluation for the current solicitation.

Best Value Considerations	Possible Points
A. UNDERSTANDING OF THE PROJECT, METHODOLOGY, AND TECHNICAL COMPONENTS	
1 Evidence that proposed services are responsive to requirements and other indicators of demand.	10
2 Strength and appropriateness of the proposed project design	10
3 Clear descriptions of the technical details for carrying out the project	5
4 Strength and appropriateness of the proposed approach for user-centered design.	10
5 Strength and appropriateness of proposed Agile methodology and plan for the project.	10
Section Total	45
B. MANAGEMENT PLAN, QUALIFICATIONS, AND EXPERIENCE	
1 Quality of the evidence relating to the Proposer's ability to manage and provide services for similar projects.	10
2 Strength and appropriateness of the proposed project management plan.	10
3 Personnel qualifications, including appropriate background working with schools and a combination of programmatic, UX design management, project management, and technical skills and experience.	20
Section Total	40
C. TASK, ACTIVITY, DELIVERABLE, AND BUDGET PLAN	
1 Logical, credible, specific and clear description of details for carrying out the project.	10
2 Evidence of appropriate time allotted for each task, activity and deliverable.	5
3 Adequacy and appropriateness of criteria, standards and/or design.	5
4 Responses for each deliverable are clearly detailed and include sufficient information to provide evidence that the work can be delivered in a high-quality manner.	10
5 Logical and appropriate time frames for completing project objectives.	5
6 Samples of tools/materials used are provided and of sufficient detail.	5
7 Competitive TADBP as it relates to standard market rates and the project requirements.	5
Section Total	45
D. INNOVATION	

1 Response includes an innovative approach to the project and strong evidence of a greater likelihood of success to meet objectives and deliverables.	5
2 Response includes innovative solution(s) to provide high-quality deliverables on an expedited timeline and/or results in cost efficiencies.	5
Section Total	10
Total Possible Points	140

5. Contractual Requirements

5.1. Incorporation and Order of Precedence

A copy of TEA's standard terms and conditions are attached to this solicitation as **Attachment B**. Contractors are responsible for reviewing the contract terms and conditions carefully. Most TEA contract clauses are required by state or federal law, administrative rule, or Comptroller of Texas Public Accounts guidance.

Contractors must clearly identify any exceptions to **Attachment B** as part of their response and provide alternative language to any contract terms and conditions when submitting a response to this solicitation. If a contractor signs their response and submits it without including specific exceptions to the contract terms and conditions included in this solicitation, TEA will accept the response but not negotiate and reserves the right to start negotiations with other contractors.

TEA will incorporate the selected response into the contract between the awarded contractor(s) and TEA. In the event of a conflict between or among the various documents comprising the contract, the following order of precedence will control (as applicable):

1. Special Terms and Conditions of the Contract;
2. Standard TEA Terms and Conditions;
3. Standard Form of Contract, inclusive of all attachments and annexes, other than the Special Terms and Conditions and the Standard Terms and Conditions;
4. Contractor's Best and Final Offer (BAFO); and
5. Contractor's executed offer submitted in response to this solicitation.

ATTACHMENT A: NOTICE OF INTENT TO SUBMIT A RESPONSE

RFO 701-25-009, Instructional Materials Internet Website

Separate action package

TEA requests contractors notify TEA as soon as possible of their intent to submit a response on the Bonfire platform. Toggle the Intent to Bid checkbox to confirm the intent to submit a response. Notifying TEA of an intent to submit a response in no way obliges a contractor to submit a response. You will not be able to prepare a submission unless you submit "Yes".

ATTACHMENT B

CONTRACT TERMS, CONDITIONS AND AFFIRMATIONS

1. Defined Terms: As used in this Attachment B, the following capitalized terms have the meanings specified below.

- (a) *Anonymized, Anonymizing and Anonymization* shall have the meanings assigned by the National Institute of Standards and Technology (NIST) in NIST SP 800-122, and Anonymized data refers to previously identifiable information that has been de-identified and for which a code, audit log, link or other association for re-identification no longer exists. Anonymization includes, without limitation, masking for small numbers and multiple layers of anonymization techniques. The process of creating Anonymized data is the irreversible process of removing identifiable information from datasets.
- (b) *Authorized User* shall mean (i) TEA, (ii) any Texas Local Education Agency ("LEA"), school district staff member, open-enrollment charter school, open-enrollment charter school staff member, private school, private school staff member, teacher, tutor, parent, student and/or resident (whether currently in-state or temporarily outside the State), and (iii) any other third party and its or their staff or personnel serving or acting on behalf of any of the Authorized Users named in (i) or (ii) above.
- (c) *Cloud Computing* means, in accordance with Section 2054.0593 of the Texas Government Code, a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction.
- (d) *Commercial* shall mean selling or reselling (whether directly or indirectly, via outright sale, license or otherwise) for financial consideration, access to the Contractor Materials or the Technology Platform.
- (e) *Comptroller* means the Texas Comptroller of Public Accounts.
- (f) *Contract* means the document entered into between TEA and Contractor, including all attachments (for the avoidance of doubt, including, but not limited to, the Standard TEA Terms and Conditions and any Special Terms and Conditions), annexes, exhibits, schedules, amendments, renewals and extensions of or to the Contract.
- (g) *Contract Manager* means the respective person(s) representing TEA or Contractor, as indicated by the Contract, for the purposes of administering the Contract Project.
- (h) *Contract Project* means the purpose intended to be achieved through the Contract.
- (i) *Contractor* means the party to this Contract who is providing the contracted goods or services to TEA, provided that, prior to Contract award, Contractor means the person or entity who provides a Response (i.e., a "Respondent").
- (j) *Contractor Materials* means, collectively: (i) the pre-existing, complete, standalone materials or products of Contractor marketed and offered by Contractor to third parties prior to provision to TEA that Contractor can document as such, (ii) all Intellectual Property Rights embodied therein, and (iii) any derivatives thereof (other than those created by TEA during the Term) and all Intellectual Property Rights embodied in those derivatives. Contractor Materials includes any Third-Party Materials. Contractor Materials includes the Technology Platform.
- (k) *FERPA* means the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99), the regulations issued pursuant thereto, and any amendments thereto.
- (l) *Generative AI* means an artificial intelligence capable of producing new or original outputs that resemble human-created content. Outputs created by a Generative AI can include text, images, audio, video, or computer code. Producing new and original content can include modifications to, or derivations of, existing content used as an input or prompt for the Generative AI. Generative AI does not include narrow AI if the narrow AI is incapable of producing new or original outputs.
- (m) *HSP* means a HUB subcontracting plan.
- (n) *HUB* means an entity certified by the Comptroller as a Historically Underutilized Business as defined in Section 2161.001 of the Texas Government Code.
- (o) *Intellectual Property Rights* means the legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations, social media pages and associated handles and hashtags; and (v) any other similar rights. The Intellectual Property Rights of a party include all legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

(p) *Non-Commercial* means any activity other than Commercial activities.

(q) *Personally Identifiable Information* means information that alone or in conjunction with other information identifies an individual, including, but not limited to, an individual's: name; Social Security number; date of birth; driver's license number; government-issued identification number; mother's maiden name; unique biometric data (including, but not limited to, the individual's fingerprint, voice print, retina or iris image, or a record of hand or face geometry); unique electronic identification number; address or routing code; telecommunication access device; account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; and/or identity and relates to the physical or mental health or condition of the individual, the provision of health care to the individual; or payment for the provision of health care to the individual.

With regard to information relating to students, the term also includes:

- (i) The student's name;
- (ii) The name of the student's parents or other family members;
- (iii) The address of the student's parent or other family members;
- (iv) A personal identifier, such as the student's Social Security number, student number, or biometric record (as defined in 34 CFR 99.3);
- (v) Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name;
- (vi) Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or
- (vii) Information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.

(r) *Protected Data* means the data, in electronic and physical form, that

- (i) is collected by and through any Technology Platform provided or operated by Contractor,
- (ii) may be input by Authorized Users, and/or
- (iii) is generated by Authorized Users or their devices by interacting with any Technology Platform provided by or through Contractor, including, without limitation, Personally Identifiable Information pertaining to students as well as to their parents or legal guardian and all grades, scorings, rankings, percentage comparisons, answers and responses to questions and assignments, and "educational records" as that term is defined by FERPA. Protected Data shall also include all versions and portions of any part of the Protected Data, all files and databases containing such Protected Data, as well as any information derived or generated therefrom through database hygiene, database management or otherwise.

(s) *Response* is what a Contractor submits in response to the solicitation that underlies this Contract, if any.

(t) *Service Credit* means any applicable credit, discount or refund for inadequate performance of the products or services under the Contract including, without limitation, of a Technology Platform, that could be construed as liquidated damages and has been incorporated into this Contract as a valid pre-estimate of damages TEA will sustain which will not be capable of precise determination; such credit is therefore considered to be an agreed-upon cost incurred as a result of Contractor's failure to meet the contracted-for requirements and is not a penalty.

(u) *Special Terms and Conditions* means the provisions contained in an Attachment C, if any.

(v) *Standard TEA Terms and Conditions* or *Standard Terms* means the provisions contained in this Attachment B.

(w) *State* means the State of Texas.

(x) *TEA* means the Texas Education Agency.

(y) *TEA Confidential Information* means information that is confidential under the provisions of FERPA, the Texas Public Information Act, or other applicable State or federal laws and (1) that is provided to Contractor by TEA, (2) that Contractor collects on behalf of TEA, or (3) that Contractor obtains in connection with the provision of goods and services hereunder. TEA Confidential Information also means information that is otherwise designated by TEA as non-public. TEA Confidential Information includes, without limitation, Protected Data. Examples of TEA Confidential Information include: (i) Personally Identifiable Information (ii) criminal background checks; (iii) an e-mail address of a member of the public, unless the individual waives his or her right to e-mail confidentiality by affirmatively consenting to disclose the e-mail address or the individual seeks to contract or has a contract with TEA; (iv) certain personnel information concerning a TEA employee including, but not limited to, home address, home telephone number, emergency contact information, and family member information (if the employee elects in writing to keep this information confidential), personal medical information, and information reflecting personal financial

decisions such as the employee's choice of insurance carrier or choice to contribute money to a 401(k); (v) information about security vulnerabilities in TEA systems; (vi) dataset extracted from confidential sources (e.g., SAS data sets); and (vii) student IDs (FERPA protected) and some government IDs. TEA Confidential Information also includes, without limitation, all cookies and metadata associated with TEA's webpages and online content. TEA Confidential Information does not include information that is proven by written records: (i) to be publicly known at the time of disclosure, (ii) to subsequently become publicly known through no fault of the Contractor and that is not under any other restrictions, or (iii) to have been obtained by Contractor through legitimate means other than from TEA, TEA's representatives, other contractors, or Authorized Users and that is not under any other restrictions.

(z) *TEA Trademarks License* has the meaning assigned to such term in Clause 20 of this Attachment B.

(aa) *Technology Platform* means the software and infrastructure (including but not limited to Contractor's software application or applications and any third-party or other software, and all new versions, updates, revisions, improvements, and modifications) in a hosted environment provided by Contractor to which TEA and/or Any Authorized User is being granted access under this Contract via a web site, designated IP address(es), or APIs, as described more fully in Attachment G to the Contract.

(bb) *Term* means the period of time between the execution of the Contract and the expiration of the Contract.

(cc) *Third-Party Materials* means any licensed third-party materials, and derivatives thereof, provided by Contractor to TEA.

(dd) *WCAG* means the Web Content Accessibility Guidelines, version 2.1 of June 5, 2018, level AA, from the World Wide Web Consortium, which are incorporated herein by reference.

(ee) *Working Day* means any day, Monday-Friday, other than a national holiday or state holiday, each as defined by Section 662.003 of the Texas Government Code, the Friday after Thanksgiving Day, December 24th, December 26th and any other day that TEA is closed. Use in these Standard Terms of the term "day" or "calendar day" rather than "working day" shall mean a calendar day.

(ff) *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, metadata, source code, concepts, systems, methodologies, information, images, illustrations, designs, graphics, drawings, educational materials, assessment forms, testing materials, logos, trademarks, patentable materials, input and output of a Generative AI and any revisions, edits, or derivatives thereof, etc. Works excludes any Contractor Materials, as defined above.

2. Excess Obligations Prohibited: This Contract is subject to termination or cancellation, without penalty to TEA, either in whole or in part, subject to the availability of State funds. TEA is a State agency whose authority and appropriations are subject to actions of the Texas Legislature. If TEA becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either TEA's or Contractor's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this provision, TEA will not be liable to Contractor for any damages that arise out of or are related to such termination or cancellation, and TEA will not be required to give prior notice of such termination or cancellation. Termination under this Clause shall not affect TEA's right to use previously paid licensed goods or services through the term of each such license, or any maintenance or support paid prior to such termination.

3. Indemnification: For the avoidance of doubt, TEA shall not indemnify Contractor or any other entity under the Contract because TEA is prohibited by law from indemnifying third parties.

General

CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE AND TEA, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, DESIGNEES, AND/OR ANY AUTHORIZED USER THAT DIRECTLY OR INDIRECTLY RECEIVES GOODS OR SERVICES FROM CONTRACTOR PURSUANT TO THIS CONTRACT, FROM AND AGAINST ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RELATING TO ANY ACTS OR OMISSIONS OF CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. CONTRACTOR AND TEA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Intellectual Property

CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE AND TEA, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, DESIGNEES, AND/OR ANY AUTHORIZED

USER THAT DIRECTLY OR INDIRECTLY RECEIVES GOODS OR SERVICES FROM CONTRACTOR PURSUANT TO THIS CONTRACT, FROM AND AGAINST ANY AND ALL LIABILITY, ACTIONS, CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, ARISING OUT OF OR RELATING TO: (A) THE PERFORMANCE OR ACTIONS OF CONTRACTOR PURSUANT TO THIS CONTRACT; (B) ANY DELIVERABLE, WORKS, DERIVATIVES OF SUCH DELIVERABLES AND WORKS, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (C) TEA'S AND/OR CONTRACTOR'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO TEA BY CONTRACTOR OR OTHERWISE TO WHICH TEA HAS ACCESS AS A RESULT OF CONTRACTOR'S PERFORMANCE UNDER THE CONTRACT. CONTRACTOR AND TEA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. IN ADDITION, CONTRACTOR WILL REIMBURSE TEA AND THE STATE FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF TEA DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF CONTRACTOR OR IF TEA IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, TEA WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND CONTRACTOR WILL PAY ALL REASONABLE COSTS OF TEA'S COUNSEL. FOR AVOIDANCE OF DOUBT, NOTWITHSTANDING THE ABOVE, ANY GOODS OR SERVICES CREATED BY A GENERATIVE AI ARE SUBJECT TO THIS INDEMNITY.

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

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

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

4. **Signature Authority and Binding Effect:** By executing the Contract, Contractor represents and warrants that the individual signing the Contract and any documents made part of the Contract, including, without limitation, the Response, is authorized to sign such documents on behalf of the Contractor and to bind the Contractor under the Contract. The Contract shall be binding upon and shall inure to the benefit of TEA and Contractor and to their respective permitted successors, and assigns.
5. **Responsibility for Actions and Limitation on Authority:** Contractor is solely responsible for its actions and those of its agents, employees or subcontractors. Contractor and its agents, employees or subcontractors shall have no authority to act for or on behalf of TEA or the State except as expressly provided for in the Contract; no other authority, power or use is granted or implied. Contractor and its agents, employees and subcontractors may not incur any debt, obligation, expenses, or liability of any kind on behalf of TEA or the State.
6. **Final Expression, and Superseding Document:** 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 and any documents referenced via URLs, "click-through" license agreements, end-user licenses, subscription agreements, terms of use or other terms that may be presented on, through or by the Technology Platform provided or operated by Contractor (whether presented before or after Contract signing) (collectively, "Supplemental Terms"). Such Supplemental Terms shall have no force and effect with respect to the Parties or any Authorized Users except with respect to the Creative Commons and open source licenses specified in Attachment E to the Contract. Contractor hereby represents and warrants that no Creative Commons licenses or open source licenses are applicable to any Works or Contractor Materials (other than a Technology Platform) except as provided in Attachment E to the Contract, and if no Attachment E is attached to the Contract, no such Supplemental Terms apply to this Contract. Subject to the foregoing, 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 as provided in Clause 7 or Clause 37 below.

Notwithstanding the foregoing, a particular Authorized User may agree to terms that are more protective of that Authorized User or their interests provided those terms do not conflict with the terms and conditions of this Contract. No such terms and conditions shall have any effect to the extent that they conflict with or diminish the rights of any Authorized User, or the protections afforded that Authorized User through this Contract.

- 7. Contract Change Management Procedure and Amendments:** All modifications, amendments or extensions to this Contract are subject to Clause 2 of these Standard TEA Terms and Conditions, will be executed on standard TEA forms, and will follow TEA's internal contracting process. All modifications, amendments or extensions will be initiated by TEA Contract and Purchasing staff. A modification, amendment, or extension to this Contract will become effective on the date of signature by TEA or the effective date shown on such, modification, amendment or extension document, whichever is later. All modifications, amendments, or extensions (other than a renewal as provided for in the Contract) must be in writing and signed by both parties. Notwithstanding the foregoing, TEA may make technical amendments in order to correct manifest errors in the Contract, provided such technical amendments would not have a materially adverse effect on Contractor and Contractor does not contest such amendments in writing within 30 days after TEA provides written notice to Contractor of such technical amendments.

- (a) Written amendments are required for the following Contract changes:
 - i. Any revision which would result in the need for additional funding;
 - ii. Revisions or additions to the scope of work, deliverables, or objectives of the Contract, other than revisions permitted by paragraph (b) of this Clause 7;
 - iii. Any extension of the period of the Contract other than a renewal as provided for in the Contract;
 - iv. Any reduction of funds or reduction in the scope of work, other than revisions permitted by paragraph (b) of this Clause 7; and
 - v. Any change to the Standard TEA Terms and Conditions.
- (b) Budget revisions approved by Contract Managers may be permitted, provided that: (1) any changes are documented in a form prepared by the TEA Contracts and Purchasing Division; (2) such budget revisions are countersigned by Contract Manager and Contractor; and (3) such changes are approved in writing by the TEA Contracts and Purchasing Division. Such budget revisions may only be considered in the following circumstances:
 - i. Reallocating existing funds among existing Contract tasks/deliverables (up to 25% increase or any decrease for each specified task/deliverable, provided that total Contract value does not increase);
 - ii. Reallocating funds across TEA fiscal years and State bienniums; and
 - iii. Revisions to the scope of work consisting of a reduction to specified tasks that would decrease the total Contract value.

Unauthorized Purchases

All changes to this Contract must follow the change management procedures set forth above. Any work not contemplated in this Contract must be added to this Contract in a formal contract amendment processed by the TEA Contracts and Purchasing Division prior to the work commencing. Only four individuals are authorized to execute contracts on behalf of the Texas Education Agency: The Commissioner of Education, the Deputy Commissioner of Finance, the Associate Commissioner of Agency Finance and the Director of Contracts and Purchasing. An amendment not signed by one of these four individuals is void. TEA shall have no obligation to pay for work performed without an executed Contract amendment in place in accordance with the foregoing. For any questions about Contract changes and to verify an amendment or budget revision, please email: teacontractmonitoring@tea.texas.gov.

Updates to Standard TEA Terms and Conditions

TEA updates the TEA Standard Terms and Conditions on a regular basis to account for changes to laws and evolving agency needs. Contractor agrees that updated Standard TEA Terms and Conditions may be included in any amendment, renewal, or other document altering this Contract and that any negotiations regarding such updated Standard TEA Terms and Conditions will be limited to terms that have changed since the most recent Standard TEA Terms and Conditions attached to the Contract.

- 8. Assignment:** Contractor may not assign the Contract or assign, transfer or delegate, in whole or in part, any of its interest in, or rights or obligations under, the Contract without the prior written consent of TEA, and any attempted or purported assignment, transfer or delegation thereof without such consent shall be null and void. To seek consent for assignment of this Contract, Contractor should contact TEAContractMonitoring@tea.texas.gov.
- 9. Mergers, Conversions, and Name Changes:** Contractor must notify TEA if Contractor is party to a merger, conversion to a different entity type, or amendment of its name within 15 calendar days of the effective date of the merger, conversion or name change. Upon effectiveness of the merger, conversion or name change, Contractor must submit to TEA (1) a certified copy of the merger, conversion or amendment document filed with Contractor's home state and (2) if Contractor is not a Texas entity, sufficient evidence to prove Contractor has updated its registration to transact business in Texas with the Texas Secretary of State pursuant to Chapter 9 of the Texas Business Organizations Code. Submissions under this Clause should be made to TEAContractMonitoring@tea.texas.gov.

If Contractor is a non-surviving party to the merger, Contractor's representatives may designate a surviving party of the merger. Subject to TEA approval in Clause 8, Assignment, the Contract will be considered to have been assigned to the designated survivor on the effective date of the merger or acquisition.

If Contractor survives the merger, no changes to the Contract shall be made. Payment will continue to be made directly to Contractor or its designee pursuant to the Contract.

- 10. Subcontracting:** Contractor may not subcontract any or all of the work and/or obligations due under the Contract without prior written approval of TEA. If the Contractor intends to enter into any subcontracts, Contractor shall send notice of such intent to the Contract Manager with a copy sent to TEAContractMonitoring@tea.texas.gov. Subcontracts, if any, entered into by the Contractor shall be in writing and be subject to the requirements of the Contract. Should Contractor subcontract any of the services required in the Contract, Contractor expressly understands and acknowledges that in entering into such subcontract(s), TEA is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve Contractor of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Contract.
- 11. Personnel Assignments, Transfers, HUB Subcontracting, Substitutions and Reporting:** TEA reserves the right to request changes in personnel assigned to the Contract Project. The TEA Contract Manager must pre-approve any changes in key personnel throughout the Term. Pursuant to 34 Tex. Admin. Code § 20.281-298 and Chapter 2161 of the Texas Government Code, Contractor shall maintain business records documenting compliance with the HSP and shall submit compliance reports to TEA. Any changes to the HSP must be approved by TEA HUB Coordinator before subcontracting changes are initiated. Substitutions are not permitted without written approval of TEA Contract Manager. If Contractor subcontracts any of the work without prior authorization and without complying with this Clause, Contractor is deemed to have breached the Contract and is subject to any remedial actions provided by Chapter 2161 of the Texas Government Code and other applicable State law. Contractor will be responsible for maintaining business records documenting compliance with HUB Program requirements. Contractor shall submit a Progress Assessment Report (PAR) monthly documenting all subcontractor payments made in the preceding month. Submission of the PAR is a condition for payment. PAR's are due no later than the 10th day of the following month. The PAR is required to be submitted monthly, even if no reportable activity occurred for the month. Reports shall be submitted electronically to the HUBOffice@tea.texas.gov. In addition to the PAR, Contractor shall also create and maintain a monitoring report to document that it is diligently monitoring and enforcing subcontractor compliance with the Contract. When requested by TEA, Contractor shall furnish TEA with satisfactory proof of its compliance with this provision.
- 12. Interpretation:** If this Contract is the result of a competitive solicitation, the terms, conditions, and assurances stated in such solicitation, if any, as well as Contractor's Response thereto, are incorporated herein by reference. In the event of a conflict between or among the various documents comprising the Contract, the order of precedence set forth in the Contract shall apply.
- 13. 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.
- 14. Proof of Financial Stability, Records Retention and the Right to Audit:** TEA may require Contractor to provide proof of financial stability prior to or at any time during the Term.

Contractor shall maintain and retain all records relating to the performance of the Contract, including supporting fiscal documents adequate to ensure that claims for Contract funds are in accordance with applicable State requirements. These records will be maintained and retained by Contractor for a period of seven years after (a) the Contract expiration date or (b) the resolution of all audit, claim, and litigation matters related to the Contract, whichever is later.

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

Contractor further agrees that acceptance of funds under this Contract acts as acceptance for TEA to conduct an audit or investigation in connection with those funds. Contractor, subcontractors, and any entities receiving funds through this Contract shall cooperate fully with TEA in the conduct of the audit or investigation, including making available at reasonable times and upon reasonable notice, and for a reasonable period, work papers, reports, books, records, supporting documents and any other records kept current by them pertaining to the Contract for purposes of inspecting, monitoring, auditing or evaluating by TEA and the State of Texas.

16. Technology Platform (SaaS) License

- (a) **License to Access and Use Technology Platform:** Contractor hereby grants to TEA, exercisable by TEA and by and through its Authorized Users, a nonexclusive, royalty-free, irrevocable, transferable and sublicensable right and license throughout the world during the Term and such additional periods, if any, as Contractor is required to provide any Technology Platform, to: (i) access and use the Technology Platform, including in operation with other software, hardware, systems, networks, and Technology Platform, for TEA's permitted uses; (ii) generate, print, copy, upload, download, store and otherwise process all graphical user interfaces, audio, visual, digital, and other output, displays, and content as may result from any access to or use of the Technology Platform; (iii) prepare, reproduce, print, download and use as many copies of the documentation as may be necessary or useful for any use of the Technology Platform under this Contract; (iv) access and use the Technology Platform

for all such non-production uses and applications as may be necessary or useful for the effective use of the Technology Platform as permitted hereunder, including for purposes of analysis, development, configuration, integration, testing, training, maintenance, support, and repair, which access and use will be without charge and shall not be included for any purpose in any calculation of TEA's or its Authorized Users' use of the Technology Platform, including for purposes of assessing any fees or other consideration payable to Contractor or determining any excess use of the Technology Platform as described in an order; and (v) perform, display, execute, reproduce, and modify (including to create improvements and derivative works of), and distribute and otherwise make available to Authorized Users, any Technology Platform solely to the extent necessary to access or use the Technology Platform in accordance with the terms and conditions of this Contract.

- (b) **Technology Platform Service Levels and Service Credits**: Contractor shall make the Technology Platform, if any, available to Authorized Users in accordance with Attachment F to the Contract, if attached, and provide the Service Credits set forth in Attachment F to the Contract for any failure to meet the agreed upon service levels.
- (c) **Technical Support Service Levels**: Contractor shall provide Authorized Users with technical support in accordance with Attachment F to the Contract, if any.
- (d) **No Indemnities for Authorized Users**: The Parties hereby acknowledge and agree that since Contractor controls the means of access to the Technology Platform and TEA is prohibited by law from indemnifying third parties, TEA shall have no responsibility or liability for: (1) verifying or enforcing whether an Authorized User is a bona fide Authorized User; (2) creating, distributing or enforcing login credentials; (3) controlling whether or not access to the Technology Platform is limited to Authorized Users; (4) enforcing or controlling Authorized Users' use of the Contractor Materials; (5) limiting Authorized Users' use of the Contractor Materials to Non-Commercial uses; (6) use of Contractor Materials by Authorized Users; (7) any other failures of, or actions by, any Authorized User in connection with this Contract, other than the willful actions of TEA or its employees; or (8) adherence to any Technology Platform user agreement provisions.

17. Intellectual Property

(a) **Ownership and License to Works Components**

Contractor agrees that all Works (as defined above) are intended to be and are, upon creation, works made for hire and the sole property of TEA. Contractor and its officers, directors, employees, agents, representatives and subcontractors shall have no rights therein. If the Works are, under applicable law, not considered works made for hire, Contractor hereby assigns to TEA all worldwide ownership of all rights in the Works, including, but not limited to, the Intellectual Property Rights, all works based upon, derived from or incorporating the Works, all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, all causes of action, either in law or in equity for past, present, or future infringement based on the Intellectual Property Rights, and all rights corresponding to the foregoing. Contractor agrees to execute all papers and to perform such other actions, as TEA may deem necessary to secure for TEA or its designee the rights herein assigned, 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.

In the event that Contractor has any rights in and to the Works that cannot be assigned to TEA, Contractor hereby grants to TEA an exclusive, worldwide, royalty-free, irrevocable, and perpetual license to directly and indirectly reproduce, distribute, modify, publicly perform and publicly display the Works, prepare derivative works of the Works, and to make, have made, use, sell and offer for sale any products developed by practicing such license rights, and to otherwise use such license rights, with the right to sublicense such rights through multiple levels of sublicenses.

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

Contractor represents and 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 in 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 representations and warranties will survive the termination of the Contract.

(b) **License to Contractor Materials**

Contractor hereby grants to TEA and Authorized Users a nonexclusive, worldwide, royalty-free, fully paid-up, irrevocable, perpetual, unlimited, assignable and transferable right and license to the Contractor Materials (except for any Contractor Materials that are a Technology Platform), and any updates, revisions, additions thereto, or derivative works thereof, to directly and indirectly: (i) use, access, execute, reproduce, copy, modify, adapt, publicly display, publicly perform, provide access

to, distribute copies of, transmit and otherwise use and exploit; and (ii) authorize others to do any or all of the foregoing in a sublicense, subcontractor agreement, sub-grant or otherwise, for or on behalf of TEA, in order to further the purposes of TEA (collectively "Materials License"). The Materials License includes the right for TEA and Authorized Users to create derivative works of the Contractor Materials and authorize others to do so in order to further the purposes of TEA and/or Authorized Users. The authors of such derivative works shall have and retain ownership of such derivative works.

For the avoidance of doubt, Technology Platforms are subject only to the license in Clause 16.

18. Social Security Numbers (SSNs) Withheld: TEA will not provide SSNs to any Contractor under this Contract unless specifically stated as part of the Contract Project requirements. TEA, its Contractors and their subcontractors, will not require or request school districts to provide SSNs under this Contract. Contractor agrees that in executing tasks on behalf of TEA, Contractor 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 in accordance with the terms in Clause 21 on Confidential Information, FERPA, and Information Security Requirements hereof.

19. Nondisclosure and Press Releases: Contractor shall not use TEA's name, logo, or other likeness in any press release, marketing material, or other announcement without TEA's prior written approval and in the event of such approval, Contractor shall comply with the TEA Trademarks License set forth below. TEA does not endorse any vendor, commodity, or service. Contractor is not authorized to make or participate in any media releases or public announcements pertaining to this procurement, the Response, the Contract, or the services to which any of the foregoing relate without TEA's prior written consent, and then only in accordance with explicit written instructions from TEA. All information gathered, produced, derived, obtained, analyzed, controlled or accessed by Contractor in connection with this Contract shall be and remain confidential and shall not be released or disclosed by Contractor without the prior written consent of TEA, which consent must specifically identify the information, data, or materials requested and the audience for the release of information.

20. Trademark License for Contractor's Use of TEA's Logo and Other Trademarks

Contractor hereby acknowledges and agrees that all trademarks and service marks adopted, used, registered, and/or owned by TEA ("TEA Trademarks," as shown in the TEA Brand Book, which is available upon request) remain the exclusive property of TEA, that all right, title and interest in and to the TEA Trademarks are exclusively held by TEA and all goodwill associated with such trademarks inures solely to TEA. TEA hereby grants to Contractor, and any approved subcontractors pursuant to Clause 10 hereof, for the Term, a limited, non-exclusive, non-assignable, non-transferable license to reproduce specific TEA Trademarks, which must be approved by the Contract Manager in each case, on published materials, in print and digital form, solely for purposes authorized under this Contract and only in furtherance of the Contract Project ("TEA Trademarks License"), provided that such TEA Trademarks License is expressly conditional upon and subject to, the following:

- (a) Contractor is in compliance with all provisions of, and laws applicable to, this Contract;
- (b) Contractor is in compliance with all rules, requirements, formats and depictions as set forth in the TEA Brand Book;
- (c) Contractor's use of the TEA Trademarks is strictly in accordance with the quality standards and in conformance with the reproduction requirements set forth in the TEA Brand Book or as otherwise communicated by TEA and used as directed by TEA;
- (d) Contractor takes no action to damage the goodwill associated with the TEA Trademarks, and does not directly or indirectly contest, attack, dispute, challenge, cancel and/or oppose TEA's right, title and interest in the TEA Trademarks or their validity;
- (e) Contractor makes no attempt to sublicense, assign or transfer any rights under this TEA Trademarks License;
- (f) Contractor makes no use of the TEA Trademarks to advertise, market, or sell its goods or services to any third parties;
- (g) Contractor complies with any marking requests TEA may make in relation to the TEA Trademarks, including without limitation to use the phrase "Registered Trademark," the symbol "™", and/or the registered trademark symbol "®", as directed by TEA; and
- (h) Contractor shall provide examples of proposed usage of the TEA Trademarks for review and approval by TEA.

Contractor represents and warrants that all materials produced for and/or procured by TEA will align with the requirements and content expectations detailed in the TEA Brand Book. All materials delivered by Contractor that do not meet the requirements contained in the TEA Brand Book shall be deemed not accepted for purposes of Clause 55 (Payment) of these Standard TEA Terms and Conditions. To the extent that Contractor has any questions about content in the TEA Brand Book or TEA appearance and style guidelines, they should email Communications@tea.texas.gov.

If TEA discovers that Contractor's uses of the TEA Trademarks are not of a high quality, as determined by TEA, TEA may give Contractor five working days' written notice within which to change its operations to conform to TEA's requirements. After the five working day period, should Contractor fail to meet the quality requirements of TEA, TEA, may at its sole discretion, terminate this Contract and/or Contractor's license to use TEA Trademarks.

Contractor further agrees that it is critical that the goodwill associated with the TEA Trademarks is protected and enhanced and, toward this end, Contractor shall not during the Term or thereafter: (i) attack the title or any rights of TEA in or to the TEA Trademarks; (ii) attack the validity of this Contract; (iii) do anything either by an act of omission or commission which might impair, violate or infringe the TEA Trademarks; (iv) claim (adversely to TEA or anyone claiming rights through TEA) any right, title or interest in or to the TEA Trademarks; (v) misuse or harm the TEA Trademarks or bring the TEA Trademarks into disrepute; (vi) for its benefit, directly or indirectly, register or apply for registration of the TEA Trademarks or any mark which is, in TEA's reasonable opinion, the same as or confusingly similar to any of the TEA Trademarks; and/or (vii) for its benefit, directly or indirectly, register, maintain or apply for

registration of a domain name which is, in TEA's reasonable opinion, the same as, confusingly similar to or incorporates any of the TEA Trademarks.

21. Confidential Information, FERPA, and Information Security Requirements:

(a) **TEA Confidential Information and Protected Data**

Contractor acknowledges and agrees that Contractor does not own any TEA Confidential Information, including any Protected Data, shall not acquire any ownership or other rights to such TEA Confidential Information as a result of performing this Contract, and has no right to use such TEA Confidential Information except as explicitly provided in this Contract for the purposes of performing this Contract Project as directed by TEA.

(b) **Access to and Use of TEA Confidential Information**

Contractor represents and warrants that it will take all necessary and appropriate action to safeguard TEA Confidential Information and to protect it from unauthorized disclosure. If Contractor discloses any TEA Confidential Information to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor. Whenever communications with Contractor necessitate the release of TEA Confidential Information, additional TEA confidentiality forms will need to be signed by the Contractor who requires access to or may be exposed to that information. Contractor shall access TEA's systems or TEA Confidential Information only for the purposes for which it is authorized under this Contract. Contractor shall have a policy and process in place that ensures the same level of protection of TEA Confidential Information by all employees and subcontractors who require access to or may be exposed to that information.

Contractor shall at all times cause an Authorized User's Protected Data to be accessible solely by such Authorized User and its related or otherwise authorized persons and entities, including applicable teachers and tutors, and applicable school, school district and TEA personnel. Contractor shall allow each Authorized User and its related persons and entities, at any time, to export such Authorized User's Protected Data in a standard electronic format as mutually agreed by TEA and Contractor throughout and until the expiration of the Term.

Contractor shall not: (i) anonymize or de-identify any part of TEA Confidential Information or create statistics or analysis of TEA Confidential Information for any Contractor purpose, marketing or otherwise, except as necessary to meet its obligations to TEA under the Contract or as allowed by Clause 22(d); (ii) use or distribute any part of TEA Confidential Information by or to any third-party, except as necessary to meet its obligations to TEA under the Contract and subject to Clause 21(e) below; and/or (iii) use such data for any other purpose not specifically set forth herein or as otherwise authorized in writing by the owner of the Protected Data.

For the avoidance of doubt, all Contractor's representations, warranties and covenants herein including, but not limited to, access to TEA Confidential Information, FERPA compliance, information security compliance, and disclosure of security breaches, apply to all Protected Data.

Under no circumstances, unless the use is explicitly and expressly allowed under the terms of this Contract and only to directly further the Contract Project, may any TEA Confidential Information be used (1) as an input to a Generative AI, (2) in an environment where any Generative AI may have access to the TEA Confidential Information, or (3) to train, improve or otherwise modify any artificial intelligence models or algorithms, including, without limitation, any large language models. A statement in the Response that Generative AI will or may be used shall not be considered an explicit and express allowance.

(c) **Data Privacy Agreements for Protected Data**

In addition to any agreements required by an Authorized User, prior to the collection, input, or generation of any Protected Data, a data privacy agreement must be signed between the Contractor and/or relevant subcontractor and such Authorized User. The data privacy agreement must be the most recent version and revision of the Texas Standard Student Data Privacy Agreement distributed by Texas Education Technology Leaders unless a different agreement is explicitly required in writing by the Authorized User.

(d) **Limited Use of Anonymized Data**

If Contractor wishes to produce Anonymized data from TEA's Protected Data, Contractor shall submit a written request to TEA, and TEA has the option, in its sole discretion, to approve or deny that request. If the request is granted by TEA for a particular set of Protected Data, after Anonymization, the resulting Anonymized data is owned by TEA and is only authorized for use by Contractor in accordance with the following:

- (1) Protected Data that has been Anonymized by Contractor must be reported to TEA at that time, and upon termination or expiration of the Contract, and accompanied by a document in each instance signed by an authorized officer of Contractor attesting that all requirements relative to Anonymization have been met;
- (2) Contractor represents and warrants it shall and will continue to: (A) comply with all applicable laws and regulations governing the handling of such Anonymized data; and (B) implement internal procedures and controls to protect against the re-identification of Anonymized data;
- (3) Contractor may use Anonymized data solely for purposes of product improvement;
- (4) The Anonymized dataset shall not be used to re-identify the dataset or to recreate the original data during or after the Term; and

- (5) CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE STATE AND TEA, AND/OR ITS/THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES AND/OR ANY AUTHORIZED USER AGAINST ANY AND ALL CLAIMS AND LIABILITIES, INCLUDING ALL COSTS AND EXPENSES, ARISING OUT OF ANY SUCH USE AND/OR DISCLOSURE OF PROTECTED DATA TO ITS RESEARCH PARTNERS, OR IN ANY WAY CONNECTED WITH ANY ACTUAL OR ALLEGED ACTION OR FAILURE TO ACT RELATIVE TO, OR RESULTING FROM, THE MISUSE AND/OR MISHANDLING OF THE PROTECTED DATA BY CONTRACTOR, CONTRACTOR'S SUBCONTRACTORS AND/OR CONTRACTOR'S RESEARCH PARTNERS.

Contractor shall not provide any Protected Data to research partners.

If any of the above requirements have not been met as determined by TEA in its sole discretion, Contractor agrees to immediately cease use of the applicable Anonymized data and return such data to TEA.

Notwithstanding the above, unless the use is explicitly and expressly allowed under the terms of this Contract and only to directly further the Contract Project, TEA Confidential Information, regardless of whether it has been Anonymized, may not be used (1) as an input to a Generative AI, (2) in an environment where any Generative AI may have access to the TEA Confidential Information, or (3) to train, improve or otherwise modify any artificial intelligence models or algorithms. A statement in the Response that Generative AI will or may be used shall not be considered an explicit and express allowance.

(e) **Release of TEA Confidential Information**

Contractor may not release or disclose TEA Confidential Information to any third-party except as described in this Clause. TEA Confidential Information may only be released or disclosed to any third-party if: (i) required by applicable laws or regulations, (ii) required by any subpoena or similar legal process, or (iii) (A) the release or disclosure is necessary for Contractor to meet its obligations to TEA under the Contract, (B) Contractor keeps a record of all individuals that will have access to the TEA Confidential Information, (C) Contractor requires TEA confidentiality forms be signed by all individuals who will or may access the TEA Confidential Information and (D) Contractor obtains express, written consent from the Contract Manager to release the TEA Confidential Information. Such consent shall be required in all circumstances notwithstanding any other provision of this Contract. The record of individuals with access to the TEA Confidential Information must be made available to TEA immediately upon request.

(f) **Notice of Order or Request for Release; Notice of Release**

Contractor shall immediately notify TEA upon its receipt of an order or request for the release of TEA Confidential Information.

Contractor shall immediately notify TEA upon its release of TEA Confidential Information.

(g) **FERPA**

Contractor, its employees and 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 applicable law and regulations, including without limitation, FERPA.

(h) **Return and Destruction of TEA Confidential Information.**

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

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

Subject to Clause 64(g), no later than 30 days from Contract expiration or termination or as otherwise specified in this Contract, Contractor must complete the sanitization and destruction of all TEA Confidential Information, including all copies thereof and materials incorporating such TEA Confidential Information, whether in physical or electronic form, and provide to the TEA Contract Manager documentation that the sanitization has been completed. An authorized agent of Contractor must certify the completion of the destruction of data and sanitization.

22. Information Security Requirements

Contractor shall: (a) use appropriate legal, organizational, physical, administrative and technical measures, and security procedures, including, without limitation, ensuring TEA Confidential Information will be encrypted at rest and in motion, to safeguard and ensure the security of TEA Confidential Information and to protect TEA Confidential Information from unauthorized access, hacking, disclosure, duplication, theft, use, modification and/or loss; (b) comply with all applicable laws and regulations governing the handling

of TEA data, including TEA Confidential Information; (c) process all TEA Confidential Information solely within the United States and limit access to the TEA Confidential Information to employees, subcontractors and staff of Contractor who have passed reasonable security clearance checks; (d) implement physical security and access controls at any of its facilities (including any data centers) that house TEA Confidential Information; (e) leverage one or more of the following authentication controls: multi-factor authentication (MFA), privileged access management (PAM), and/or 14 character minimum passphrases on systems that will store, process, or transmit TEA Confidential Information; (f) enable endpoint detection and response (EDR) technology on systems that will store, process, or transmit TEA Confidential Information; (g) provide evidence of an established vulnerability and patch management program; and (h) store backups of all TEA data, including TEA Confidential Information, on a separate network from production.

Contractor shall implement an adequate cybersecurity framework based on one of the nationally recognized standards such as: NIST Cybersecurity Framework Version 1.1, NIST SP 800-53, NIST SP 800-171, NIST Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), ISO 27000 series, or CIS Critical Security Controls (CSC, CIS Top 18). The adopted cybersecurity framework may not conflict with the most recent version of the Texas Cybersecurity Framework adopted by the Department of Information Resources under Chapters 2054 and 2059 of the Texas Government Code.

TEA shall have the right to review Contractor's security measures to ensure that any data that is in Contractor's possession is secure. For any Contractor or subcontractor that transmits, processes, or stores TEA Confidential Information, TEA may require Contractor or subcontractor to periodically provide evidence of its information security policies, procedures, controls, and third-party certifications. Contractor shall cooperate fully by providing such evidence and by making resources, personnel, and systems access available to TEA and TEA's authorized representative(s), if requested by TEA. TEA shall also have the right to immediately terminate network and system connections that do not meet the requirements herein. For any information security risks of the Contractor identified by TEA throughout the Term, TEA may require an action plan to mitigate or remediate the security risk and Contractor agrees to provide such action plan promptly upon request.

If Contractor is providing TEA software goods or services and/or data processing goods or services, Contractor agrees to provide secure configuration guidelines that fully describe all security relevant configuration options and their implications for the overall security of the software. The guidelines shall include a full description of dependencies on the supporting platform, including operating system, web server, and application server, and how they should be configured for security.

(a) **Cybersecurity Training**

Contractor shall ensure that any Contractor employee or subcontractor employee who (1) has access to any TEA Confidential Information or (2) has remote access to any internal TEA network or system, shall complete a cybersecurity training program certified by the Texas Department of Information Resources under Section 2054.519 of the Texas Government Code. Such training is required annually. Contractor shall provide TEA with verification of the completion of the requisite training. If TEA requires a specific cybersecurity training program, Contractor's employees or subcontractors shall complete that cybersecurity training program even if those individuals have already completed another certified training program that otherwise complies with this subsection.

(b) **Access to Internal TEA Network and Systems**

As a condition of gaining remote access to any internal TEA network and systems, Contractor must comply with TEA's policies and procedures reviewed in the cybersecurity training required under subsection (a) above. The cybersecurity training must be completed within 30 days of obtaining access to TEA networks and systems, and on an annual basis thereafter. TEA's remote access request procedures will require Contractor to submit applicable TEA access request forms for TEA's review and approval. Remote access technologies provided by Contractor must be approved by TEA's Chief Information Security Officer. TEA, in its sole discretion, may deny network or system access to any individual that does not complete the required forms. Contractor must secure its own connected systems in a manner consistent with TEA's requirements. The off-site downloading, transfer, and/or storage of TEA Confidential Information is strictly prohibited unless such acts are specifically allowed in the Contract's scope of work. Contractor may not use any computing device to access TEA's network or e-mail while outside of the continental United States.

(c) **Data Management and Security Controls**

In accordance with Section 2054.138 of the Texas Government Code, Contractor certifies that it will comply with the security controls required under this Contract and will maintain records and make them available to TEA as evidence of Contractor's compliance with the required controls.

(d) **Contractor-Developed Websites and Mobile Applications**

In accordance with Section 2054.516 of the Texas Government Code, Contractor shall conduct and provide results of penetration tests, at Contractor's sole expense, of Contractor-developed websites and/or mobile applications for specific TEA use that process, transmit, or store TEA Confidential Information prior to launch and annually thereafter. TEA shall have the right to conduct a penetration scan and/or vulnerability testing through a third party periodically during the Term without prior notice. Contractor shall resolve all identified issues to TEA's satisfaction in a timely manner not to exceed 30 days from the date such issues are identified, provided that for any issues which cannot be resolved within 30 days, Contractor and TEA shall agree upon a plan for resolving such issues as promptly as practical, but in any case not to exceed three months.

Websites that process, transmit, or store TEA Confidential Information shall be accessible through a secure connection (HTTPS-only, with HTTP Strict Transport Security (HSTS)), utilizing Transport Layer Security (TLS) version 1.2 or higher.

If Contractor develops or hosts a website or mobile application on behalf of TEA, TEA shall have the right to require, at Contractor's sole expense, a third-party risk assessment, including, but not limited to, a security audit or a privacy audit. Contractor may provide a copy of a current and valid Service Organization Control type 2 (SOC 2) report in lieu of the foregoing.

23. Cloud Computing State Risk and Authorization Management Program: If this Contract involves Cloud Computing services subjected to the Cloud Computing state risk and authorization management program ("TxRAMP"), pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to TxRAMP, Contractor represents and warrants that it complies with the requirements of the state risk and authorization management program and Contractor agrees that throughout the Term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract. Additionally, any third-party Cloud Computing services the Contractor will leverage to store, process, or transmit any TEA data shall be disclosed in writing to TEA prior to use with any TEA data and shall be subject to TxRAMP requirements.

24. Disclosure of and Response to Security Breach or Security Vulnerability

Contractor shall provide notice to TEA's Contract Manager and TEA's Chief Information Security Officer as soon as possible following Contractor's discovery or reasonable belief that there has been unauthorized use, exposure, access, disclosure, compromise, modification, or loss of sensitive data or TEA Confidential Information or any breach, denial of service attack and/or inaccessible data due to ransomware or other type of malware (each such event being a "Security Incident"). Within 24 hours of the discovery or reasonable belief of a Security Incident, Contractor shall provide a written report to TEA's Chief Information Security Officer at Cybersecurity@tea.texas.gov. The report shall include the following information, to the extent known by Contractor:

- (a) Description of the nature of the Security Incident;
- (b) The type of TEA information involved;
- (c) Who may have obtained the information;
- (d) The specific malware variant used to perform the attack, if any;
- (e) What steps Contractor has taken or will take to investigate the Security Incident (Including external resources leveraged);
- (f) Whether law enforcement was notified and, if so, written confirmation and verification from the law enforcement agency that there is an active investigation into the breach;
- (g) What steps Contractor has taken or will take to mitigate any negative effect of the Security Incident;
- (h) What corrective action Contractor has taken or will take to prevent future similar unauthorized use or disclosure; and
- (i) A point of contact for additional information.

After submission of the initial report, if Contractor discovers additional responsive information, Contractor shall notify TEA's Chief Information Security Officer immediately. If no additional information is discovered, Contractor must provide a report to TEA's Chief Information Security Officer on at least a weekly basis providing the status of the investigation and confirming no additional information has been discovered. The TEA Chief Information Security Officer may request update reports on a more frequent basis by sending a request in writing to Contractor, and Contractor shall use best efforts to comply with that frequency request.

Contractor acknowledges and agrees that the determination as to whether TEA information was involved in the Security Incident is of paramount importance, and timely communication of the above information to TEA is essential to the performance of this Contract. Notwithstanding any other provision herein, Contractor shall fully cooperate with TEA in providing all such information requested by TEA in order for TEA to: (a) meet any applicable statutory notification requirements, as described by TEA and communicated to Contractor; and (b) mitigate the effects of any Security Incident. Failure to comply with any of the reporting requirements under this Clause is a material breach of the Contract.

Contractor will notify TEA, at cybersecurity@tea.texas.gov, within 24 hours, of any new report of a known exploited security vulnerability published in publications of the Cybersecurity and Infrastructure Security Agency, such as the Known Exploited Vulnerabilities (KEV) database, or any zero-day security vulnerability, that directly or indirectly affects either the Contractor's Technology Platform or any platform that includes or could allow access to TEA Confidential Information (each such event, a "Security Vulnerability").

Contractor will provide an action plan for final resolution of such Security Incident or Security Vulnerability within one week of the date of such Security Incident or Security Vulnerability and complete remediation of such Security Incident or Security Vulnerability must be completed at Contractor's expense.

Contractor shall confer with TEA's Chief Information Security Officer regarding the proper course of the investigation and risk mitigation. TEA reserves the right to conduct an independent investigation of any Security Incident, SAS 70 Audit or other audit in TEA's sole discretion, and should TEA choose to do so, Contractor shall cooperate fully by making resources, personnel, and systems access available to TEA and TEA's authorized representative(s).

Contractor is not permitted to issue a press release or otherwise publicly disclose the breach without TEA coordination and approval. Subject to review and approval of TEA's Chief Information Security Officer, Contractor, at its own cost, shall provide notice that satisfies the requirements of applicable law to individuals whose personal, confidential, or privileged data were compromised or likely compromised as a result of the Security Incident, regulatory agencies and other entities as required by law or contract.

Contractor shall reimburse and indemnify TEA or affected Authorized Users for any and all costs and expenses that TEA or affected

Authorized Users incur in investigating and remediating the Security Incident, including but not limited to costs and expenses associated with: a) TEA or Authorized Users preparing and providing notice to individuals whose confidential data was compromised or likely compromised; (b) providing credit monitoring for a minimum of 18 months to individuals whose confidential data was compromised or likely compromised as a result of the security breach that a reasonable person would believe may impact the individual's credit or financial security; (c) legal fees, audit costs, fines, and any other fees or damages imposed against TEA or affected Authorized Users as a result of the security breach; and (d) providing any other notifications or fulfilling any other requirements under other State or federal laws.

If Contractor does not reimburse such costs within 30 days of TEA's written request, 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.

- 25. Load Testing:** Prior to delivery or as otherwise mutually agreed, the Contractor must conduct load testing of the Technology Platform with simulated usage commensurate with the expected usage of the Technology Platform and provide documentation to TEA that the Technology Platform has been successfully load tested.

Failed Load Testing: In its sole judgment, TEA may terminate the Contract for cause if the Technology Platform fails to successfully complete load testing, and Contractor shall refund all fees paid to TEA.

Without prejudice to TEA's right to terminate for cause for unsuccessful load testing, TEA may, in its sole determination:

- (a) give the Contractor the opportunity to extend the load testing period for up to 30 calendar days to allow the Contractor to diagnose and correct performance problems that may be caused by the Technology Platform or the configuration of the Technology Platform;
- (b) give the Contractor the opportunity to install additional hardware or platform components, at the Contractor's sole expense, to meet the performance requirements specified; or
- (c) give the Contractor up to 30 calendar days following the diagnosis of any problem related to the Technology Platform to correct, at the Contractor's sole expense, the defects in the Technology Platform.

- 26. Electronic and Information Resources Accessibility Standards:** Contractor represents and warrants that the products and services that are the subject of this Contract comply with the State accessibility requirements for Electronic Information Resources (EIR) specified in 1 Tex. Admin. Code Chapter 206 and 1 Tex. Admin. Code Chapter 213. For purposes of this Contract, digital files such as PDFs, Word files, PowerPoint files, and other similar files are EIR within the meaning of Chapter 206 and Chapter 213 of the Texas Administrative Code.

Contractor represents and warrants that the deliverables under this Contract also comply with the federal regulations set forth in Section 508 of the Rehabilitation Act of 1973.

Contractor shall follow the WCAG as the minimum technical accessibility standard unless a stricter standard is mandated under 1 Tex. Admin. Code Chapter 206 or 1 Tex. Admin. Code Chapter 213.

Contractor shall provide credible evidence of its ability to produce EIR that comply with all rules and statutes referenced above and is acceptable to TEA in TEA's sole discretion.

Upon request of TEA, which shall not be unreasonable, a Contractor shall arrange accessibility testing with a third-party company to evaluate the accessibility of each EIR at Contractor's expense unless otherwise provided in Attachment A. The ideal third-party company shall have a proven track record in accessibility testing for products of the same type as the EIR and use real users with disabilities for manual testing. The third-party company will provide an accessibility conformance report (ACR) to the Contractor and any recommendations they suggest. The report must be submitted to the TEA Contract Manager for inclusion in the Contract file.

In addition to the quality control measures for Generative AI in Clause 27, if Contractor uses Generative AI to make any deliverable, or part of a deliverable, accessible, Contractor shall ensure the output of the Generative AI is reviewed in whole for accuracy, quality, and compliance with any relevant law by an individual with the knowledge and skills required to perform such a review.

- 27. Quality Control Measures for Generative AI:** Contractor represents and warrants that Generative AI will only be used by Contractor, if at all, in compliance with any restrictions on such use under this Contract. If Contractor is otherwise permitted under this Contract to use Generative AI for any specific purpose, such use shall only be permitted with quality controls as described in this Clause and this Contract.

Contractor shall implement robust and comprehensive quality control measures when using Generative AI. Quality control measures should include all reasonable industry standards and expectations with regard to use of Generative AI and shall include, but should not be limited to, the following quality controls:

- (a) **Human Oversight:** Any output by Generative AI must, within a reasonable timeframe, be reviewed, approved, and edited by a human qualified to perform the review, approval, and editing. The review shall ensure, at minimum, the output is accurate and free of bias.

- (b) **Safety and Testing:** Contractor must ensure that the Generative AI has been subject to adequate testing and safeguards in alignment with general and reasonable industry standards and expectations.
- (c) **Quality of Generative AI:** Contractor must ensure that the Generative AI used by Contractor (1) performs in accordance with any specifications placed by Contractor, if any, (2) was created using an industry standard risk management system such as NIST-AI-600-1, and (3) has been trained using data appropriate for its use, with such data sources having been appropriately licensed as required by law.
- (d) **Security of Generative AI:** The Generative AI used by Contractor must be secure against (1) attacks, gaming, and misuse, and (2) data leakage.
- (e) **Bias:** Contractor must ensure that the underlying model powering the Generative AI is reasonably free from bias. The model must be designed to identify and mitigate any type of bias in its training data or in its algorithm by ensuring, to the extent possible, demographic parity and equalized odds. Bias includes, but is not limited to, racial, gender, ideological, or other prejudicial biases.
- (f) **Transparency:** Contractor must ensure that the Generative AI reasonably complies with all industry standards relating to transparency in the field of generative artificial intelligence such as ISO/IEC or NIST standards.
- (g) **Compliance with Law:** The Generative AI used by Contractor must comply with all relevant State and federal laws.
- (h) **Provenance:** Contractor must have the capability, as appropriate and technologically feasible, to verify and reliably label or establish the provenance of the Generative AI's output as being generated or modified by the Generative AI.
- (i) **Attribution:** Contractor must have a process in place to review output, determine whether attribution to a third-party source is necessary, and notify TEA of the need to attribute.
- (j) **Training:** Contractor shall provide training to any individual who will use Generative AI on behalf of Contractor in performance under this Contract. The training should (1) encompass the functionality, advantages, and possible hazards of the Generative AI and (2) emphasize the ethical and legal obligations relating to generative artificial intelligence. The training should be conducted regularly to ensure users are familiar with the latest industry standard practices regarding generative artificial intelligence.

Contractor shall maintain an awareness of industry practices with regard to generative artificial intelligence and review its quality control measures at least quarterly to ensure Contractor meets or exceeds the requirements of those industry practices.

Contractor acknowledges that it is paramount that TEA have the necessary resources and information to, upon TEA's request, verify Contractor's compliance with this Clause and demonstrate compliance with this Clause. Accordingly, Contractor shall retain and maintain information in a human-readable form that explains or could reasonably be used to explain the output of any Generative AI used by Contractor in furtherance of this Contract. Contractor shall provide that information to TEA upon request and shall reasonably make resources available to (1) facilitate TEA's understanding and review of the information and (2) assist TEA in responding to requests, inquiries, investigations, or other actions with respect to the Generative AI. Contractor shall also provide a copy of any of its policies and procedures relating to Generative AI upon request by TEA.

28. Using Generative AI in Decision-making: Contractor shall not allow Generative AI to make decisions or judgments in performance of this Contract.

29. Unauthorized Recordings or Transcripts Prohibited: Contractor may not, except to the extent required by federal or State law, record or transcribe the contents of any meeting involving TEA staff or any Authorized User without the prior written consent of the Contract Manager. Written consent must be obtained from the Contract Manager for each meeting that will be recorded or transcribed; blanket written consent for all meetings under the Contract or a subset of those meetings is insufficient under this Clause. This prohibition includes, but is not limited to, the use of Generative AI for such purpose. Any transcription that is authorized under this Clause must be submitted to TEA for review.

30. Drafts or Working Versions of Electronic Deliverables: In addition to the format of any deliverables set forth in Attachment A and/or the task plan, Contractor shall provide, within five (5) business days of a request by TEA, any (1) deliverable or (2) draft component or working version of a deliverable to TEA in its native format or another format specified by TEA, if Contractor can reasonably provide such a draft or working version.

31. Obscene or Harmful Content and LEA Compliance with Laws: Contractor represents and warrants that all Contractor Materials, Works and any other deliverables hereunder and/or content accessible within a product provided under this Contract:

- (a) Are and shall be compliant and consistent with all relevant laws and regulations to protect Texas students from obscene or harmful content, including, but not limited to:
 - i. the Children's Internet Protection Act, Pub. L. No. 106-554, 114 Stat. 2763A-335 (2000);
 - ii. Section 28.0022 of the Texas Education Code;
 - iii. Section 43.22 of the Texas Penal Code (meaning no violation of such Penal Code section); and
 - iv. any other law, rule or regulation that protects students from obscene or harmful content, including any TEKS or instructional materials suitability rubrics,

and

- (b) Shall not undermine, subvert or impede compliance with federal and state law by any LEA that uses goods or services provided under this Contract. Compliance with federal and state law includes, but is not limited to, Section 31.1011(a)(1) of the Texas

Education Code, which requires that districts and charter schools must certify annually, for each subject and grade level in their curriculum, that (1) they provide each student with instructional materials that cover all elements of the essential knowledge and skills adopted by the State Board of Education for that subject and grade level, and (2) that students are protected from obscene or harmful content in compliance with subsection (a)(i) above.

Any content included in Contractor Materials, Works or other deliverables and/or accessible content determined by TEA to be out of compliance with (a) above shall be corrected by Contractor and resubmitted to TEA within fifteen (15) working days of written notification from TEA. This correction shall be made even if the deliverables have already been accepted by TEA. In addition, Contractor shall routinely report in writing to TEA any feedback from participating school districts, LEAs, Education Service Centers, charter schools or other educators or parents that may relate to, or indicate a violation of, the above requirements, within fifteen (15) working days of receipt of such feedback.

- 32. 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.
- 33. TEA Property:** 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 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.
- 34. Use of State Property:** Contractor is prohibited from using State Property for any purpose other than performing services authorized under the Contract. "State Property" includes, but is not limited to, TEA's office space, identification badges, TEA information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads, external hard drives, data storage devices, any TEA-issued software, and the TEA Virtual Private Network (VPN client)), and any other resources of TEA. Contractor will not remove State Property from the continental United States. In addition, Contractor may not use any computing device to access TEA's network or e-mail while outside of the continental United States. Contractor will not perform any maintenance services on State Property unless the Contract expressly authorizes such services. During the time that State Property is in the possession of Contractor, Contractor will be responsible for all charges attributable to Contractor's use of State Property that exceeds the Contract Project. Contractor will fully reimburse such charges to TEA within 10 calendar days of Contractor's receipt of TEA's notice of amount due. 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. Use of State Property for a purpose not authorized by Contract will constitute breach of contract and may result in termination of the Contract and the pursuit of other remedies available to TEA under the Contract, at law, or in equity.
- 35. Governing Law and Venue:** The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to TEA.
- 36. No Waiver:** Nothing in this Contract shall be construed as a waiver of TEA's or the State's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to TEA or the State. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to TEA or the State under the Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. TEA does not waive any privileges, rights, defenses, or immunities available to TEA by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.
- 37. Applicable Law and Conforming Amendments:** Contractor must comply with all laws, regulations, requirements and guidelines applicable to a Contractor providing services to the State as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the Term. Any alterations, additions, or deletions to the terms of this Contract which are required by changes in federal or State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 38. Federal Rules, Laws, and Regulations that apply to all Federal Programs:** Contractor represents and warrants its compliance with all federal laws, rules, and regulations, pertaining to the Contract Project, including, but not limited to:
- (a) 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;
 - (b) 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;
 - (c) 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;
 - (d) 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;

- (e) 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;
- (f) The Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments;
- (g) 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;
- (h) 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);
- (i) The Clean Air Act (42 U.S.C. § 7401 et seq.) and the Clean Water Act (33 U.S.C. § 1251 et seq.), as amended;
- (j) 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
- (k) General Education Provisions Act, as amended.

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

- 39. Equal Employment Opportunity:** Contractor represents and warrants its compliance with all applicable duly enacted State and federal laws governing equal employment opportunities.
- 40. E-Verify Program:** Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the Term of the Contract to determine the eligibility of:
- (a) All persons employed by Contractor to perform duties within Texas; and
 - (b) All persons, including subcontractors, assigned by Contractor to perform work pursuant to the Contract within the United States of America.
- 41. Compliance with Laws:** Contractor shall comply with all laws, regulations, requirements, and guidelines applicable to a contractor providing services and products required by the Contract to the State, as these laws, regulations, requirements, and guidelines currently exist and as amended throughout the Term. TEA reserves the right, in its sole discretion, to unilaterally amend the Contract prior to award and throughout the Term to incorporate any modifications necessary for TEA's compliance, as an agency of the State, with all applicable State and federal laws, regulations, requirements, and guidelines. Contractor represents and warrants that it has determined what licenses, certifications, and permits are required under the Contract and has acquired all applicable licenses, certifications, and permits. For the entire duration of the Contract, Contractor shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. When required or requested by TEA, Contractor shall furnish TEA with satisfactory proof of its compliance with this provision.
- 42. Legal and Regulatory Actions:** Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Contractor or any of the individuals or entities included in the Response within the five calendar years immediately preceding the submission of the Response that would or could impair Contractor's performance under the Contract, relate to the solicited or similar goods or services, or otherwise be relevant to TEA's consideration of the Response. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has included as a detailed attachment in its Response a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Contractor's performance under the Contract, relate to the solicited or similar goods or services, or otherwise be relevant to TEA's consideration of the Response. In addition, Contractor represents and warrants that it shall notify TEA in writing within 5 working days of any changes to the representations or warranties in this Clause and understands that failure to so timely update TEA shall constitute a material breach of contract and may result in immediate termination of the Contract.
- 43. 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 to so comply.
- 44. No Exclusivity:** The Contract is not exclusive to the Contractor. TEA may obtain products and related services from other sources during the Term of the Contract. TEA makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and related services will be procured through the Contract.
- 45. Antitrust:** By signing this Contract, Contractor represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation, partnership, or institution has (a) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws; or (b) communicated directly or indirectly any of the contents of the Response to any competitor or any other person engaged in the same line of business as Contractor.
- 46. Unfair Business Practices:** Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit. Contractor represents and warrants that it has no officers who have served as officers of

other entities who have been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code or allegations of any unfair business practices in an administrative hearing or court suit.

- 47. Child Support Obligation Affirmation:** Under Section 231.006 of the Texas Family Code, Contractor certifies that the individual or business entity named in this Contract or Response is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
- 48. Public Information Act:** Contractor understands that TEA is subject to, and will comply with, the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State. Information, documentation, and other material in connection with this solicitation, the Response or any resulting Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State. TEA Contract Manager will provide the specific format by which Contractor is required to make the information accessible by the public.
- If TEA receives a request for disclosure of information, such information must qualify for an exception provided by the Act to be withheld from public disclosure. Contractor authorizes TEA to submit any such information, including information Contractor has labeled as confidential or proprietary, to the Office of the Attorney General for a determination as to whether such information may be exempt from public disclosure under the Act. TEA shall have no obligation to submit information it does not have a good faith belief may be subject to an exception to disclosure to the Attorney General. It shall be the responsibility of Contractor to make any legal argument to the Attorney General or appropriate court of law regarding the exception of the information in question from disclosure. Contractor waives any claim against and releases from liability TEA, its officers, employees, agents, and attorneys with respect to disclosure of information provided in accordance with the Texas Public Information Act. Upon receipt of a request for information, the TEA Contract Manager shall request the responsive information from the Contractor, and Contractor shall respond to TEA's request within five working days.
- 49. Lobbying Prohibition:** Contractor represents and warrants that TEA's payments to Contractor and Contractor's receipt of appropriated or other funds under the Contract are not prohibited by Sections 556.005 or 556.0055 of the Texas Government Code.
- 50. Prohibition of Text Messaging and Emailing while Driving during Official Federal Grant Business:** Federal grant recipients and their grant personnel are prohibited from texting messaging while driving a government owned vehicle or while driving their own privately-owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," effective October 1, 2009.
- 51. Liability for and Payment of Taxes:** Purchases made for the State's use are exempt from the State Sales Tax and Federal Excise Tax. TEA will furnish Tax Exemption Certificates upon request. 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.
- 52. Conformance:** Contractor represents and warrants that all goods and services furnished will conform in all respects to the terms of this Contract, including any drawings, specifications or standards incorporated herein, and will be free from any defects in materials, workmanship, or design. In addition, Contractor warrants that goods and services are suitable for and will perform in accordance with the purposes for which they are intended.
- 53. Buy Texas Affirmation:** In accordance with Section 2155.4441 of the Texas Government Code, Contractor agrees that during the performance of a contract for services, Contractor shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this State. This provision does not apply if Contractor receives any federal funds under this Contract.
- 54. Pricing Certification, Best Pricing:** Contractor hereby represents and warrants that the fees and expenses charged for the work being conducted for TEA under this Contract are no less favorable than Contractor's standard pricing practices utilized for offers for similar work to similar organizations including, without limitation, any pricing provided pursuant to a contract with the Texas Department of Information Resources or any pricing previously provided to TEA. If Contractor enters into any subsequent agreement for similar work with any similar organization during the Term which provides for benefits, pricing and/or hourly rates that are more favorable than those contained in this Contract, Contractor shall notify TEA promptly of the existence of such more favorable benefits, pricing and/or hourly rates and TEA shall have the right to receive the more favorable contractual terms immediately. If requested in writing by TEA, Contractor hereby agrees to amend this Contract to contain the more favorable benefits, pricing and/or hourly rates.
- 55. Payment:** Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment. Payment for goods or services purchased with State-appropriated funds will be issued by (a) State warrants or (b) electronic Direct Deposit from the State Treasury. Direct Deposit is the preferred method of payment. Additional information and a Direct Deposit Authorization application may be found at: <https://fmnx.cpa.state.tx.us/fm/payment/index.php>. Invoices must be submitted to TEAAccountsPayable@tea.texas.gov and TEA Contract Manager. Any payment owed by TEA must be transmitted electronically to Contractor no later than 30 days after the latest of:

- (a) Date on which TEA received the goods;
- (b) Date the performance of the service under the Contract is completed; or
- (c) Date on which TEA received the complete and correct invoice for goods or services.

Payment for service(s) described in this Contract is contingent upon satisfactory completion of the deliverables or services. For the avoidance of doubt, Contractor must comply with all sections of Chapter 2251 applicable to Contractor, including but not limited to, provisions regarding payments to subcontractors.

Contractor shall submit one original copy of an itemized invoice including all required information detailed in 34 Tex. Admin. Code § 20.487. Invoices must include, at a minimum, the following information:

- (a) the contractor's mailing and e-mail (if applicable) address,
- (b) the contractor's telephone number,
- (c) the name and telephone number of a person designated by the contractor to answer questions regarding the invoice,
- (d) the state agency's name, agency number, and delivery address,
- (e) the state agency's purchase order number, if applicable,
- (f) the Contract number or other reference number, if applicable,
- (g) a valid Texas identification number (TIN) issued by the Comptroller,
- (h) a description of the goods or services as outlined in the Contract, including relevant delivery dates and the service period,
- (i) unit numbers corresponding to the amount of the invoice,
- (j) if submitting an invoice after receiving an assignment of a contract, the TIN of the original contractor and the TIN of the successor vendor, and
- (k) other relevant information supporting and explaining the payment requested.

TEA will have 15 working days to approve a deliverable or request revisions to the deliverable. Contractor must receive written approval from TEA before payment may be made on a deliverable. If TEA finds a submitted deliverable to be substandard or not in compliance with the deliverable definition provided by the TEA Contract Manager and Attachment A, Contractor will have 10 working days to provide a Corrective Action Plan and address the quality or other compliance requirements and resubmit the deliverable. A "Correction Action Plan" under this Clause means a written document that identifies specific activities that must be performed by the Contractor to restore compliance with the Contract and be tailored to address the identified deficiency, clearly state the desired outcome, and establish a time frame for the Contractor to demonstrate improved performance. TEA reserves the right to reject and withhold payment for deliverables found to be substandard or not in compliance with the deliverable definition, including without limitation test items developed under the Contract.

Contractor is strongly encouraged to collaborate with TEA on draft versions of any deliverables or services and request review(s) of such draft versions before submitting a final version. Additional costs incurred by Contractor that result from repeated submissions and revising of substandard deliverables will be borne solely by Contractor and not charged against the Contract or to TEA. This does not preclude an arrangement that allows Contractor to bill against a deliverable as progress is made toward completing that deliverable, so long as documentation of such progress in a form and nature satisfactory to TEA is provided and is approved by TEA. It is up to Contractor to request incremental billing based on progress towards a deliverable, and such a request must be approved by TEA prior to submission of any invoice by Contractor.

Unless otherwise stated, payment under this Contract will be made upon delivery of goods and performance of services based upon submission of an invoice, properly prepared and certified, outlining expenditures by deliverable as detailed above and required by 34 Tex. Admin. Code § 20.487. The final invoice is due within 45 days after the end of the Contract. Payment on the final expenditure report is contingent upon receipt of all reports/products required by this Contract. All costs must be reasonable, allowable and allocable to the Contract Project.

An encumbrance, accounts payable, and expenditure, as with all other contract accounting terms, will be as defined in the *Financial Accounting and Reporting Module of TEA Financial Accountability System Resource Guide*. All goods must have been received and all services rendered by the ending date of this Contract in order for Contractor to include these costs as either expenditures or as accounts payable and, thereby, recover funds due.

56. Debts and Delinquencies Affirmation: Contractor acknowledges and agrees that, to the extent Contractor owes any debt including, but not limited to, delinquent taxes, delinquent student loans, and child support owed to the State, any payments or other amounts Contractor is otherwise owed under the Contract may be applied toward any debt Contractor owes the State until the debt is paid in full, regardless of when the debt or delinquency was incurred. These provisions are effective at any time Contractor owes any such debt or delinquency.

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

57. 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.

58. 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.

59. Credit for Deficient Deliverables: After payment has been made on an invoice related to a deliverable, even if that deliverable has already been accepted, if TEA discovers a deficiency in that deliverable, TEA shall be entitled to a credit equal to the amount paid for that deliverable if Contractor is not able to resolve the deficiency within 90 days from the day Contractor is notified by TEA of the deficiency. TEA shall reasonably determine if a deficiency is resolved. If a deficiency is not resolved, TEA shall have the right to withhold the amount of the credit from future invoice payments to Contractor.

For purposes of this Clause, a deficiency shall be defined as (1) a critical flaw in the deliverable, (2) Contractor's failure to obtain intellectual property rights relating to the deliverable as required by this Contract, or (3) Contractor's failure to comply with a certification, warranty, or representation in a Clause of this Contract in relation to or in performance of the deliverable.

60. Time Delays, Suspension, and Sanctions for Failure to Perform:

Time is of the Essence

Contractor's timely performance is essential to this Contract.

Suspension

If this Contract is suspended by TEA prior to its expiration date, the reasonable monetary value of services properly performed by Contractor pursuant to this Contract prior to suspension shall be determined by TEA and paid to Contractor as soon as reasonably possible. TEA shall not be required to pay any standby hourly rates during a suspension of work.

Sanctions

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

61. Service Levels: Contractor shall perform its obligations in accordance with the performance standards set forth in Exhibit F, if attached, and provide the Service Credits set forth in Attachment F for any failure to meet the agreed upon service levels.

62. 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.

63. Protests: Any actual or prospective Contractor who is aggrieved in connection with the solicitation, evaluation, or award of this Contract by TEA may submit a formal protest to the Director of TEA's Purchasing and Contracts Division. This protest procedure shall be the exclusive method by which anyone may make a challenge to any aspect of TEA's contracting process. TEA will not be required to consider the merits of any protest unless the written protest is submitted within 10 working days after such aggrieved person knows, or reasonably should have known, of the occurrence of the action which is protested. The protest document must meet with all requirements in applicable law and TEA's rules (19 Tex. Admin. Code § 30.2002).

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

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

(a) **Termination for Convenience:** TEA may terminate this Contract at any time, in whole or in part, without cost or penalty, by providing 15 calendar days' advance written notice to Contractor. In the event of such a termination, Contractor must, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. TEA shall be liable for payments limited only to the portion of work TEA authorized in writing and which Contractor has completed, delivered to TEA, and which has been accepted by TEA. All such work shall have been completed, in accordance with Contract requirements, prior to the effective date of termination. TEA shall have no other liability, including no liability for any costs associated with the termination.

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

appropriate court action to enforce the provisions of the Contract, or to recover damages for the breach of any agreement being derived from the Contract. The exercise of any of the foregoing remedies will not constitute a termination of the Contract unless TEA notifies Contractor in writing prior to the exercise of such remedy.

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

- (c) **Termination Due to Changes in Law:** If federal or State laws or regulations or other federal or State requirements are amended or judicially interpreted so that either party cannot reasonably fulfill this Contract and if the parties cannot agree to an amendment that would enable substantial continuation of the Contract, the parties shall be discharged from any further obligations under this Contract.
- (d) **Rights upon Termination or Expiration of Contract:** In the event that the Contract is terminated for any reason, or upon its expiration, TEA shall retain ownership of all Works and associated documentation and materials obtained from Contractor under the Contract.
- (e) **Survival of Terms:** Expiration or termination of the Contract for any reason does not release Contractor from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, warranty, transition, records, audit, ownership of intellectual property or other property rights, dispute resolution, rights and remedies upon termination, invoice and fees verification.
- (f) **Delivery of Works:** Upon TEA's request, at any time during the Term, and upon termination or expiration of the Contract, Contractor shall deliver, surrender, and assign, to TEA or to a third party designated by TEA in writing, all Works, except any Works containing TEA Confidential Information which shall be returned to TEA in accordance with subsection (g) below. Contractor will begin shipping, transmitting or providing access to all Works to TEA or its designee within 10 business days from TEA's request. Contractor will be responsible for providing the services identified in the Contract until all Works have been completely transferred to TEA or its designee. Contractor is responsible for performing due diligence to ensure that all the transition activities are identified and completed during the Contract transition. For the avoidance of doubt, TEA has no obligation to compensate Contractor for transferring items under this Clause unless compensation is specifically provided for in Attachment A.

TEA will not pay the final invoice until all Works are returned to TEA or its designee. TEA Contract Manager shall approve the transition plan prior to its implementation. The transition plan must minimize the impacts on continuity of operations and maintain communication with TEA Contract Manager and TEA's designee, if any.

- (g) **Return of TEA Confidential Information:** TEA has the unrestricted right, (i) upon request at any time during the Term or (ii) upon termination or expiration of the Contract, to the return of TEA Confidential Information to any Authorized Users designated by TEA.

Following confirmation by TEA that the copies of such TEA Confidential Information have been returned and upon the completion of any Contract Project activities for which such materials are required, Contractor will sanitize or destroy all other copies of such material in Contractor's possession and cease using such materials and any information contained therein for any purpose. Contractor must certify that all records have either been properly cleared, purged, destroyed or returned to TEA in order to close out the Contract.

65. Insurance: Contractor represents and warrants that it maintains and will maintain the following insurance coverage during the Term:

Minimum Required Amounts of Insurance Coverage	
Type of Insurance	Each Occurrence/Aggregate
<i>Workers Compensation</i>	Statutory Limits
<i>Employers Liability</i>	
Bodily Injury by Accident	\$1,000,000 each Accident
Bodily Injury by Disease	\$1,000,000 each Employee
Bodily Injury by Disease	\$1,000,000 Policy Limit
<i>Commercial General Liability</i> (Occurrence based)	Bodily Injury and Property Damage \$1,000,000 each Occurrence Limit \$2,000,000 Aggregate Limit \$5,000 Medical Expenses each person \$2,000,000 Products/Completed Operations Aggregate Limit \$1,000,000 Personal Injury and Advertising Liability \$50,000 Damage to Premises Rented
<i>Automobile Liability</i> All Owned, Hired and Non-Owned Vehicles	\$500,000 Combined Single Limit (for each accident)
<i>Umbrella/Excess Liability</i>	\$1,000,000 per Occurrence
<i>Technology/Professional Liability Insurance, and Intellectual Property Infringement, and Data Protection Liability Insurance (Cyber Liability)</i>	\$5,000,000 for each and every claim and in the aggregate, covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering the Contract Project, including: (i) intellectual property infringement arising out of software and/or content (excluding patent infringement and misappropriation of trade secrets); (ii) breaches of security; (iii) a violation or infringement of any laws; and (iv) data theft, damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of Personally Identifiable Information or confidential corporate information, transmission of a computer virus or other type of malicious code, and participation in a denial of service attack on a third party. Such insurance must address all of the foregoing without limitation if caused by Contractor, its Affiliates or agents, or an independent contractor working on behalf of the Contractor in providing the Contract Project

All required insurance coverage must: (a) be in a form satisfactory to TEA; (b) be written on a primary and non-contributory basis with any other insurance coverages Contractor currently has in place; (c) include a Waiver of Subrogation Clause; and (d) be issued from a company or companies that: (i) have a Financial Strength Rating of "A" or better from A.M. Best Company, Inc., (ii) have a Financial Size Category Class of "VII" or better from A.M. Best Company, Inc., and (iii) are authorized to do business under the laws of the State.

All required insurance coverage, other than workers compensation and professional liability, must name the State, TEA and its/their Officers, Directors, and Employees as additional insureds. Contractor shall provide to TEA certificates of insurance showing the State and TEA as named additional insureds as detailed below.

Contractor shall:

- provide Certificates of Insurance to the TEA Contracts and Purchasing Division by email at TEAContractMonitoring@tea.texas.gov or by U.S. First Class Mail within 30 days of the time Contractor submits its signed Contract and at least 30 calendar days prior to any material change of a required policy;
- provide (a) notice to TEA Contracts and Purchasing Division by email at TEAContractMonitoring@tea.texas.gov or by U.S. First Class Mail of any cancellation or non-renewal of a required policy at least 30 days prior to such cancellation or non-renewal and (b) Certificates of Insurance for any policy replacing such cancelled or non-renewed policy to TEA Contracts and Purchasing Division by email at TEAContractMonitoring@tea.texas.gov or by U.S. First Class Mail at least 10 calendar days prior to such cancellation or non-renewal;
- ensure that all required insurance policies are written to cover all products, services, and locations related to Contractor's performance under the Contract; and
- within five working days of being requested by TEA, provide additional written proof, acceptable to TEA, of all policies and renewal policies. All policies and renewal policies must meet all terms set forth in the Contract.

Contractor further represents and warrants that all policies contain endorsements prohibiting cancellation except upon at least 30 days prior written notice to TEA.

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

overcome. Force majeure events specifically exclude cyberattacks, intrusions and incidents of unauthorized access to any Contractor Technology Platform that is provided to TEA hereunder. Each party must inform the other in writing, with proof of receipt, within five working days of the existence of such force majeure, or otherwise waive this right as a defense. Contractor shall use diligent efforts to end the failure or delay and ensure the effects of such force majeure event are minimized. In the event of a force majeure event, Contractor will not increase its charges under this Contract. If the delay or failure continues beyond 10 calendar days, TEA may terminate this Contract in whole or in part with no further liability and will receive a refund of any prepaid fees unearned as of the time of termination.

- 67. Drug Free Workplace Policy:** Contractor represents and warrants that it shall comply with the applicable provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) and maintain a drug-free work environment.
- 68. Performance Measurement:** Contractor shall use Office of Management and Budget-approved standard information collections when providing financial and performance information. Contractor must be able to relate financial data to performance accomplishments of the Contract Project. Contractor must also provide cost information to demonstrate cost effective practices (e.g., through unit cost data). Contract performance should be measured in a way that will help to improve program outcomes, share lessons learned, and spread adoption of promising practices. Contractor must have effective control over, and accountability for, all funds, property, and other assets. The Contractor must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- 69. Entities that Boycott Israel:** Contractor represents and warrants that: (a) it does not, and shall not for the duration of the Contract, boycott Israel or (b) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify TEA.
- 70. Energy Company Boycotts:** Contractor represents and warrants that: (a) it does not, and will not for the duration of the Contract, boycott energy companies or (b) the verification required by Section 2276.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify TEA.
- 71. Firearm Entities and Trade Associations Discrimination:** Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify TEA.
- 72. COVID-19 Vaccine Passport Prohibition:** Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.
- 73. National Anthem Verification:** If Contractor is a professional sports team as defined by Section 2004.002 of the Texas Occupations Code, including a wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of a professional sports team that exists to make a profit, Contractor will play the United States national anthem at the beginning of each team sporting event held at the Contractor's home venue or other venue controlled by Contractor for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Contractor to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Contractor may be debarred from contracting with the State. TEA or the Attorney General may strictly enforce this provision.
- 74. Equal Treatment of All Persons:** Consistent with Article I, Section 3a of the Texas Constitution, the Fourteenth Amendment to the United States Constitution, federal and State law, and Executive Order No. GA-55, Contractor represents and warrants that:
- (a) all conduct under this Contract shall be administered and performed in a neutral manner without regard to race of persons;
 - (b) Contractor shall not, in the specific performance of this Contract, elevate one individual person over another, or advantage any one person over another, due to race;
 - (c) Contractor shall not, in the specific performance of this Contract, employ practices or engage in any advancement of the programs known as diversity, equity and inclusion, critical race theory, affirmative action, or other similar, divisive agendas;
 - (d) Contractor's staff, agents, and subcontractors that are selected and employed in the specific performance of this Contract shall be selected and employed solely on merit and the ability to perform; and
 - (e) Contractor shall ensure that any subcontractors participating in the specific performance of this Contract represent and warrant to the provisions of this Clause.
- 75. Biological Sex and No Preferred Pronouns:** Contractor represents and warrants that it shall ensure that all actions in specific performance of this Contract shall comply with federal and state law and reflect that there are only two sexes. Contractor's employees, officers, representatives, subcontractors, and agents shall not, in performance of this Contract, present, direct, request, or suggest the use of preferred personal pronouns in professional correspondence or presentations.
- 76. Critical Infrastructure Affirmation:** If Contractor will be granted direct or remote access to or control of critical infrastructure in this State, as defined by Section 2275.0101 of the Texas Government Code, which includes cybersecurity systems, excluding access specifically allowed by the governmental entity for product warranty and support purposes, then pursuant to Section 2275.0102 of the Texas Government Code, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent

company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Texas Government Code Section 2275.0103, or (2) headquartered in any of those countries.

- 77. Critical Infrastructure Subcontracts:** For purposes of this Clause, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes, unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify TEA before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.
- 78. Disaster Recovery Measures and Plan:** Contractor will maintain commercially reasonable business continuity and disaster recovery measures (including but not limited to adequate backups in the case of ransomware) to prevent or cure any resulting delay or failure and must execute such measures prior to being excused from performance due to force majeure. In accordance with 13 Tex. Admin. Code § 6.94(a)(9), Contractor must provide to TEA the descriptions of its business continuity and disaster recovery plan. Contractor shall provide TEA with a copy of updated versions of its business continuity and disaster recovery plan (and that of any subcontractor, including any third-party hosting company, that it uses) within 30 days after changes are adopted, or within five days of TEA requesting a copy. Contractor must provide TEA the expected recovery time objective and recovery point objective in the event of major outage. TEA shall be free to share the disaster plan with any government agency with jurisdiction to request a copy from TEA and as otherwise required by a court of competent jurisdiction, or any federal or State law, including without limitation the Public Information Act, in accordance with Clause 48 hereof.
- 79. Computer Equipment Recycling Program:** If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 Tex. Admin. Code Chapter 328.
- 80. Television Equipment Recycling Program:** If Contractor is submitting a Response for the purchase or lease of covered television equipment, then Contractor certifies that it is compliant with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.
- 81. Secure Erasure of Hard Disk Capability:** All equipment provided to TEA by Contractor that is equipped with hard disk drives (i.e., computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such equipment, either at the end of the equipment's useful life or the end of the related services agreement for such equipment, in accordance with 1 Tex. Admin. Code Chapter 202.
- 82. Electrical Items:** All electrical items purchased under this Contract must meet all applicable OSHA standards and regulations and bear the appropriate listing from Underwriters Laboratory (UL), Factory Mutual Resource Corporation (FMRC), or National Electrical Manufacturers Association (NEMA).
- 83. Independent Contractor:** Contractor acknowledges and agrees that it is furnishing products and services in the capacity of an independent contractor and that Contractor, Contractor's employees, representatives, agents, subcontractors, suppliers, and third-party service providers are not employees of TEA or the State. Contractor shall have no claim against TEA for vacation pay, sick leave, retirement benefits, Social Security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Contract shall not create any joint venture, partnership, agency, or employment relationship between Contractor and TEA.
- 84. Excluded Parties:** Contractor certifies that:
- (a) It is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control; and
 - (b) Neither Contractor, nor any of its holding companies or subsidiaries, is:
 - (i) listed in Section 889 of the 2019 National Defense Authorization Act;
 - (ii) listed in Section 1260H of the 2021 National Defense Authorization Act;
 - (iii) owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or
 - (iv) controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

- 85. Felony Criminal Convictions:** Contractor represents and warrants that Contractor has not and Contractor's employees, agents or representatives, including any subcontractors and employees, agents or representative of such subcontractors 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.
- 86. Criminal Background Checks:** If during the Term, Contractor and/or Contractor's staff, or subcontractor and/or subcontractor's staff have either (a) access to Texas public school campuses, or (b) access to TEA Confidential Information or TEA data systems, all of Contractor and/or Contractor's staff and/or subcontractor and/or subcontractor's staff must submit to a national criminal history record information review (including fingerprinting) and meet all eligibility standards and criteria as set by TEA before serving in assignments on behalf of TEA. This requirement applies to all individuals who currently serve or will serve in TEA assignments that have the possibility of direct contact with students. 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, Contractor's staff, subcontractor or subcontractor's staff is not eligible for assignment, this Contract will be terminated effective immediately or the date of notice of non-eligibility, whichever is earliest.
- (a) Contractor, Contractor's staff, subcontractor or subcontractor's staff will not meet eligibility standards and be permanently disqualified from serving on TEA assignments if an initial review of criminal history records indicates:
 - i. A conviction or deferred adjudication for a felony or Class A misdemeanor;
 - ii. Offense on conviction of which the defendant is required to register as a sex offender; or
 - iii. Offense under the laws of another state or federal law that is equivalent to an offense specified above, or their criminal record indicates an unresolved felony or Class A misdemeanor.
 - (b) Educator Certification Required: If the individual is a certified educator, the educator's certificate(s) must currently be valid and in good standing. If the certificate(s) is/are not in good standing (inactive, invalid, revoked, suspended or surrendered) the individual is not eligible for TEA appointments, assignments, contract, or grant awards or to provide services to school entities on behalf of TEA.
- 87. Disclosure of Prior State Employment:** In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Contractor certifies that it does not employ an individual who has been employed by TEA or another State agency at any time during the two years preceding the submission of the Response or, in the alternative, Contractor has disclosed in its Response the following: (a) the nature of the previous employment with TEA or the other State agency; (b) the date the employment was terminated; and (c) the annual rate of compensation for the employment at the time of its termination.
- 88. No Conflicts of Interest:** Contractor represents and warrants that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- 89. Collusion:** Contractor represents and warrants that Contractor has not colluded with, nor received any assistance from, any person who was paid by TEA to prepare specifications or a solicitation on which a Contractor's Response is based and will not allow any person who prepared the respective specifications or solicitation to participate financially in any Contract award.
- 90. Suspension and Debarment:** Contractor represents and warrants that it and its principals are not suspended or debarred from doing business with the State or federal government as listed on the State Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and/or the System for Award Management (SAM) maintained by the General Services Administration.
- 91. Financial Participation Prohibited:** Under Section 2155.004(b) of the Texas Government Code, Contractor certifies that the individual or business entity named in the Response or Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
- 92. Foreign Terrorist Organizations:** Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
- 93. Former TEA Employees:** In accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the Contract, were former employees of TEA during the 12 month period immediately prior to the date of execution of the Contract. In the case of professional services contracts as described by Chapter 2254 of the Texas Government Code, Contractor represents and warrants that if a former employee of TEA was employed by Contractor within one year of the employee's leaving TEA, then such employee will not perform services on projects with Contractor that the employee worked on while employed by TEA.
- 94. Restricted Employment of Certain State Personnel:** Pursuant to Section 572.069 of the Texas Government Code, Contractor represents and warrants that it has not employed and will not employ a former State officer or employee who participated in a procurement or contract negotiations for TEA involving Contractor within two years after the date that the contract is signed, or the procurement is terminated or withdrawn. This certification only applies to former State officers or employees whose State service or employment ceased on or after September 1, 2015.

- 95. Dealings with Public Servants:** Pursuant to Section 2155.003 of the Texas Government Code, Contractor represents and warrants that it 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 Contract.
- 96. Prior Disaster Relief Contract Violation:** Sections 2155.006 and 2261.053 of the Texas Government Code prohibit State agencies from accepting a Response or awarding a Contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Contractor certifies that the individual or business entity named in the Response or Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated, and payment withheld if this certification is inaccurate.
- 97. Ability to Conduct Business in Texas:** Contractor represents and warrants that it is, and will be for the duration of the Contract, duly organized, validly existing and duly authorized and in good standing with an active status to transact business under the laws of its state of organization. If Contractor is a foreign or out-of-state entity, Contractor represents and warrants that it is duly authorized and in good standing to do business with an active status in the State and is registered to transact business in the State under the process described in Texas Business Organizations Code, Title 1, Chapter 9 and any other State or federal statutes which require registration in order for Contractor to conduct business in the State under the Contract.
- 98. Headings:** The headings of articles, sections or clauses contained in this Attachment B and in the Contract, its attachments and annexes are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision hereof or thereof.
- 99. Contracting Information Responsibilities:** In accordance with Section 552.372 of the Texas Government Code, Contractor agrees to (a) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to TEA for the duration of the Contract, (b) promptly provide to TEA any contracting information related to the Contract that is in the custody or possession of the Contractor on request of TEA, and (c) on termination or expiration of the Contract, either provide at no cost to TEA all contracting information related to the Contract that is in the custody or possession of the Contractor or preserve the contracting information related to the Contract as provided by the records retention requirements applicable to TEA. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 100. Human Trafficking Prohibition:** Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in the Response or Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
- 101. Executive Head of State Agency Affirmation:** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of the state agency that is party to this Contract, Contractor certifies that it is not (1) the executive head of the agency, (2) a person who at any time during the four years before the date of the Contract was the executive head of the agency, or (3) a person who employs a current or former executive head of the agency.
- 102. Notification Required for Certain Affiliations with Elected or Appointed Officials:** Contractor shall notify TEA within fifteen calendar days of the existence or initiation of any relationship between Contractor and any elected or appointed official, including municipal, county, state, and federal elected or appointed officials, that arises during the Term and/or during the two-year period prior to the Contract Term. A "relationship" under this Clause includes, but is not limited to, an elected or appointed official acting as an executive, director, employee, independent contractor, consultant, agent, or subcontractor. All such relationships must be reported whether or not the elected or appointed official is working on or affiliated with any part of this Contract. Submissions under this Clause should be made to TEAContractMonitoring@tea.texas.gov.
- 103. Point of Contact, Responsiveness and Escalation:** All notices, reports, documents, correspondence or other data required by this Contract shall be in writing and delivered to the individuals listed below, their successors in office, or the TEA employee requesting such notice, report, document, correspondence or other data, on or before scheduled due dates or where no due date is specified within five working days of any request for such notice, report, document, correspondence or other data by TEA. Within 30 days of execution of this Contract, the respective Parties will designate the next level of personnel within each organization to address conflicts or ambiguity that cannot be resolved at the Contract Manager level.

TEA	Contractor
Texas Education Agency	
1701 North Congress Ave.	
Austin, TX 78701	
Attn:	

104.False Statements: Contractor represents and warrants that all statements and information contained herein are current, complete, true and accurate. Submitting a document with a false statement or material misrepresentations made during the performance of a Contract is a material breach of contract and may void the submitted Response and any resulting Contract. During the Term of the Contract, Contractor shall promptly disclose to TEA all changes that occur to the representations, warranties, and certifications contained herein. Contractor covenants to fully cooperate in the development and execution of any resulting documentation necessary to maintain accurate record of the representations, warranties and certifications.

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

The Texas Administrative Code cites referenced in this document may be viewed at:

[http://texreg.sos.state.tx.us/public/readtac\\$ext.viewtac](http://texreg.sos.state.tx.us/public/readtac$ext.viewtac)

RESPONSE PREFERENCES and EXECUTION OF OFFER

The respondent, if awarded a contract, 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 ([Texas Government. Code § 2155.4441](#)).

Check below if claiming a preference included in [Texas Government Code Chapter 2155](#)

<input type="checkbox"/>	§ 2155.441	Products of persons with mental or physical disabilities
<input type="checkbox"/>	§ 2155.442	Energy efficient products
<input type="checkbox"/>	§ 2155.443	Rubberized asphalt paving
<input type="checkbox"/>	§ 2155.444	Texas and United States products and Texas services
<input type="checkbox"/>	§ 2155.4441	Preference under service contracts.
<input type="checkbox"/>	§ 2155.445	Recycled, remanufactured, or environmentally sensitive products
<input type="checkbox"/>	§ 2155.446	Use of Paper containing recycled fibers
<input type="checkbox"/>	§ 2155.447	Recycled oil
<input type="checkbox"/>	§ 2155.449	Products and services from economically depressed or blighted areas
<input type="checkbox"/>	§ 2155.450	Products of facilities on formerly contaminated property
<input type="checkbox"/>	§ 2155.451	Vendors that meet or exceed air quality standards.
<input type="checkbox"/>	§ 2155.452	Contractors providing foods of higher nutritional value.

The respondent must provide its 14-digit State Payee Identification Number (TIN). If the respondent does not have a TIN, the respondent must provide its nine-digit Federal Employer's Identification Number (FEIN). If the respondent neither has a TIN or a FEIN, the respondent shall provide a Social Security Number (SSN) if respondent is an individual. If the respondent is incorporated, the respondent shall also provide the corporation's charter number issued by the Texas Secretary of State's office. Information provided will be verified by TEA and kept confidential to the fullest extent allowed by law.

Respondent's TIN	
Respondent's SSN	

Respondent's FEIN	
Respondent's Charter #	

The respondent has read, understands, and agrees to be bound to the Standard TEA Terms and Conditions if awarded a contract pursuant to this solicitation. By signature hereon, the respondent represents and warrants that all statements and information prepared and submitted in the response are current, complete, true, and accurate. Submitting a document with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted response and any resulting contract.

The undersigned is an authorized official for the respondent and certifies that the response is in full compliance with the provisions herein including the Standard TEA Terms and Conditions. The undersigned further certifies that the response submitted with this instrument is allowed to claim any of the Chapter 2155 Texas Government Code preferences checked above. In compliance with this solicitation, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all services and/or commodities at the prices quoted in the response.

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

The undersigned certifies that if a Texas address is shown as the address of the respondent, the respondent qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.

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

THIS ATTACHMENT MUST BE COMPLETED, SIGNED AND RETURNED WITH YOUR RESPONSE.

Failure to sign and return the completed attachment WILL RESULT IN DISQUALIFICATION OF THE RESPONSE.

ATTACHMENT C: HISTORICALLY UNDERUTILIZED BUSINESS SUBCONTRACTING PLAN

Separate document package.

Definition of a Historically Underutilized Business (HUB)

- At least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman, and/or Service-Disabled Veteran, as defined by 38 United States Code (U.S.C.), §101(2) who have a service-connected disability as defined by 38 U.S.C. §101(16) and have a disability rating of 20 percent or more as determined by the Department of Veterans Affairs or the Department of Defense.
- A for-profit entity that has not exceeded the size standards prescribed by [34 TAC §20.294](#), and has its principal place of business in Texas, and
- Has an owner residing in Texas with a proportionate interest that actively participates in the control, operations, and management of the entity's affairs.

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

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

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

In accordance with [34 TAC §20.284](#), each state agency shall make a good faith effort to utilize HUBs in contracts for construction, services (including professional and consulting services), and commodities purchases.

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

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

ATTACHMENT D: RESPONSE COVER PAGE AND QUESTIONNAIRE

Project Response Submitted to the Texas Education Agency, Contracts and Purchasing Division

RFO 701-25-009, Instructional Materials Internet Website

Separate document package.

Complete the Bonfire Questionnaire (Q-69BK) under the Requested Information Section

ATTACHMENT E: TASK, ACTIVITY, DELIVERABLE, AND BUDGET PLAN

#	<u>Deliverable</u>	<u>Acceptance Criteria</u>	<u>Payment Milestone</u>	<u>Cost</u>	<u>Sprint</u>
1.1	User Research Plan	<p>The following criteria must be met to the satisfaction of the TEA Contract Manager or designated representatives to consider the deliverable complete and acceptable:</p> <p>Functional Requirements</p> <ol style="list-style-type: none"> Comprehensive User Research Plan: <ul style="list-style-type: none"> Goals and Objectives: Clearly outlines the goals and objectives of the user research, including the specific questions to be answered and the desired outcomes. Research Methods: Details the specific research methods to be employed, such as: <ul style="list-style-type: none"> Interviews (including SME interviews) Surveys Usability testing Contextual inquiry Competitive analysis Participant Recruitment: Describes the target user groups for research and the recruitment strategy (e.g., sampling methods, criteria for inclusion). Timeline: Provides a detailed timeline for each research activity, including milestones and deadlines. Project Plan: A comprehensive project plan is included, outlining tasks, responsibilities, resource allocation, and deliverables 	User Research Plan finalized		

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>for the entire user research process.</p> <ul style="list-style-type: none"> ○ Core Meetings: The plan identifies key meetings (e.g., kickoff, progress check-ins, final presentation) with TEA stakeholders for collaboration and feedback. ○ Existing Research Utilization: The plan outlines how existing research completed by the TEA team will be leveraged to inform the current research efforts, avoiding duplication and maximizing efficiency. <p>2. Subject Matter Expert (SME) Interviews:</p> <ul style="list-style-type: none"> ○ SME Identification: A list of relevant SMEs within TEA is identified, with expertise in areas relevant to the project (e.g., educators, administrators, technical staff). ○ Interview Guides: Detailed interview guides are developed for each SME, focusing on specific questions and topics to gather their insights and perspectives. ○ Interview Execution: Interviews are conducted with selected SMEs, either in person, via video conferencing, or through written questionnaires. <p>3. User Research Findings Report:</p> <ul style="list-style-type: none"> ○ Detailed Report: A comprehensive report is compiled, summarizing the 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>findings from all research activities, including SME interviews.</p> <ul style="list-style-type: none"> ○ Key Insights: The report highlights key insights into user needs, pain points, behaviors, preferences, and expectations. ○ Personas: Detailed user personas are developed based on the research findings, representing different user groups and their characteristics. ○ Journey Maps: Journey maps are created to visualize the user experience throughout their interaction with the application, identifying pain points and opportunities for improvement. <p>Acceptance Process</p> <ol style="list-style-type: none"> 1. Review and Approval of User Research Plan: <ul style="list-style-type: none"> ○ TEA will have 4 business days to review the user research plan and provide feedback. ○ The contractor will address any feedback and revise the plan as needed until final approval is granted. 2. SME Interviews and Debrief: <ul style="list-style-type: none"> ○ The contractor will conduct SME interviews and document the results. ○ A debrief session will be held with the TEA project team to discuss the interview findings, answer 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>questions, and gather feedback.</p> <p>3. Final Approval and Delivery:</p> <ul style="list-style-type: none"> ○ Upon completion of the research activities, the contractor will deliver the final user research findings report, personas, and journey maps to TEA. ○ TEA will review the final deliverables and provide written approval to confirm acceptance. 			
1.2	User research findings report and personas	<p>The following criteria must be met to the satisfaction of the TEA Contract Manager or designated representatives to consider the deliverable complete and acceptable:</p> <p>Functional Requirements</p> <p>1. User Research Findings Report:</p> <ul style="list-style-type: none"> ○ Comprehensive Report: A detailed report summarizing the findings of the user research is provided. The report includes: <ul style="list-style-type: none"> ▪ Research methodology and participants ▪ Key insights and observations regarding user needs, pain points, and behaviors ▪ Analysis of qualitative and quantitative data collected during research ▪ Identification of patterns and trends in user behavior 	User Research completed		

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<ul style="list-style-type: none"> ▪ Recommendations for product improvements based on research findings <p>2. User Personas:</p> <ul style="list-style-type: none"> ○ Detailed Personas: A set of user personas is developed based on the research findings. Each persona represents a distinct user group with specific characteristics, goals, motivations, and pain points. ○ Actionable Personas: Personas are detailed enough to be actionable and informative for design and development decisions. Each persona includes: <ul style="list-style-type: none"> ▪ Name and demographic information ▪ Goals and motivations ▪ Pain points and frustrations ▪ Technology proficiency and preferences ▪ A representative quote or scenario <p>3. Journey Maps:</p> <ul style="list-style-type: none"> ○ Complete Set: All remaining user journey maps are created based on the identified user personas. ○ Key Touchpoints: Journey maps visually depict the user's experience at each stage of interaction with the application, highlighting key 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>touchpoints, emotions, and opportunities for improvement.</p> <ul style="list-style-type: none"> ○ Actionable Insights: Journey maps provide actionable insights for enhancing the user experience, identifying pain points, and optimizing user flows. <p>Process and Collaboration</p> <p>1. User Research Debrief:</p> <ul style="list-style-type: none"> ○ A debrief session is conducted with the TEA project team to present and discuss the research findings, personas, and journey maps. ○ The session provides an opportunity to answer questions, gather feedback, and ensure a shared understanding of user needs and expectations. <p>Acceptance Process</p> <p>1. Review and Approval of Research Findings and Personas:</p> <ul style="list-style-type: none"> ○ TEA will have 10 business days to review the user research findings report, personas, and journey maps, providing feedback on clarity, completeness, and relevance to project goals. ○ The contractor will address feedback and revise the deliverables as needed until final approval is granted. <p>2. User Research Debrief Session:</p>			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<ul style="list-style-type: none"> The contractor will conduct the debrief session with TEA stakeholders, ensuring they understand the research findings and can utilize the personas and journey maps effectively. <p>3. Final Approval:</p> <ul style="list-style-type: none"> Upon completion of the review process, debrief session, final delivery to TEA, and incorporation of feedback, TEA will provide written approval to confirm acceptance. The final versions of the documents are delivered in appropriate formats (e.g., PDF, image files) and integrated into the project's documentation repository. 			
1.3	Application inventory, document repository inventory, and audit	<p>The following criteria must be met to the satisfaction of the TEA Contract Manager or designated representatives to consider the deliverable complete and acceptable:</p> <p>Functional Requirements</p> <p>1. Application Inventory:</p> <ul style="list-style-type: none"> Comprehensive Inventory: A detailed inventory is created for all existing application components, including codebase, libraries, frameworks, configurations, and dependencies. Categorization: Application components are categorized based on their type, 	Application and document repository inventory and audit completed		

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>function, and relevance to the project's goals.</p> <ul style="list-style-type: none"> ○ Versioning: Current versions of each component are documented, along with any known compatibility issues or dependencies. ○ Gap Analysis: Potential gaps or missing components necessary for the project's success are identified and documented. <p>2. Document Repository Inventory:</p> <ul style="list-style-type: none"> ○ Comprehensive Inventory: A detailed inventory is created for all existing documents related to the application, including requirements documents, design specifications, user manuals, test plans, and any other relevant documentation. ○ Categorization: Documents are categorized based on their type, purpose, and audience. ○ Version Control: Current versions of each document are documented, ensuring traceability, and avoiding confusion. ○ Gap Analysis: Missing or outdated documentation is identified, along with potential areas for improvement in content, organization, or accessibility. <p>3. Audit and Improvement Identification:</p> <ul style="list-style-type: none"> ○ Thorough Review: Both application and document 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>repository inventories are thoroughly reviewed to assess their current state, quality, and effectiveness.</p> <ul style="list-style-type: none"> ○ Improvement Opportunities: Potential improvements are identified based on the audit findings, including: <ul style="list-style-type: none"> ▪ Code refactoring or optimization ▪ Updating outdated libraries or frameworks ▪ Improving documentation clarity and completeness ▪ Addressing accessibility issues in documentation ▪ Streamlining processes based on documentation analysis <p>Documentation and Collaboration</p> <ol style="list-style-type: none"> 1. Inventory and Audit Report: <ul style="list-style-type: none"> ○ A comprehensive report is created, documenting the results of the inventory and audit process. ○ The report includes detailed inventories for both the application and document repository, along with identified gaps and potential improvements. ○ The report is shared with TEA stakeholders for review and discussion. 2. Project Plan: 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<ul style="list-style-type: none"> The contractor will create a project plan outlining the following: <ul style="list-style-type: none"> Inventory and audit approach and methodology Tools and technologies used Timeline for completion Resource allocation (team members, roles) <p>Acceptance Process</p> <ol style="list-style-type: none"> Review and Approval of Plan: <ul style="list-style-type: none"> TEA will have 4 business days to review the project plan and provide feedback. The contractor will address any feedback and revise the plan as needed. TEA will provide written approval of the final plan. Inventory and Audit Execution: <ul style="list-style-type: none"> The contractor will conduct the application and document repository inventory and audit according to the approved plan. Final Report and Strategy: <ul style="list-style-type: none"> The contractor will deliver the final inventory and audit report to TEA, including a recommended strategy for addressing identified gaps and implementing improvements. TEA will review and approve the final report, confirming that it meets their 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		expectations and provides a clear roadmap for future actions.			
1.4	Information architecture diagram and sitemap	<p>The following criteria must be met to the satisfaction of the TEA Contract Manager or designated representatives to consider the deliverable complete and acceptable:</p> <p>Functional Requirements</p> <ol style="list-style-type: none"> Information Architecture Diagram: <ul style="list-style-type: none"> Comprehensive Representation: A detailed information architecture (IA) diagram is created, visually representing the hierarchical structure and organization of the application's content, features, and functionalities. Clarity and Detail: The diagram clearly depicts the relationships between different content elements, sections, and pages within the application. User-Centered Design: The IA diagram is designed with the user in mind, ensuring a logical and intuitive structure that aligns with user expectations and mental models. Research and Discovery Alignment: The IA diagram reflects the findings and insights gathered during the research and discovery phase, addressing user needs and preferences. Sitemap: 	Information architecture and sitemap finalized		

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<ul style="list-style-type: none"> ○ Hierarchical Structure: A sitemap is provided, outlining the hierarchical structure of the application's pages and their relationships, complementing the IA diagram. ○ Page Metadata: The sitemap includes relevant metadata for each page, such as page titles, URLs, and descriptions. ○ Navigation Paths: The sitemap clearly illustrates the primary navigation paths and potential user flows through the application. <p>3. User Navigation Optimization:</p> <ul style="list-style-type: none"> ○ Intuitive Navigation: The IA diagram and sitemap are designed to facilitate intuitive and seamless navigation for users, minimizing friction and maximizing usability. ○ Clear Pathways: Primary user goals and tasks are supported by clear navigation pathways, ensuring users can easily find and access the information or functionality they need. ○ Accessibility: Navigation elements are designed to be accessible to users with disabilities, adhering to WCAG 2.1 AA guidelines. <p>Process and Collaboration</p>			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<ol style="list-style-type: none"> Stakeholder Approval: <ul style="list-style-type: none"> The IA diagram and sitemap are reviewed and approved by TEA stakeholders, ensuring alignment with project goals, user needs, and branding guidelines. Feedback is collected and incorporated into the final versions of the diagrams. Application Navigation Workshop: <ul style="list-style-type: none"> A collaborative workshop is conducted with TEA stakeholders and the contractor's UX/UI team to refine the sitemap and navigation structure. The workshop focuses on optimizing user flows, addressing potential pain points, and ensuring the navigation aligns with user expectations and mental models. Outcomes of the workshop are documented and reflected in the updated IA diagram and sitemap. <p>Acceptance Process</p> <ol style="list-style-type: none"> Review and Feedback: <ul style="list-style-type: none"> TEA will have 4 business days to review the initial IA diagram and sitemap, providing feedback on clarity, completeness, usability, and alignment with research findings. Navigation Workshop: <ul style="list-style-type: none"> The contractor will conduct the application navigation workshop with TEA 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>stakeholders, incorporating feedback and refining the sitemap.</p> <p>3. Final Approval and Delivery:</p> <ul style="list-style-type: none"> ○ Upon successful completion of the review process and workshop, TEA will provide written approval to confirm acceptance of the final IA diagram and sitemap. ○ The final versions of the documents are delivered in appropriate formats (e.g., PDF, image files) and integrated into the project's documentation repository. 			
1.5	Integration Plan	<p>The following criteria must be met to the satisfaction of the TEA Contract Manager or designated representatives to consider the deliverable complete and acceptable:</p> <p>Functional Requirements</p> <p>1. Comprehensive Integration Plan:</p> <ul style="list-style-type: none"> ○ API Integrations: The plan clearly outlines all API integrations required within the application, including: <ul style="list-style-type: none"> ▪ Internal TEA APIs ▪ Third-party APIs (if applicable) ▪ Custom-built APIs (if applicable) ○ Data Flow: The plan details the flow of data between the application and integrated systems, including data formats, protocols, and any transformations required. ○ Authentication and Authorization: The plan 	Integration plan finalized and technical architecture documented		

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>specifies the authentication and authorization mechanisms used for each API integration, ensuring secure data exchange.</p> <ul style="list-style-type: none"> ○ Error Handling: The plan defines error handling strategies for API failures, ensuring graceful recovery and minimal disruption to the user experience. ○ Security Considerations: The plan addresses security risks associated with API integrations, such as data breaches, unauthorized access, and injection attacks. Mitigation strategies for each identified risk are outlined. <p>2. Technical Architecture Workshop:</p> <ul style="list-style-type: none"> ○ A collaborative workshop is held with TEA technical stakeholders and the contractor's technical team to discuss and finalize the technical architecture of the application. ○ The workshop covers: <ul style="list-style-type: none"> ▪ Technology stack selection (programming languages, frameworks, libraries) ▪ Integration points with existing TEA systems ▪ Platform dependencies (e.g., operating systems, cloud providers) 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<ul style="list-style-type: none"> ▪ Scalability and performance considerations ○ The workshop concludes with an agreement on the technical architecture that aligns with TEA's existing infrastructure, budget, and timeline constraints. ○ Any additional costs incurred due to changes in the technical architecture are not within the scope of this deliverable and will require separate approval. <p>Documentation</p> <p>1. Integration Plan Document:</p> <ul style="list-style-type: none"> ○ The integration plan is documented in detail, including all API specifications, data flow diagrams, security considerations, and error handling procedures. ○ The document is version-controlled and maintained throughout the project, reflecting any changes or updates. <p>2. Technical Architecture Document:</p> <ul style="list-style-type: none"> ○ A comprehensive document outlining the finalized technical architecture is produced, including: <ul style="list-style-type: none"> ▪ Technology stack description and rationale ▪ System architecture diagrams ▪ Integration points and data flows 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<ul style="list-style-type: none"> ▪ Scalability and performance considerations ▪ Security architecture and controls <p>Acceptance Process</p> <ol style="list-style-type: none"> 1. Review and Approval of Integration Plan: <ul style="list-style-type: none"> ○ TEA will have 20 business days to review the initial integration plan and provide feedback. 2. Technical Architecture Workshop: <ul style="list-style-type: none"> ○ The contractor and TEA technical stakeholders will conduct a workshop to finalize the technical architecture. 3. Feasibility and Risk Assessment: <ul style="list-style-type: none"> ○ The contractor will conduct a feasibility and risk assessment based on the approved integration plan and technical architecture. ○ The assessment identifies potential challenges, risks, and mitigation strategies. ○ The assessment is presented to TEA for review and approval. 4. Final Approval and Documentation: <ul style="list-style-type: none"> ○ Upon successful completion of the review, workshop, and assessment, TEA will provide written approval to confirm acceptance. ○ The contractor will finalize the integration plan and technical architecture documentation, 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>incorporating any feedback and adjustments.</p> <ul style="list-style-type: none"> The final versions of the documents are delivered in appropriate formats (e.g., PDF, image files) and integrated into the project's documentation repository. 			
1.6	Business Requirements	<p>The following criteria must be met to the satisfaction of the TEA Contract Manager or designated representatives to consider the deliverable complete and acceptable:</p> <p>Functional Requirements</p> <ol style="list-style-type: none"> Business Requirements Description: <ul style="list-style-type: none"> Comprehensive Overview: A comprehensive set of Business Requirements (BRs) is provided, detailing the high-level needs, goals, and outcomes the application must address to be considered successful from the Product Owner's perspective. Clear Articulation: The BRs clearly describes the problem or opportunity the application aims to solve, the target users and their needs, and the desired business value and benefits. Scope Definition: The BRs defines the scope of the project, including what is in scope and out of scope, to ensure a shared understanding between the contractor and TEA. Constraints and Assumptions: Any known 	Business Requirements Approved		

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>constraints (e.g., budget, timeline, technology limitations) and assumptions made during the requirements gathering process are explicitly stated.</p> <p>Process and Collaboration</p> <ol style="list-style-type: none"> Storage in Requirements Management Tool: <ul style="list-style-type: none"> The approved Business Requirements is stored in TEA's designated requirements management tool for traceability and reference throughout the project lifecycle. The requirements are version-controlled and linked to other relevant artifacts, such as user stories, design documents, and test cases. Requirements Workshop(s): <ul style="list-style-type: none"> Collaborative workshops are held with the TEA Product Owner, relevant stakeholders, and the contractor's business analyst(s) to elicit, refine, and validate the business requirements. Workshops utilize effective techniques (e.g., brainstorming, storyboarding, use case analysis) to gather comprehensive requirements. Workshop outcomes are documented and incorporated into the BRs. 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>3. Business Requirements Walk-through Meetings:</p> <ul style="list-style-type: none"> ○ Dedicated meetings are held to walk through the BRs with TEA project stakeholders, ensuring a shared understanding of the requirements and soliciting feedback. ○ Feedback is collected, analyzed, and incorporated into the BRs, as necessary. <p>Documentation</p> <p>1. Requirements Workshop Notes:</p> <ul style="list-style-type: none"> ○ Detailed notes from requirements workshops and walk-through meetings are documented and shared with relevant stakeholders. ○ Notes include decisions made, action items, open questions, and any conflicting viewpoints that need resolution. ○ The BRs are updated to reflect the outcomes of these discussions. <p>Acceptance Process</p> <p>1. Review and Approval of Business Requirements:</p> <ul style="list-style-type: none"> ○ TEA will have 4 business days to review the initial Business Requirements Document and provide feedback. <p>2. Refinement and Collaboration:</p> <ul style="list-style-type: none"> ○ The contractor will participate in requirements workshops and walk- 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>through meetings with the TEA Product Owner and stakeholders.</p> <ul style="list-style-type: none"> The BRs will be refined iteratively based on feedback and further clarification until it is fully understood and approved. <p>3. Final Approval:</p> <ul style="list-style-type: none"> Upon successful completion of the review process and incorporation of feedback, the TEA Product Owner will provide written approval of the final Business Requirements. The final versions of the documents are delivered in appropriate formats (e.g., PDF, image files) and integrated into the requirements repository. 			
1.7	Prioritized and Refined Product Backlog	<p>The following criteria must be met to the satisfaction of the TEA Contract Manager or designated representatives to consider the deliverable complete and acceptable:</p> <p>Functional Requirements</p> <p>1. Prioritized Product Backlog:</p> <ul style="list-style-type: none"> Comprehensive List: A prioritized list of user stories is provided, encompassing both functional and non-functional requirements of the application. TEA Best Practices: User stories are written in accordance with TEA's established guidelines for user story format, content, and prioritization. 	<p>Continuously refined throughout project</p> <p>Completed before each sprint.</p>		

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<ul style="list-style-type: none"> ○ Two Sprints of Work: The backlog maintains a minimum of two sprints' worth of work that is prioritized and refined at all times, ensuring a continuous flow of development-ready items. <p>2. User Story Refinement:</p> <ul style="list-style-type: none"> ○ Acceptance Criteria: Each user story includes clear and measurable acceptance criteria that define the conditions for successful completion. ○ Estimation: User stories are estimated in collaboration with the development team, providing a basis for sprint planning and tracking progress. ○ Dependencies: Dependencies between user stories are identified and documented, ensuring a logical development sequence. ○ Clarity and Detail: User stories are refined to a level of detail that allows the development team to understand the requirements and estimate the effort accurately. <p>Process and Collaboration</p> <p>1. Backlog Approval:</p> <ul style="list-style-type: none"> ○ The product backlog is reviewed and approved by the TEA Product Owner, ensuring that it aligns with the project's scope, 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>priorities, and strategic goals.</p> <ul style="list-style-type: none"> ○ The backlog is understood and agreed upon by all TEA project stakeholders. <p>2. Backlog Refinement Sessions:</p> <ul style="list-style-type: none"> ○ Regular backlog refinement sessions are held between the contractor and the TEA Product Owner, involving relevant stakeholders as needed. ○ Sessions focus on: <ul style="list-style-type: none"> ▪ Reviewing and refining existing user stories ▪ Adding new user stories ▪ Adjusting priorities based on changing needs ▪ Ensuring the backlog maintains a minimum of two sprints' worth of ready work <p>3. User Story Clarification Meetings:</p> <ul style="list-style-type: none"> ○ As needed, dedicated meetings are held to clarify specific user stories, resolve ambiguities, and ensure a shared understanding between the contractor and TEA stakeholders. ○ Outcomes of these meetings are documented and reflected in the updated backlog. <p>Documentation</p> <p>1. Backlog Refinement Notes:</p>			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<ul style="list-style-type: none"> Detailed notes from backlog refinement and user story clarification meetings are documented and shared with relevant stakeholders. Notes include decisions made, action items, and any open questions or concerns. The backlog is updated to reflect the outcomes of these discussions. <p>Acceptance Process</p> <ol style="list-style-type: none"> Review and Approval of Backlog: <ul style="list-style-type: none"> TEA will have 4 business days to review the initial product backlog and provide feedback. Refinement and Collaboration: <ul style="list-style-type: none"> The contractor will participate in regular backlog refinement sessions with the TEA Product Owner and stakeholders. Ongoing Refinement: <ul style="list-style-type: none"> The backlog will be continuously refined throughout the project, with a focus on preparing user stories for upcoming sprints. The backlog will be refined and ready before the start of each sprint. Final Approval (Per Sprint): <ul style="list-style-type: none"> Before the start of each sprint, the TEA Product Owner will provide written approval of the refined backlog, confirming that it meets their expectations and priorities for the upcoming sprint. 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<ul style="list-style-type: none"> Two sprints worth (based on expected team capacity) of backlog are decomposed and meet the Definition of Ready (DoR). 			
1.8	Epics	<p>The following criteria must be met to the satisfaction of the TEA Contract Manager or designated representatives to consider the deliverable complete and acceptable:</p> <p>Functional Requirements</p> <ol style="list-style-type: none"> Prioritized List of Business Requirements: <ul style="list-style-type: none"> A comprehensive list of high-level business requirements is provided, clearly articulated as epics. Each epic represents a significant body of work that can be broken down into smaller user stories. The list is prioritized based on the business value, urgency, or dependencies of each epic. The prioritization process is transparent and documented, involving input from relevant TEA stakeholders. Epic Descriptions and Rationale: <ul style="list-style-type: none"> Each epic includes a clear and concise description of its scope and objectives, outlining the desired outcome or functionality from the user's perspective. A detailed rationale is provided for each epic's priority, explaining the 	Epic plan finalized and approved to confirm alignment with project scope, expectations, and feasibility.		

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>reasons behind its position in the prioritized list.</p> <ul style="list-style-type: none"> ○ Rationale may include factors such as business impact, user needs, technical feasibility, or regulatory requirements. <p>3. Requirements Workshop Documentation:</p> <ul style="list-style-type: none"> ○ Detailed notes and decisions from requirements workshops are documented and shared with TEA stakeholders. ○ Documentation includes a clear record of discussions, agreements, and any outstanding questions or concerns. ○ Workshop outcomes are reflected in the refined epic descriptions and prioritization. <p>4. Detailed Epic Plan:</p> <ul style="list-style-type: none"> ○ A comprehensive plan is developed, outlining the following for each epic: <ul style="list-style-type: none"> ▪ Breakdown into smaller user stories with clear acceptance criteria ▪ Resource allocation (team members, skills required) ▪ Estimated effort and duration for each user story ▪ Proposed timeline for completing the epic, including start and end dates ○ Dependencies between epics and user stories are 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>identified and accounted for in the timeline.</p> <ul style="list-style-type: none"> The plan is realistic, achievable, and aligned with the project's overall timeline and budget constraints. <p>Acceptance Process</p> <ol style="list-style-type: none"> Review and Approval of Epic Plan: <ul style="list-style-type: none"> TEA will have 4 business days to review the prioritized epic list, individual epic descriptions, rationale, workshop documentation, and the detailed epic plan. Feedback will be provided on the clarity, completeness, prioritization, and feasibility of the plan. The contractor will iterate on the plan based on feedback and resubmit for approval. Final Approval: <ul style="list-style-type: none"> Upon agreement and final review, TEA will provide written approval to confirm acceptance of the epic plan. The epics are approved in TEAs project management tool. Ongoing Collaboration: <ul style="list-style-type: none"> Throughout the project, the contractor and TEA will collaborate to track progress against the epic plan, adjust timelines and resources as needed, and ensure that the project stays on track to 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		deliver the desired outcomes.			
1.9	User Stories	<p>The following criteria must be met to the satisfaction of the TEA Contract Manager or designated representatives to consider the deliverable complete and acceptable:</p> <p>Functional Requirements</p> <ol style="list-style-type: none"> User Story Definition and Format: <ul style="list-style-type: none"> Each user story follows a standard format (e.g., "As a [role], I want [goal] so that [reason]"). Stories are written in clear, concise language that is easily understood by both technical and non-technical stakeholders. Stories focus on user needs and desired outcomes, rather than technical implementation details. Acceptance Criteria: <ul style="list-style-type: none"> Each user story includes well-defined acceptance criteria that outline the specific conditions that must be met for the story to be considered complete. Acceptance criteria are measurable, testable, and clearly define the expected behavior of the application. <p>Process and Collaboration</p> <ol style="list-style-type: none"> Stakeholder Approval: <ul style="list-style-type: none"> User stories are reviewed and approved by TEA project stakeholders, ensuring that they 	Acceptance criteria met within the committed sprint.		

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>accurately reflect user needs and align with project goals.</p> <ul style="list-style-type: none"> Feedback and revisions are incorporated as needed before stories are finalized. <p>2. Storage in Requirements Management Tool:</p> <ul style="list-style-type: none"> Approved user stories are stored in TEA's designated requirements management tool for traceability and reference throughout the development process. Stories are linked to relevant design documents, test cases, and code implementations. <p>3. Development Process Integration:</p> <ul style="list-style-type: none"> User stories are prioritized and assigned to development sprints. Developers work on user stories during each sprint, ensuring that completed stories meet the defined acceptance criteria. <p>Acceptance Process</p> <p>1. Review and Approval of User Stories:</p> <ul style="list-style-type: none"> TEA will have 4 business days to review the user stories and acceptance criteria, providing feedback and requesting any necessary revisions. <p>2. Sprint Demos and Verification:</p> <ul style="list-style-type: none"> At the end of each sprint, the contractor will demonstrate the completed user stories to TEA 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>stakeholders, verifying that they meet the acceptance criteria.</p> <ul style="list-style-type: none"> ○ <p>3. Final Approval:</p> <ul style="list-style-type: none"> ○ Upon successful completion of all sprints and verification of user story acceptance criteria, TEA will provide written approval to confirm acceptance. 			
1.10	Interactive wireframes and prototypes	<p>The following criteria must be met to the satisfaction of the TEA Contract Manager or designated representatives to consider the deliverable complete and acceptable:</p> <p>Functional Requirements</p> <p>1. Interactive Wireframes and Prototypes:</p> <ul style="list-style-type: none"> ○ Low-Fidelity Prototypes: The contractor will create low-fidelity interactive wireframes and prototypes for key application pages, functionalities, and sections. ○ Key Elements: These prototypes will focus on the core user flows, navigation structure, content layout, and basic interactions. ○ Tooling: Prototypes will be created using a suitable prototyping tool (e.g., Figma, Sketch, InVision, Balsamiq) that facilitates easy sharing and collaboration, and is compatible with TEA's existing tools and processes. ○ User Needs Addressed: The wireframes and prototypes 	Wireframes and prototypes approved by project stakeholders		

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>will effectively address user needs and requirements as outlined in the project's functional specifications and user stories, ensuring that the proposed design aligns with user expectations.</p> <p>2. User Testing Sessions:</p> <ul style="list-style-type: none"> ○ Participant Selection: The contractor and TEA will collaborate to identify and recruit a diverse group of representative users from the target audience for testing, ensuring representation of various demographics, skill levels, and accessibility needs. ○ Moderated Testing: The contractor will conduct moderated user testing sessions where participants interact with the prototypes, complete tasks, and provide feedback. Sessions will be recorded for future reference and analysis. ○ Observation and Feedback Collection: A TEA-assigned Business Analyst will observe the testing sessions, document user interactions and feedback, and collaborate with the contractor to analyze results. Detailed notes and findings will be compiled in a user testing report. <p>Documentation and Storage</p> <p>1. Requirements Management Tool:</p>			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<ul style="list-style-type: none"> The approved wireframes and prototypes, along with associated documentation (e.g., user flows, task scenarios, user testing report), will be stored in TEA's designated requirements management tool for future reference and traceability. The contractor will ensure that the files are properly organized, versioned, and labeled within the tool. <p>Acceptance Process</p> <ol style="list-style-type: none"> Review and Approval of Wireframes and Prototypes: <ul style="list-style-type: none"> TEA will have 4 business days to review the wireframes and prototypes, providing feedback on usability, functionality, accessibility, and adherence to project requirements. The contractor will iterate on the prototypes based on feedback, incorporating user testing insights, and obtain final approval from TEA. User Testing and Feedback Analysis: <ul style="list-style-type: none"> The contractor will conduct user testing sessions, documenting findings and observations in the user testing report. The TEA Product Owner or designated representative(s) will actively participate in testing sessions, analyze feedback, and collaborate 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>with the contractor on potential design improvements.</p> <ul style="list-style-type: none"> Design changes based on user feedback will be implemented and presented to TEA for final approval. <p>3. Final Approval and Storage:</p> <ul style="list-style-type: none"> Upon successful completion of user testing and feedback incorporation, the final approved wireframes, prototypes, and user testing report will be stored in TEA's requirements management tool. 			
1.11	Visual design mockups and web branding guidance	<p>The following criteria must be met to the satisfaction of the TEA Contract Manager or designated representatives to consider the deliverable complete and acceptable:</p> <p>Functional Requirements</p> <p>1. High-Fidelity Mockups:</p> <ul style="list-style-type: none"> Interactive Mockups: The contractor will create high-fidelity mockups for all key screens and user flows within the application, ensuring they are interactive (clickable) to demonstrate user journeys and interactions. TEA Branding Adherence: Mockups will adhere to TEA's branding guidelines, including color palette, typography, logo usage, imagery, iconography, and overall look and feel. WCAG 2.1 AA Compliance: Mockups will incorporate 	Visual design mockups approved		

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>accessibility considerations from the outset, ensuring compliance with most current WCAG 2.1 AA criteria, including sufficient color contrast, clear focus states, and accessible navigation elements.</p> <p>2. Web Branding Guidance Documentation:</p> <ul style="list-style-type: none"> Comprehensive Guidance: A comprehensive document outlining web branding guidance is provided, covering detailed color palette specifications (hex codes, usage guidelines), logo usage rules (placement, sizing, clear space), typography guidelines (font families, sizes, styles), image and iconography standards, and additional brand-specific guidelines (e.g., tone of voice, messaging). File Formats: The mockups and branding guidance document will be delivered in industry-standard file formats (e.g., PDF, PNG, Figma, Adobe XD) suitable for TEA's use and reference. <p>Acceptance Process</p> <p>1. Review and Approval of Mockups:</p> <ul style="list-style-type: none"> Presentation: The contractor will present the mockups to TEA stakeholders in a formal review session, explaining design choices, gathering 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>feedback, and addressing any questions.</p> <ul style="list-style-type: none"> Feedback and Iteration: TEA will have 4 business days to review the high-fidelity mockups and provide feedback, addressing visual design, adherence to TEA branding, and accessibility considerations. The contractor will iterate on the mockups based on TEA's feedback until final approval is granted. Final Approval: Upon approval of the final mockups, the contractor will provide the finalized web branding guidance document, incorporating any feedback and adjustments made during the review process. <p>2. Ongoing Maintenance:</p> <ul style="list-style-type: none"> Updates and Revisions: The contractor will maintain the mockups and branding guidance throughout the project, making updates as needed based on feedback or design changes, ensuring the documentation remains accurate and up to date. 			
1.12	Application Coding Standards Document	<p>The following criteria must be met to the satisfaction of the TEA Contract Manager or designated representatives to consider the deliverable complete and acceptable:</p> <p>Functional Requirements</p> <p>1. Clearly Defined Coding Standards:</p>	Approved to begin development		

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<ul style="list-style-type: none"> ○ Comprehensive Documentation: A detailed document outlining the coding standards used for each relevant technology (.NET, Java, SQL) is provided. ○ Coverage: Coding standards cover the following aspects comprehensively: <ul style="list-style-type: none"> ▪ Naming Conventions: Consistent and meaningful naming conventions for variables, functions, classes, and other identifiers. ▪ Indentation and Formatting: Guidelines for code indentation, spacing, and formatting to enhance readability. ▪ Comments: Clear expectations for code comments, including their purpose (explaining why, not just what), usage instructions, and parameter descriptions. ▪ Error Handling: Best practices for handling exceptions, errors, and logging, including error code definitions and logging levels. ▪ Security: Guidelines for secure coding practices, such as 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>input validation, sanitization, and protection against common vulnerabilities (e.g., SQL injection, cross-site scripting).</p> <ul style="list-style-type: none"> ▪ Performance: Recommendations for optimizing code performance, including efficient algorithms, data structures, and memory management. ▪ Data Modeling Guidelines: <ul style="list-style-type: none"> • Naming Conventions: Consistent and meaningful naming conventions for tables, columns, relationships, and other database objects. • Data Types and Validation: Guidelines for selecting appropriate data types and implementing data validation 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>rules to ensure data integrity and accuracy.</p> <ul style="list-style-type: none"> • Normalization: Defined level of normalization to be applied to the database design, balancing data redundancy and query performance. • Relationships and Cardinality: Clear specifications of relationships between entities and their cardinality (e.g., one-to-one, one-to-many, many-to-many). • Indexing: Guidelines for creating indexes to optimize query performance. 			

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		<p>e and data retrieval speed.</p> <ul style="list-style-type: none"> ▪ Language-Specific Guidelines: Additional best practices specific to each language (.NET, Java, SQL), such as design patterns, language-specific idioms, and library usage recommendations. <p>2. Coding Standards Approval:</p> <ul style="list-style-type: none"> ○ Accessibility Compliance: The chosen coding standards, especially for public-facing web applications, align to WCAG 2.1 AA, ensuring compliance with accessibility requirements. ○ Stakeholder Approval: TEA technology stakeholders review and approve the application coding standards, ensuring alignment with accessibility requirements, best practices, and any TEA-specific guidelines. <p>Documentation and Collaboration</p> <p>1. Shared Documentation:</p> <ul style="list-style-type: none"> ○ Collaborative Format: The Application Coding Standards document is created in a collaborative format (e.g., shared document, wiki) accessible to both the contractor and 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>the TEA Technical Team Lead.</p> <ul style="list-style-type: none"> ○ Version Control: The document is version-controlled (e.g., using Git) and maintained throughout the project, with a clear history of changes and updates. <p>2. Approval Process:</p> <ul style="list-style-type: none"> ○ Formal Review: The TEA Technical Team Lead conducts a formal review of the coding standards before development begins. ○ Approval Sign-off: Written approval is provided by the TEA Technical Team Lead, indicating that the coding standards meet TEA's expectations for code quality, maintainability, and accessibility. <p>Acceptance Process</p> <p>1. Review Period:</p> <ul style="list-style-type: none"> ○ TEA will have 4 business days to review the Application Coding Standards document and provide feedback. <p>2. Feedback Incorporation:</p> <ul style="list-style-type: none"> ○ The contractor will address any feedback or questions raised by the TEA Technical Team Lead during the review period, revising the document as needed. <p>3. Final Approval and Implementation:</p> <ul style="list-style-type: none"> ○ Upon completion of the review and any necessary 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>revisions, the TEA Technical Team Lead will provide written approval to confirm acceptance of the final Application Coding Standards document.</p> <ul style="list-style-type: none"> ○ Coding commences in strict adherence to the finalized coding standards. 			
1.13	Knowledge Transfer Plan	<p>The following criteria must be met to the satisfaction of the TEA Contract Manager or designated representatives to consider the deliverable complete and acceptable:</p> <p>Functional Requirements</p> <ol style="list-style-type: none"> 1. Knowledge Transfer Scope: <ul style="list-style-type: none"> ○ Clearly defines the specific knowledge areas or domains that will be transferred, including technical skills, business processes, system architecture, data structures, and any other relevant information. 2. Knowledge Transfer Methods: <ul style="list-style-type: none"> ○ Details the methods that will be used to facilitate the transfer, such as: <ol style="list-style-type: none"> Formal training sessions (e.g., workshops, webinars) with agendas, schedules, and participant lists. Documentation (e.g., user manuals, technical guides, process flows) provided in accessible formats (e.g., PDF, online) 	Approved to deploy to Test environment		

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<ul style="list-style-type: none"> iii. Hands-on demonstrations of key tasks and functionalities, ideally in a staging or test environment. iv. Mentoring or shadowing programs where TEA personnel work alongside contractor experts to gain practical experience. v. Knowledge-sharing sessions (e.g., Q&A sessions, brown bag lunches) to foster informal learning and discussion. <p>3. Timeline:</p> <ul style="list-style-type: none"> ○ Specifies a detailed timeline for the knowledge transfer process, outlining the start and end dates for each method, milestones (e.g., completion of training modules, documentation reviews), and expected duration of each phase. <p>4. Roles and Responsibilities:</p> <ul style="list-style-type: none"> ○ Clearly identifies the roles and responsibilities of both contractor and TEA personnel involved in the knowledge transfer, including subject matter experts, trainers, mentors, and participants. <p>Additional Considerations:</p> <ul style="list-style-type: none"> • Evaluation and Assessment: 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<ul style="list-style-type: none"> ○ Describes how the effectiveness of the knowledge transfer will be evaluated and assessed, including methods for measuring knowledge acquisition (e.g., quizzes, tests, practical demonstrations), feedback mechanisms (e.g., surveys, interviews), and criteria for determining successful knowledge transfer. • Knowledge Retention: <ul style="list-style-type: none"> ○ Outlines strategies for ensuring that the transferred knowledge is retained within the TEA organization, such as ongoing contractor-led training, refresher courses, knowledge repositories (e.g., internal wikis, knowledge bases), and communities of practice. • Transition Support: <ul style="list-style-type: none"> ○ Specifies the level and duration of post-transfer support that the contractor will provide to the TEA team, such as help desk support, troubleshooting assistance, and knowledge base updates. <p>Documentation and Collaboration</p> <ul style="list-style-type: none"> • Shared Documentation: The Knowledge Transfer Plan is created as a shared document accessible to both the contractor and the TEA IT DevOps team via a collaborative 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>platform (e.g., Confluence, SharePoint).</p> <ul style="list-style-type: none"> • Version Control: The document is version-controlled using the same SCM system (Bitbucket) as the source code to track changes and maintain a history of revisions. <p>Approval Process</p> <ul style="list-style-type: none"> • Review Period: TEA will have 4 business days to review the Knowledge Transfer Plan and provide feedback. • Feedback and Refinement: The contractor will address any feedback or questions raised by TEA during the review period. The plan is updated iteratively through discussions and collaboration. • Final Approval and Implementation: Upon completion of the review and any necessary revisions, the TEA team will provide formal written approval to confirm acceptance. The finalized plan is implemented, and the knowledge transfer process is initiated according to the plan. <p>Acceptance Process</p> <ul style="list-style-type: none"> • Completion Criteria: The knowledge transfer is considered complete and accepted when all knowledge transfer activities outlined in the plan have been successfully executed, and the evaluation and assessment results demonstrate that the TEA team has acquired the necessary knowledge and skills to 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		independently operate and maintain the system or application.			
1.14	Source Code Management & Build Process Plan	<p>The following criteria must be met to the satisfaction of the TEA Contract Manager or designated representatives to consider the deliverable complete and acceptable:</p> <p>Functional Requirements</p> <ol style="list-style-type: none"> 1. Source Code Management Plan: <ul style="list-style-type: none"> ○ SCM System and Configuration: Details the source code management (SCM) system (Bitbucket) and its configuration. ○ Repository Structure: Clearly defines repository structure, including branching strategies (e.g., Bitbucket) and naming conventions. ○ Access Controls: Outlines access controls and permissions for different user roles (e.g., developers, testers, administrators), ensuring appropriate security and segregation of duties. ○ Backup and Recovery: Documents procedures for regular backups of the code repository and outlines steps for recovering from data loss or corruption. ○ Versioning: Specifies how code versions will be tracked and managed (e.g., semantic versioning) to ensure traceability and facilitate rollbacks if needed. 2. Build Process Plan: 	Approved to deploy to the Test environment		

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<ul style="list-style-type: none"> ○ Build Steps: Outlines the steps involved in building the application from source code, including: <ul style="list-style-type: none"> ▪ Dependency management (e.g., package managers like npm, Maven) and strategies for handling dependency vulnerabilities. ▪ Compilation and linking processes, including compiler options and optimization techniques. ▪ Testing procedures (unit tests, integration tests, and any other relevant types) and test coverage thresholds. ▪ Artifact generation (e.g., executable files, deployment packages) and artifact repository details. ○ Build Environments: Specifies the build environment and tools required (e.g., build servers, continuous integration tools), including their versions and configurations. ○ Build Instructions: Provides clear step-by-step instructions for developers to execute the build process locally and in automated 			

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		<p>environments (e.g., CI/CD pipelines).</p> <p>3. Additional Plans Required:</p> <ul style="list-style-type: none"> ○ Code Reviews: Defines the code review process, including roles and responsibilities, review criteria, cadence of code walkthroughs, and approval workflows. ○ Security: Addresses security considerations in both source code management (e.g., access controls, repository security) and the build process (e.g., vulnerability scanning, secure build environments). ○ Scalability: Considers how the build process can scale to accommodate larger codebases and development teams in the future. ○ Documentation Generation: Specifies how project documentation (e.g., API documentation, technical specifications) will be generated and maintained alongside the source code. <p>Documentation and Collaboration</p> <p>1. Shared Documentation:</p> <ul style="list-style-type: none"> ○ The Source Code Management & Build Process Plan is created as a shared document accessible to both the contractor and the TEA IT DevOps team. ○ The document is version-controlled and maintained throughout the project, 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>reflecting any changes or updates to the SCM or build process.</p> <p>2. Approval Process:</p> <ul style="list-style-type: none"> ○ The TEA IT DevOps team reviews and approves the plan before development begins. ○ Approval signifies that the plan aligns with TEA's development standards, infrastructure, and deployment practices. <p>Acceptance Process</p> <p>1. Review Period:</p> <ul style="list-style-type: none"> ○ The TEA IT DevOps team will have 14 business days to review the Source Code Management & Build Process Plan and provide feedback. <p>2. Feedback and Refinement:</p> <ul style="list-style-type: none"> ○ The contractor will address any feedback or questions raised by the TEA IT DevOps team during the review period. ○ The plan is updated as needed to reflect agreed-upon changes. <p>3. Final Approval and Implementation:</p> <ul style="list-style-type: none"> ○ Upon completion of the review and any necessary revisions, the TEA IT DevOps team will provide written approval to confirm acceptance. ○ The finalized plan is implemented, and the source code repository and 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		build process are established according to the plan.			
1.15	Access Standards & Privilege Requirements Documentation	<p>The following criteria must be met to the satisfaction of the TEA Contract Manager or designated representatives to consider the deliverable complete and acceptable:</p> <p>Functional Requirements</p> <ol style="list-style-type: none"> Comprehensive Access Definitions: <ul style="list-style-type: none"> The documentation clearly defines all user roles within the application and their associated access levels and privileges. Roles are aligned with TEA's organizational structure and security policies. Privileges are granular, specifying what actions each role can perform within the application (e.g., view, edit, create, delete). Special consideration is given to sensitive data or functionalities, ensuring appropriate access restrictions are in place. Integration with AD/ID Systems: <ul style="list-style-type: none"> If applicable, the documentation details the integration of the application with TEA's Active Directory (AD) or Identity Management (ID) systems. Integration ensures seamless user authentication and authorization based on existing user accounts and roles within TEA's systems. 	<p>Documentation approved prior to user access being granted.</p> <p>Contractor-Led User Training Completion for TEA personnel responsible for managing user access and permissions, covering the practical application of access standards and privilege requirements.</p>		

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		<ul style="list-style-type: none"> Documentation covers the technical implementation details of the integration, including data synchronization, authentication protocols, and error handling. <p>Documentation and Collaboration</p> <ol style="list-style-type: none"> Shared Documentation: <ul style="list-style-type: none"> The documentation is created in a collaborative format (e.g., shared document, wiki) accessible to both the contractor and the TEA Technical Team. The documentation is maintained throughout the project, reflecting any changes or updates to access requirements. Approval Process: <ul style="list-style-type: none"> The documentation is reviewed and approved by the TEA Technical Team before application access is granted to any users. Approval signifies that the access standards and privilege requirements align with TEA's security policies and operational needs. <p>Acceptance Process</p> <ol style="list-style-type: none"> Review Period: <ul style="list-style-type: none"> TEA will have 4 business days to review the access standards and privilege requirements documentation. Feedback and Refinement: 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<ul style="list-style-type: none"> The contractor will address any feedback or questions raised by the TEA Technical Team during the review period. The documentation is updated as needed to reflect agreed-upon changes. <p>3. Final Approval:</p> <ul style="list-style-type: none"> Upon completion of the review and any necessary revisions, the TEA Technical Team will provide written approval to confirm acceptance. <p>4. Access Provisioning:</p> <ul style="list-style-type: none"> Following documentation approval, user accounts and access privileges will be provisioned within the application according to the defined standards. 			
1.16	Front-end development	<p>The following criteria must be met to the satisfaction of the TEA Contract Manager or designated representatives to consider the deliverable complete and acceptable:</p> <p>Functional Requirements</p> <p>1. Code Quality and Styling:</p> <ul style="list-style-type: none"> Front-end code (HTML, CSS, JavaScript) adheres to established coding standards and best practices, promoting readability, maintainability, and consistency. Code is properly styled and formatted using a consistent style guide (e.g., Prettier, 	Front-end development completed within the committed sprint and resides within TEA source control		

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>ESLint) for visual clarity and ease of understanding.</p> <p>2. Accessibility Compliance:</p> <ul style="list-style-type: none"> ○ Front-end code meets the latest Web Content Accessibility Guidelines success criteria. ○ An accessibility audit report is provided, confirming compliance, and addressing any identified issues. ○ Code incorporates semantic HTML, ARIA attributes, and other accessibility best practices to ensure usability for users with disabilities. <p>3. Core Sections Implementation:</p> <ul style="list-style-type: none"> ○ All core application sections (as outlined in the project scope) are fully developed and functional. ○ Navigation between sections is intuitive, seamless, and accessible. ○ Interactive elements (buttons, forms, etc.) are user-friendly and function as expected. <p>4. Data Integration:</p> <ul style="list-style-type: none"> ○ Front-end code seamlessly integrates with back-end systems (e.g., APIs) to fetch and display data accurately. ○ Data is displayed in the user interface in a clear, organized, and accessible manner. ○ User input is validated on the front-end to ensure data integrity and security. <p>Knowledge Transfer</p>			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>1. Developer Knowledge Transfer Sessions:</p> <ul style="list-style-type: none"> Comprehensive knowledge transfer sessions are conducted with the TEA's internal or designated development team. Session's cover: <ul style="list-style-type: none"> Coding best practices and conventions used in the project Technical decisions made during development, along with their rationale Troubleshooting tips and common issues Maintenance and update procedures for the front-end codebase <p>2. Technical Documentation:</p> <ul style="list-style-type: none"> Detailed technical documentation is provided, including: <ul style="list-style-type: none"> Code structure and organization Component descriptions and usage instructions Data flow diagrams Decision logs detailing technical choices and alternatives considered <p>Testing and Verification</p> <p>1. Unit Tests:</p> <ul style="list-style-type: none"> Unit tests are developed for each user story to validate 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>the functionality described in the story.</p> <ul style="list-style-type: none"> Unit tests are executed as part of the development process and pass successfully, demonstrating that the code implementation meets the requirements of the user story. <p>2. Sprint Completion:</p> <ul style="list-style-type: none"> All user stories assigned to a sprint are completed and meet their acceptance criteria within the committed timeframe. Completed user stories are demonstrated to TEA stakeholders for review and approval. <p>Source Control Integration</p> <p>1. TEA Repository:</p> <ul style="list-style-type: none"> The completed front-end code is integrated into the TEA's version-controlled source code repository (e.g., Git). The codebase is well-organized with clear commit messages and a meaningful branching strategy. The repository is accessible to designated TEA personnel. <p>Acceptance Process</p> <p>1. Review Period:</p> <ul style="list-style-type: none"> TEA will have 4 business days to review the delivered front-end code, 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>documentation, and conduct knowledge transfer sessions.</p> <p>2. Feedback and Refinement:</p> <ul style="list-style-type: none"> The contractor will address any feedback or issues raised during the review period, ensuring that the code meets TEA's standards and expectations. <p>3. Final Approval:</p> <ul style="list-style-type: none"> Upon successful completion of the review and any necessary refinements, TEA will provide written approval to confirm acceptance. 			
1.17	Back-end development and integration	<p>The following criteria must be met to the satisfaction of the TEA Contract Manager or designated representatives to consider the deliverable complete and acceptable:</p> <p>Functional Requirements</p> <p>1. Data Models and Data Dictionaries:</p> <ul style="list-style-type: none"> Data models accurately represent the project's requirements and relationships between entities using industry standard third normal form (3NF), code tables, and a composite natural primary key (business key) instead of an auto-generated surrogate primary key where possible. Data dictionaries comprehensively define all data elements, including data types, formats, constraints, relationships, 	Back-end development completed within the committed sprint and resides with TEA source control		

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>and the exact purpose, meaning and usage of each element.</p> <ul style="list-style-type: none"> ○ Data models are compatible with and can be successfully imported into Idera ER/Studio for visualization and analysis. ○ Data models and dictionaries adhere to industry best practices and TEA's data standards (if applicable). <p>2. API Implementation:</p> <ul style="list-style-type: none"> ○ RESTful APIs are implemented according to the agreed-upon specifications (e.g., OpenAPI/Swagger documentation). ○ APIs handle requests and responses correctly, including proper error handling and status codes. ○ API endpoints are secured using appropriate authentication and authorization mechanisms. ○ APIs perform efficiently under expected load and usage scenarios. <p>3. Core Functionalities and Custom Code:</p> <ul style="list-style-type: none"> ○ All core functionalities (as outlined in the project scope) are fully implemented and functional. ○ Business logic is correctly implemented and meets the specified requirements. ○ Custom code is well-structured, maintainable, 			

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		<p>and adheres to coding standards.</p> <ul style="list-style-type: none"> Data validation and sanitization are implemented to prevent security vulnerabilities. <p>4. Integration:</p> <ul style="list-style-type: none"> Back-end components are seamlessly integrated with front-end components and any third-party systems (if applicable). Data flows correctly between different components and systems without errors. <p>Non-Functional Requirements</p> <p>1. Security and Integration:</p> <ul style="list-style-type: none"> Back-end code meets all security standards as outlined in the project's security requirements and aligns with the approved integration plan. Regular security audits and vulnerability assessments are conducted to ensure ongoing security compliance. <p>2. Performance and Scalability:</p> <ul style="list-style-type: none"> Back-end systems meet agreed-upon performance benchmarks (e.g., response times, throughput). Systems are designed for scalability to handle future increases in load and data volume. <p>3. Reliability and Availability:</p> <ul style="list-style-type: none"> Systems are highly reliable with minimal downtime. 			

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		<ul style="list-style-type: none"> Error handling and logging mechanisms are in place to facilitate issue identification and resolution. <p>Documentation and Contractor-Led Training</p> <ol style="list-style-type: none"> Documentation: <ul style="list-style-type: none"> Comprehensive documentation is provided for the following: <ul style="list-style-type: none"> Data models and dictionaries (including ER/Studio compatible formats) API specifications and usage Core functionalities and custom code Security and integration plan Deployment and maintenance procedures Contractor-Led Training Workshops: <ul style="list-style-type: none"> Hands-on training workshops are conducted for TEA technical leads, covering core features, application management, troubleshooting, and best practices. Workshops include interactive exercises and Q&A sessions to ensure understanding. <p>Testing and Verification</p> <ol style="list-style-type: none"> Unit Tests: 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<ul style="list-style-type: none"> Unit tests are developed for each user story to validate the functionality described in the story. Unit tests are executed as part of the development process and pass successfully, demonstrating that the code implementation meets the requirements of the user story. <p>2. Sprint Completion:</p> <ul style="list-style-type: none"> All user stories assigned to a sprint are completed and meet their acceptance criteria within the committed timeframe. Completed user stories are demonstrated to TEA stakeholders for review and approval. <p>Acceptance Process</p> <p>1. Review Period: TEA will have 4 business days to review the delivered back-end code, documentation, and contractor developed training materials.</p> <p>2. Defect Remediation and Verification:</p> <ul style="list-style-type: none"> The contractor will address any defects or issues identified during the review period. TEA technical leads will verify the successful import of data models into Idera ER/Studio and the effectiveness of the contractor-led training workshops. 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>3. Final Approval: Upon successful completion of defect remediation, verification, and contractor-led training workshops, TEA will provide written approval to confirm acceptance.</p>			
1.18	Technical Documentation	<p>Acceptance Criteria for Technical Documentation</p> <p>The following criteria must be met to the satisfaction of the TEA Contract Manager or designated representatives to consider the deliverable complete and acceptable:</p> <p>Functional Requirements</p> <ol style="list-style-type: none"> Dependency Documentation: <ul style="list-style-type: none"> A complete and accurate list of all software dependencies (libraries, frameworks, etc.) used in the project is provided. For each dependency, the following information is included: <ul style="list-style-type: none"> Name and version License type (e.g., MIT, Apache, GPL) Source (e.g., link to official repository) Any potential license conflicts or restrictions are clearly identified and addressed. Functionality Documentation: <ul style="list-style-type: none"> Major functionalities of the software are clearly documented, including: <ul style="list-style-type: none"> Purpose and goals High-level design and architecture 	<p>Technical Documentation is finalized for development work completed within the committed sprint</p>		

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<ul style="list-style-type: none"> ▪ Input/output specifications ▪ User interactions (if applicable) ▪ Error handling and logging mechanisms <ul style="list-style-type: none"> ○ Documentation is concise, easy to understand, and uses appropriate technical language. ○ Diagrams (e.g., flowcharts, sequence diagrams) are used to illustrate complex processes or interactions. <p>3. Inline Code Documentation:</p> <ul style="list-style-type: none"> ○ Individual methods and functions within the source code are documented with clear and concise comments. ○ Comments explain the purpose, parameters, return values, and any potential side effects of the code. ○ Comments adhere to a consistent style guide (e.g., JSDoc for JavaScript). <p>4. System Diagram:</p> <ul style="list-style-type: none"> ○ A high-level system diagram is provided that visually represents the overall architecture of the software. ○ The diagram clearly shows the relationships between components, data flows, and external systems (if applicable). <p>Non-Functional Requirements</p> <p>1. Accuracy and Completeness:</p> <ul style="list-style-type: none"> ○ Technical documentation accurately reflects the 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>current state of the software and its implementation.</p> <ul style="list-style-type: none"> Documentation is comprehensive and covers all major aspects of the software as outlined in the project scope. <p>2. Readability and Maintainability:</p> <ul style="list-style-type: none"> Documentation is well-structured, organized, and easy to navigate. A consistent format and style are used throughout the documentation. Documentation is written in a way that is easy for both technical and non-technical stakeholders to understand. <p>Technology Review Committee Approval</p> <ul style="list-style-type: none"> All software and technical documentation have been reviewed and approved by the TEA Technology Review Committee or designated authority. <p>Knowledge Transfer</p> <ul style="list-style-type: none"> A debrief session is conducted with the TEA's internal or designated team to review the technical documentation and answer any questions. The session covers the structure and content of the documentation, key design decisions, and any potential areas of concern. <p>Acceptance Process</p>			

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		<ol style="list-style-type: none"> Review Period: TEA will have 4 business days to review the technical documentation and provide feedback. Revisions and Updates: Contractor will address any feedback or requested revisions within the agreed-upon timeframe. Final Approval: Upon completion of revisions and final review, TEA will provide written approval to confirm acceptance. 			
1.19	Tested Code	<p>Acceptance Criteria for Tested Code and Test Documentation</p> <p>The following criteria must be met to the satisfaction of the TEA Contract Manager or designated representatives to consider the deliverable complete and acceptable:</p> <p>Functional Requirements</p> <ol style="list-style-type: none"> Test Code Coverage: <ul style="list-style-type: none"> The delivered codebase includes comprehensive test code (unit tests, integration tests, and any other relevant types) with substantial coverage of the application's core functionality. Test coverage reports (generated by Zephyr Scale) are provided and demonstrate a minimum coverage percentage of 90%. Test code is well-structured, maintainable, and adheres to established coding standards. Meaningful Testing: 	<p>Test Plan and Test Cases approved in TEA Test Plan repository</p> <p>Testing Complete within the committed sprint</p>		

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		<ul style="list-style-type: none"> ○ All areas of the codebase are meaningfully tested, ensuring that not only lines of code are executed but also that the behavior of the code is verified under various conditions. ○ Test cases exercise different inputs, outputs, and error scenarios to ensure the robustness and reliability of the application. ○ Test data is comprehensive and representative of real-world use cases. <p>3. Version-Controlled Repository:</p> <ul style="list-style-type: none"> ○ All code, including the tested application code and associated test code, is stored in a version-controlled repository (e.g., Git) hosted by the Texas Education Agency. ○ The repository contains a clear history of code changes and commits. ○ Access to the repository is provided to designated TEA personnel. <p>Test Documentation</p> <p>1. Test Plans and Test Cases:</p> <ul style="list-style-type: none"> ○ Detailed test plans outlining the overall testing strategy, objectives, and scope are provided. ○ Comprehensive test cases are documented, including: <ul style="list-style-type: none"> ▪ Test case ID ▪ Test case description ▪ Prerequisites 			

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		<ul style="list-style-type: none"> ▪ Steps to reproduce ▪ Expected results ▪ Actual results (to be filled in during testing) ▪ Status (pass/fail) <p>2. Test Results:</p> <ul style="list-style-type: none"> ○ Results for each test case are documented and presented in a clear and concise format. ○ Test results include details on any identified issues or defects. <p>3. Sprint Completion:</p> <ul style="list-style-type: none"> ○ All user stories assigned to a sprint are completed and meet their acceptance criteria within the committed timeframe. ○ Completed user stories are demonstrated to TEA stakeholders for review and approval. <p>4. Actionable Plans:</p> <ul style="list-style-type: none"> ○ For any known issues or defects identified during testing, actionable plans are provided that outline: <ul style="list-style-type: none"> ▪ Issue description and severity ▪ Root cause analysis ▪ Proposed solutions or mitigation strategies ▪ Timeline for resolution <p>Knowledge Transfer</p> <p>1. Debrief Session:</p> <ul style="list-style-type: none"> ○ A comprehensive debrief session is conducted with 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>the TEA's internal or designated team to review the test plans, test cases, and test results.</p> <ul style="list-style-type: none"> ○ The session includes a discussion of: <ul style="list-style-type: none"> ▪ Overall test coverage and effectiveness ▪ Identified issues and proposed solutions ▪ Any potential risks or concerns related to the code quality or functionality ▪ Recommendations for future testing and maintenance <p>Acceptance Process</p> <ol style="list-style-type: none"> 1. Review Period: TEA will have 4 business days to review the delivered code, test documentation, and test results. 2. Defect Remediation: Contractor will address any issues or defects identified during the review period within the agreed-upon timeframe. 3. Final Approval: Upon completion of defect remediation and the debrief session, TEA will provide written approval to confirm acceptance. 			
1.20	Secure code	<p>The following criteria must be met to the satisfaction of the TEA Contract Manager or designated representatives to consider the deliverable complete and acceptable:</p> <p>Functional Requirements</p>	Security vulnerability testing complete for development work		

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<ol style="list-style-type: none"> OWASP ASVS Compliance: The submitted codebase must be free of medium and high-level vulnerabilities as identified by the OWASP Application Security Verification Standard (ASVS), latest version. Static Testing: <ul style="list-style-type: none"> The codebase must pass a static analysis scan using an industry-recognized tool like npm audit (or equivalent for the chosen technology stack) with no medium or high-level vulnerabilities reported. If npm audit (or equivalent) is not applicable, the Contractor shall provide a written justification for an alternative static testing tool and receive approval from the TEA before proceeding. Any reported vulnerabilities must be addressed and remediated before submission. Dynamic Testing: <ul style="list-style-type: none"> The codebase must pass a dynamic application security testing (DAST) scan using the OWASP Zed Attack Proxy (ZAP) with no medium or high-level vulnerabilities reported. Any reported vulnerabilities must be addressed and remediated before submission. False Positive Documentation: For any vulnerabilities flagged by the static or dynamic scans that are determined to be false positives, 	completed within the committed sprint		

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>detailed documentation must be provided explaining why the issue is not a genuine security risk.</p> <p>5. PHP Version:</p> <ul style="list-style-type: none"> ○ The codebase must utilize the latest stable version of PHP at the time of submission. ○ Documentation must be provided detailing the specific PHP version used and any relevant configuration settings. <p>Security Testing Documentation</p> <p>1. Test Plans and Procedures:</p> <ul style="list-style-type: none"> ○ Comprehensive documentation outlining the security testing methodology, tools used (npm audit, OWASP ZAP), and scan configurations is provided. ○ Test plans detail the scope of testing, including specific ASVS controls tested and any areas of focus. <p>2. Test Results and Vulnerability Reports:</p> <ul style="list-style-type: none"> ○ Detailed reports of all security tests conducted are provided, including: <ul style="list-style-type: none"> ▪ Vulnerability descriptions ▪ Severity levels (low, medium, high) ▪ Proof-of-concept (PoC) exploits (if applicable) ▪ Remediation recommendations 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>3. Actionable Remediation Plans: For each identified vulnerability, a clear and actionable plan for remediation is provided. This includes proposed solutions, estimated effort, timelines, and verification steps.</p> <p>Knowledge Transfer</p> <p>1. Debrief Session:</p> <ul style="list-style-type: none"> ○ A comprehensive debrief session is conducted with the TEA's internal or designated team to review the security testing results, remediation plans, and false positive documentation. ○ The session focuses on: <ul style="list-style-type: none"> ▪ Understanding the identified vulnerabilities and the rationale behind any false positives. ▪ Discussing the proposed remediation strategies and timelines. ▪ Addressing any concerns or questions related to the security posture of the application. ▪ Providing guidance on ongoing security best practices and maintenance. <p>Acceptance Process</p> <p>1. Review Period: TEA will have 4 business days to review the delivered code, security testing</p>			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>documentation, and remediation plans.</p> <p>2. Vulnerability Remediation: The contractor will address all medium and high-level vulnerabilities identified during the review period, following the agreed-upon remediation plans.</p> <p>3. Final Approval: Upon successful remediation and final review, including verification of false positives, TEA will provide written approval to confirm acceptance.</p>			
1.21	Deployable code	<p>The following criteria must be met to the satisfaction of the TEA Contract Manager or designated representatives to consider the deliverable complete and acceptable:</p> <p>Functional Requirements</p> <ol style="list-style-type: none"> Successful Build Process: <ul style="list-style-type: none"> The codebase must consistently build without errors using a single command or script, as documented in the provided instructions. Build artifacts (e.g., compiled code, packages, executables) are generated correctly and are ready for deployment. Repeatable Deployment to Test or Staging Environments: <ul style="list-style-type: none"> Deployment to the designated staging environment must be successful, automated, and repeatable. Deployment can be initiated with a single command or script, as documented. 	Production deployment complete for work completed within the committed sprint		

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<ul style="list-style-type: none"> Deployment time must meet agreed-upon targets for efficiency and timeliness. <p>3. Production Deployment: A successful deployment of the application to the production environment must be completed, demonstrating full functionality and meeting all acceptance criteria defined for the project.</p> <p>Documentation</p> <p>1. Deployment Instructions:</p> <ul style="list-style-type: none"> Clear and comprehensive documentation following TEAs deployment instruction format and submission process must be provided detailing the steps required to deploy the application to each environment (development, testing, production). Documentation includes: <ul style="list-style-type: none"> Prerequisites (e.g., software dependencies, system configuration, environment variables) Step-by-step instructions for building and deploying the codebase Verification steps to confirm successful deployment in each environment Troubleshooting tips for common build 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>and deployment errors</p> <p>2. Rollback Instructions:</p> <ul style="list-style-type: none"> Detailed instructions are provided for rolling back the application to a previous stable state in case of deployment failures or issues in any environment. Rollback procedures are tested and verified in the staging environment to ensure their effectiveness. <p>3. Component List:</p> <ul style="list-style-type: none"> A comprehensive list of all components (software, hardware, configuration files, secrets, etc.) required for successful deployment to each environment is provided. For each component, the documentation includes: <ul style="list-style-type: none"> Name and version Purpose and function Installation or configuration instructions Any specific considerations for each environment (e.g., different database connections) <p>Acceptance Process</p> <p>1. Review Period: TEA will have 4 business days to review the delivered deployment instructions and documentation.</p>			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>2. Deployment Validation: TEA personnel or designated representative(s) will independently execute the deployment process in the staging environment following the provided instructions.</p> <p>3. Production Deployment Validation: The contractor will assist TEA personnel or designated representative(s) in deploying the application to the production environment and ensure its successful operation.</p> <p>4. Final Approval: Upon successful deployment validation in both staging and production environments, TEA will provide written approval to confirm acceptance.</p>			
1.22	Accessibility audit report, Voluntary Product Accessibility Testing (VPAT) or Accessibility Compliance Report (ACR), and remediation plan	<p>The following criteria must be met to the satisfaction of the TEA Contract Manager or designated representatives to consider the deliverable complete and acceptable:</p> <p>Functional Requirements</p> <p>1. Accessibility Audit:</p> <ul style="list-style-type: none"> ○ A comprehensive accessibility audit is conducted on the application, evaluating compliance with the most recently published Web Content Accessibility Guidelines (WCAG 2.1 AA) success criteria. ○ The audit is performed by a qualified accessibility specialist or using a reputable automated testing tool in conjunction with manual review. 	<p>Accessibility audit completed prior to production deployment</p>		

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<ul style="list-style-type: none"> ○ A detailed audit report is provided, documenting all identified accessibility issues, their severity (critical, serious, moderate, minor), and their impact on users with disabilities. <p>2. VPAT/ACR (Voluntary Product Accessibility Template/Accessibility Conformance Report):</p> <ul style="list-style-type: none"> ○ A completed VPAT or ACR is provided, clearly stating the level of conformance of the application with the most recently published WCAG 2.1 AA success criteria. ○ The VPAT/ACR includes: <ul style="list-style-type: none"> ▪ Product description and version information ▪ Evaluation methods used ▪ Table mapping WCAG 2.1 AA success criteria to the application's features ▪ Conformance level for each success criterion (supported, partially supported, not supported) ▪ Explanations and notes for partial or non-conformance ▪ Any known accessibility issues or limitations <p>3. Remediation Plan:</p> <ul style="list-style-type: none"> ○ A detailed remediation plan is provided, addressing all 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>identified accessibility issues from the audit report.</p> <ul style="list-style-type: none"> ○ The plan prioritizes issues based on severity and impact and outlines specific steps and timelines for remediation. ○ Remediation strategies are aligned with WCAG 2.1 AA guidelines and best practices for inclusive design. <p>4. Accessibility Awareness Workshop:</p> <ul style="list-style-type: none"> ○ A workshop is conducted for TEA personnel to raise awareness about accessibility and inclusive design principles. ○ The workshop covers: <ul style="list-style-type: none"> ▪ The importance of accessibility and its impact on users with disabilities ▪ Overview of WCAG 2.1 AA guidelines and key principles ▪ Practical tips for designing and developing accessible content <p>Acceptance Process</p> <p>1. Review and Approval:</p> <ul style="list-style-type: none"> ○ TEA will have 4 business days to review the accessibility audit report, VPAT/ACR, and remediation plan. ○ TEA will provide feedback and request any necessary revisions. 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<ul style="list-style-type: none"> Upon agreement, TEA will provide written approval of the audit report and remediation plan. <p>2. Remediation Implementation:</p> <ul style="list-style-type: none"> The contractor will implement the remediation plan according to the agreed-upon timelines. Regular progress updates are provided to TEA. <p>3. Workshop Completion: The contractor will conduct the accessibility awareness workshop for TEA personnel.</p> <p>4. Final Verification and Approval:</p> <ul style="list-style-type: none"> TEA will verify the implementation of the remediation plan and confirm that accessibility issues have been addressed. Upon successful verification, TEA will provide final written approval. 			
1.23	Training Plan for application users	<p>The following criteria must be met to the satisfaction of the TEA Contract Manager or designated representatives to consider the deliverable complete and acceptable:</p> <p>Functional Requirements</p> <p>1. Training Plan:</p> <ul style="list-style-type: none"> A comprehensive training plan is developed, outlining the scope, objectives, and target audience for application contractor-led user training. The plan includes a detailed outline of the contractor training content, covering: 	All Train-the-Trainer sessions are complete		

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<ul style="list-style-type: none"> ▪ Basic application navigation and functionality ▪ Key workflows and procedures ▪ Troubleshooting common issues ▪ Best practices for optimal use <p>2. Train-the-Trainer Sessions:</p> <ul style="list-style-type: none"> ○ Train-the-Trainer sessions are conducted for designated TEA personnel (trainers) by the contractor to equip them with the knowledge and skills to effectively deliver end-user training. ○ Sessions cover the training plan content and provide trainers with resources and materials to support their training efforts (e.g., presentations, user guides, FAQs). ○ Trainers demonstrate proficiency in delivering the training content and answering user questions. <p>Documentation</p> <p>1. User Training Materials:</p> <ul style="list-style-type: none"> ○ Comprehensive contractor developed user training materials are provided, including: <ul style="list-style-type: none"> ▪ User guides or manuals ▪ Video tutorials or demonstrations 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<ul style="list-style-type: none"> Quick reference guides or cheat sheets FAQs and troubleshooting resources <p>Acceptance Process</p> <ol style="list-style-type: none"> Review and Approval of Training Plan: <ul style="list-style-type: none"> TEA will have 4 business days to review the training plan and provide feedback. Upon agreement, TEA will provide written approval of the training plan. Completion of Train-the-Trainer Sessions: All designated trainers successfully complete the Train-the-Trainer sessions and demonstrate proficiency in delivering the training content. Final Approval: Upon successful completion of Train-the-Trainer sessions, TEA will provide written approval to confirm acceptance. 			
1.24	Application launch and training plan	<p>The following criteria must be met to the satisfaction of the TEA Contract Manager or designated representatives to consider the deliverable complete and acceptable:</p> <p>Functional Requirements</p> <ol style="list-style-type: none"> Application Launch Plan: <ul style="list-style-type: none"> A comprehensive launch plan is developed, detailing the timeline, tasks, responsible parties, and success metrics for the application launch. 	<p>Application launched successfully (partial payment 50%)</p> <p>Application is stable for 60 days without major disruptions</p>		

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<ul style="list-style-type: none"> ○ The plan includes strategies for: <ul style="list-style-type: none"> ▪ Pre-launch activities (e.g., internal testing, data preparation, data migration, communication to stakeholders) ▪ Launch day activities (e.g., deployment to production, monitoring, support) ▪ Post-launch activities (e.g., user feedback collection, user satisfaction ratings, bug fixes, performance optimization) <p>2. Successful Launch and Deployment:</p> <ul style="list-style-type: none"> ○ The application is successfully deployed to the production environment, ensuring full functionality and adherence to all acceptance criteria defined for the project. ○ Deployment is completed within the agreed-upon launch timeline and without major disruptions. <p>3. Metrics and Performance Data:</p> <ul style="list-style-type: none"> ○ Evidence of successful deployment is provided, including metrics and performance data demonstrating the application's stability, responsiveness, and resource utilization during the initial launch period. 	(remaining 50% payment)		

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<ul style="list-style-type: none"> ○ Metrics may include: <ul style="list-style-type: none"> ▪ Uptime percentage ▪ Average response time ▪ Error rates ▪ User traffic and engagement data 4. Stakeholder Communication: <ul style="list-style-type: none"> ○ Stakeholders are notified of the application launch through appropriate channels (e.g., newsletters, emails, website announcements). ○ Communication includes: <ul style="list-style-type: none"> ▪ Launch date and time ▪ Key features and benefits of the application ▪ How to access and use the application ▪ Support contact information 5. User Training Materials and Support: <ul style="list-style-type: none"> ○ Comprehensive user training materials (user guides, video tutorials, FAQs) are readily available to help users understand application functionalities. ○ Clear channels for user feedback and issue resolution are established and communicated (e.g., help desk, online support forum). <p>Documentation</p> <p>1. Launch Report:</p>			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<ul style="list-style-type: none"> ○ A detailed launch report is provided, summarizing the launch process, results, and any lessons learned. ○ The report includes a comparison of planned vs. actual metrics and performance data. <p>2. Post-Launch Communication Plan:</p> <ul style="list-style-type: none"> ○ A post-launch communication plan is documented, outlining ongoing communication strategies to keep users informed about updates, new features, and issue resolutions. ○ The plan includes details on communication channels, frequency, and content. <p>Acceptance Process</p> <p>1. Review and Approval of Launch Plan:</p> <ul style="list-style-type: none"> ○ TEA will have 4 business days to review the launch plan and provide feedback. ○ Upon agreement, TEA will provide written approval of the launch plan. <p>2. Launch and Monitoring:</p> <ul style="list-style-type: none"> ○ The contractor will execute the launch plan, monitor the application's performance, and address any issues that arise. <p>3. Final Approval:</p> <ul style="list-style-type: none"> ○ Upon successful launch, verification of performance data, and completion of stakeholder communication, TEA will provide written 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		approval to confirm acceptance.			
1.25	Performance monitoring and analytics setup	<p>The following criteria must be met to the satisfaction of the TEA Contract Manager or designated representatives to consider the deliverable complete and acceptable:</p> <p>Functional Requirements</p> <ol style="list-style-type: none"> Performance Monitoring and Analytics Setup: <ul style="list-style-type: none"> The application shall support a minimum of 1000 concurrent authenticated users, ensuring that each user can navigate and complete any function with a response time of 4 seconds or less. Performance monitoring tools (e.g., New Relic, Datadog, AppDynamics) are integrated into the application to track key performance indicators (KPIs). KPIs are defined in application launch plan in collaboration with TEA and align with the project's goals and user needs. Monitoring covers both server-side (e.g., response times, error rates, resource usage) and client-side (e.g., page load times, user interactions) performance. Dashboards and reports are configured to provide clear visualizations of performance data over time. 	Performance monitoring and analytics established; admins have insight into their application analytics		

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>2. KPI Tracking and Analysis:</p> <ul style="list-style-type: none"> Performance data is collected, aggregated, and analyzed on a regular basis. Analysis identifies trends, bottlenecks, and areas for improvement. Actionable insights derived from the analysis are documented and presented to TEA, along with recommendations for optimization and enhancement. All KPIs must meet or exceed the predefined target metrics. Detailed test reports, including methodology, results, and identified issues, must be submitted to TEA for review and approval. All performance-related issues must be resolved to TEA's satisfaction. <p>3. User Feedback Capture System:</p> <ul style="list-style-type: none"> Mechanisms for gathering user feedback are implemented within the application (e.g., feedback forms, surveys, bug reporting tools). Feedback mechanisms are user-friendly, accessible, and encourage users to provide constructive input. Collected feedback is organized, analyzed, and used to inform future development and 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>improvement of the application.</p> <p>Documentation</p> <p>4. Monitoring and Analytics Documentation:</p> <ul style="list-style-type: none"> ○ Documentation is provided that outlines the implemented performance monitoring and analytics setup, including: <ol style="list-style-type: none"> 1. List of tracked KPIs and their definitions 2. Configuration details for monitoring tools 3. Dashboard and report setup instructions 4. Data analysis methodologies and interpretation guidelines 5. Comprehensive documentation of the load and performance testing process, including test plans, scenarios, and scripts, must be provided 6. Regular progress reports shall be submitted to TEA during the testing phase, outlining the status of the tests, any issues identified, and actions taken 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>7. A final testing report shall be delivered upon completion, summarizing all activities, results, and resolutions of identified issues</p> <p>5. User Feedback Documentation:</p> <ul style="list-style-type: none"> Documentation is provided that explains the user feedback capture system, including: <ol style="list-style-type: none"> How users can provide feedback How feedback is collected, processed, and analyzed How feedback will be used to inform improvements <p>Knowledge Transfer</p> <p>6. Performance Monitoring and Analytics Training:</p> <ul style="list-style-type: none"> Contractor-led training sessions are conducted for TEA administrators or designated personnel on how to use the performance monitoring tools, interpret dashboards and reports, and utilize the insights to make informed decisions. <p>7. User Feedback Analysis Training:</p> <ul style="list-style-type: none"> Contractor-led training sessions are provided on how to access, analyze, and interpret user feedback data to identify trends and prioritize improvements. 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>Acceptance Process</p> <p>8. Review Period:</p> <ul style="list-style-type: none"> TEA will have 4 business days to review the performance monitoring setup, user feedback mechanisms, and documentation. <p>9. Verification:</p> <ul style="list-style-type: none"> TEA personnel will verify the implementation of performance monitoring tools, user feedback capture systems, and the generation of actionable insights. <p>10. Final Approval:</p> <ul style="list-style-type: none"> Upon successful verification and completion of knowledge transfer sessions, TEA will provide written approval to confirm acceptance. 			
1.26	Sprint Deliverables (Monthly)	<p>The following criteria must be met to the satisfaction of the TEA Contract Manager or designated representatives to consider the sprint deliverables complete and acceptable, and to trigger payment for the sprint:</p> <p>Functional Requirements</p> <p>1. Sprint Planning:</p> <ul style="list-style-type: none"> Collaborative Planning Meeting: The contractor and TEA collaboratively plan each sprint during a Sprint Planning Meeting, adhering to established Agile best practices. The meeting must include: <ul style="list-style-type: none"> Sprint Backlog: Finalization of the 	Successful completion of all deliverables, acceptance by the TEA Product Owner, and resolution of any identified defects.		

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>sprint backlog, including a realistic commitment of user stories based on the team's estimated velocity.</p> <ul style="list-style-type: none"> ▪ Sprint Goal: Definition of a clear and measurable sprint goal that aligns with the project's overall objectives. ▪ Documentation: Meeting minutes summarizing key decisions, action items, and open questions. <p>2. Deliverable Completion:</p> <ul style="list-style-type: none"> ○ Definition of Done (DoD) Adherence: All user stories committed to the sprint are completed and fully meet the "Definition of Done" (DoD) that is agreed upon by TEA and the contractor. The DoD includes the following criteria: <ul style="list-style-type: none"> ▪ Functional: The deliverable functions as described in the user story acceptance criteria and fulfills the intended user need. ▪ Tested: The deliverable has undergone comprehensive testing (unit, integration, 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>functional, non-functional, performance, security, and automation tests), with no critical or high-severity defects remaining.</p> <ul style="list-style-type: none"> ▪ Documented: All relevant documentation (e.g., technical specifications, user manuals) is complete, up-to-date, and adheres to established standards. ▪ Approved: The deliverable has been reviewed and formally accepted by the TEA Product Owner through a documented sign-off process. <p>3. Acceptance Testing:</p> <ul style="list-style-type: none"> ○ Rigorous Testing: TEA or a designated representative will conduct thorough acceptance testing of the deliverables, using agreed-upon test cases and procedures. ○ Verification of Acceptance Criteria: Acceptance testing will verify that the deliverables meet all functional and non-functional requirements outlined in the user story acceptance criteria. <p>4. Demonstration and Review:</p>			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<ul style="list-style-type: none"> ○ Sprint Review Meeting: The contractor will conduct a sprint review meeting at the end of each sprint to demonstrate the completed deliverables to the TEA Product Owner and stakeholders. ○ Transparency and Collaboration: The demonstration will be comprehensive, showcasing the functionality, design, and user experience of the deliverables. The contractor will be available to answer questions and address feedback from TEA stakeholders. <p>5. Defect Remediation:</p> <ul style="list-style-type: none"> ○ Timely Response: Any defects or issues identified during acceptance testing or the sprint review meeting will be promptly addressed and fixed by the Contractor within the agreed upon timeframe. ○ Issue Tracking: Defect remediation progress will be tracked and documented in a mutually agreed-upon issue tracking system, providing TEA with visibility into the resolution process. <p>Additional Agile Practices:</p> <p>1. Daily Stand-ups:</p> <ul style="list-style-type: none"> ○ Regular Communication: The contractor will conduct daily stand-up meetings (15 minutes) to facilitate 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<p>communication within the team, share progress updates, identify blockers, and plan the day's work.</p> <ul style="list-style-type: none"> ○ TEA Participation: The TEA Product Owner or designated representative(s) may attend daily stand-ups to stay informed and provide guidance as needed. <p>2. Sprint Retrospective:</p> <ul style="list-style-type: none"> ○ Continuous Improvement: The contractor and TEA will collaboratively conduct a sprint retrospective meeting at the end of each sprint to review the process, identify areas for improvement, and agree on action items to enhance future sprints. ○ Focus Areas: Retrospectives will focus on team collaboration, communication, process efficiency, technical practices, and lessons learned. ○ Actionable Outcomes: The retrospective will result in concrete action items that the team commits to implementing in the next sprint. <p>3. Agile Metrics and Reporting:</p> <ul style="list-style-type: none"> ○ Transparent Progress Tracking: The contractor will track and report on relevant Agile metrics (e.g., velocity, burn-down charts, cycle time) to measure progress, identify trends, and make data-driven decisions. 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<ul style="list-style-type: none"> ○ Regular Reporting: The contractor will provide TEA with regular reports on Agile metrics, typically at the end of each sprint or as otherwise agreed upon. ○ Collaborative Review: The contractor and TEA will discuss the metrics reports in sprint review meetings, addressing any concerns or areas for improvement. 			
1.27	90-days of analytics report to analyze user behavior and application performance after launch; post-launch bug fixes and user feedback implementation: Address bugs, incorporate user feedback to improve application	<p>The following criteria must be met to the satisfaction of the TEA Contract Manager or designated representatives to consider the deliverable complete and acceptable:</p> <p>Functional Requirements</p> <ol style="list-style-type: none"> 1. 90-Day Analytics Report: <ul style="list-style-type: none"> ○ A comprehensive analytics report is provided after 90 days of the application's launch, analyzing user behavior and application performance. ○ The report includes: <ul style="list-style-type: none"> ▪ Key usage metrics (e.g., user sessions, page views, bounce rates) ▪ User flow and navigation patterns ▪ Performance metrics (e.g., response times, error rates) ▪ Identification of popular features and areas of user engagement 	Continuous improvement through feedback incorporation		

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<ul style="list-style-type: none"> ▪ Analysis of user feedback data ○ Actionable insights and recommendations for improvement are derived from the report. <p>2. Post-Launch Bug Fixes:</p> <ul style="list-style-type: none"> ○ Any bugs or issues identified during the post-launch period (within the 90 days) are promptly addressed and fixed. ○ Bug fixes are prioritized based on severity and impact on user experience. ○ A detailed log of reported bugs, fixes implemented, and verification of fixes is provided. <p>3. User Feedback Implementation:</p> <ul style="list-style-type: none"> ○ User feedback collected through established channels is actively reviewed and analyzed. ○ Prioritized user feedback is incorporated into the application through enhancements, new features, or bug fixes. ○ A report is provided outlining the feedback received, actions taken, and the rationale for any feedback that was not implemented. <p>4. Ongoing Knowledge Transfer:</p> <ul style="list-style-type: none"> ○ Regular knowledge transfer sessions are conducted with TEA personnel to share lessons learned, best practices, and insights gained during the post-launch period. 			

#	Deliverable	Acceptance Criteria	Payment Milestone	Cost	Sprint
		<ul style="list-style-type: none"> ○ Sessions cover technical details, user support experiences, and strategies for continuous improvement. ○ Documentation is updated to reflect any new knowledge or changes made to the application. <p>Acceptance Process</p> <ol style="list-style-type: none"> 1. Review Period for Analytics Report: <ul style="list-style-type: none"> ○ TEA will have 4 business days to review the 90-day analytics report and provide feedback. 2. Bug Fixing and Feedback Implementation: <ul style="list-style-type: none"> ○ The contractor will address identified bugs and implement user feedback according to agreed-upon timelines and priorities. 3. Knowledge Transfer Sessions: <ul style="list-style-type: none"> ○ The contractor will conduct the knowledge transfer sessions as scheduled and ensure that TEA personnel have a clear understanding of the application's current state and future development plans. 4. Final Approval: <ul style="list-style-type: none"> ○ Upon successful completion of bug fixes, user feedback implementation, and knowledge transfer sessions, TEA will provide written approval to confirm acceptance. 			

ATTACHMENT E1: SERVICE LEVEL AGREEMENT

Service Level Agreement (SLA)	Metric	Target	Contract Deduction
Uptime & Performance	Page Load Time (desktop, key sections)	< 4 seconds on average	5 % of the total contract value per month until the uptime target is met for a set period of 3 months. Rework Costs: The contractor bears the cost and time necessary to resolve uptime and performance issues.
Uptime & Performance	Page Load Time (mobile, key sections)	< 3 seconds on average	5 % of the total contract value until the uptime target is met for a set period of 3 months. Rework Costs: The contractor bears the cost and time necessary to resolve uptime and performance issues.
Uptime & Performance	Uptime	99.5% uptime	5 % of the total contract value until the uptime target is met for a set period of 3 months. Rework Costs: The contractor bears the cost and time necessary to resolve uptime and performance issues.
Security & Maintenance	Security Breach Detection	72 hours from breach detection	5% of the total contract value for exceeding the target of breach detection.
Security & Maintenance	Security Containment	Isolate the breach within 8 hours of detection	10% of the total contract value for exceeding the target to contain the breach. The contractor is responsible for all time, costs, and fines related to the containing the breach.
Security & Maintenance	Breach Resolution Time	Resolve the breach within 72 hours and restore normal operations	15% of the total contract value for failing to resolve the breach and restore normal operation The contractor is responsible for all time, costs, and fines related to resolving and restoring services.
Security & Maintenance	Software Updates & Patching (critical)	Within 48 hours	\$500 per day for each critical software update or patch deployment exceeding 48 hours.
Security & Maintenance	Vulnerability Scanning	Monthly scans	.25% of the total contract value for each missed vulnerability scan within the designated timeframe

Service Level Agreement (SLA)	Metric	Target	Contract Deduction
Security & Maintenance	Address Security Vulnerabilities	Highest: remediate within 24 hours of detection High: remediate within 72 hours of detection Medium: remediate within 5 business days of detection Low: remediate within 30 business days of detection	Highest: 1% of the total contract value per day the vulnerability remains unaddressed beyond the target metric High: .75% of the total contract value per day the vulnerability remains unaddressed beyond the target metric Medium: .5% of the total contract value per day the vulnerability remains unaddressed beyond the target metric Low: .25% of the total contract value per day the vulnerability remains unaddressed beyond the target metric
Security & Maintenance	Penetration Testing	Annually	3% of the total contract value per month for failing to conduct a penetration test within the designated timeframe
Business Continuity	Data Loss Incident Response	24 hrs. from incident awareness	\$2500 per hour for any critical data loss incident response exceeding 24 hours All costs and time associated with the retrieval and restoral of the data loss incident.
Availability & Support	Project Manager Availability	Business hours, 1-hour response	First Offense: No penalty Second or Third Offense: 1% of the total contract value for exceeding response timeframes for Project Manager Fifth to Eight Offense: 2% of the total contract value for exceeding response timeframes for Project Manager Ninth Offense and Above: 5% of the total contract value per delayed response, along with a formal meeting to discuss improvement measures.
Knowledge Transfer	Knowledge Transfer for aspects critical to the project success, including system functionality and	Monthly Minor Gaps: can be addressed through existing documentation	No penalty for minor knowledge gaps .25% of the total contract value for each identified moderate knowledge gap

Service Level Agreement (SLA)	Metric	Target	Contract Deduction
	configuration, system operation and maintenance procedures, troubleshooting procedures, integration details with other systems, reporting and data analysis procedures, risk mitigation strategies, contractor support contact information and escalation procedures	Moderate Gaps: subject requires additional training or clarification sessions Major Gaps: significantly impacting project progress	1% of the total contract value for each identified major knowledge gap
Training	Project Team Training to include training on system administration, configuration, and advanced functionalities relevant to each project role.	100% Proficient	1% of the total contract value per untrained team member that has less than 90% proficiency.
Training	Training to include accessible user manuals and video tutorials that cover core functionalities and basic troubleshooting tips.	80% of users trained	.5% of the total contract value per untrained user greater than 80%
Training	Train the trainer sessions conducted in person or virtual to ensure familiarity before releasing to production level environment.	100% Proficient	1% of the total contract value per untrained team member that has less than 90% proficiency.
Contractor Team	Unauthorized Resource Changes	Not Applicable	\$65,000 per unauthorized resource The contractor is responsible for proper knowledge transition and onboarding.

Service Level Agreement (SLA)	Metric	Target	Contract Deduction
Contractor Team	Resources Changes without relevant experience	Not Applicable	\$65,000 per resource without relevant experience as identified in the staffing plan The contractor is responsible for proper knowledge transition, costs, and onboarding.
Support	Technical Support Response Times	Defined levels/timeframes Highest: 1 hour High: 4 hours Medium: 24 business hours	Highest: 2% of the total contract value per hour per delay High: 1% of the total contract value per hour per delay Medium: \$1500 per hour per delay
Defect Remediation (Pre-Production)	Defects identified during development, testing, staging environments.	Defined levels/timelines: Highest: Response Time: Within 2 hrs. of notification Resolution: Within 2 business days of acknowledgment. High: Response Time: Within 4 business hours of notification. Resolution Time: Within 5 business days of acknowledgement. Medium: Response Time: Within 24 business hours of notification. Resolution Time: Within 10 business days of acknowledgement. Low: Response Time: Within 2 business days of notification	Delay in Sprint Delivery: If the defect directly impacts the completion of a sprint deliverable, the contractor shall be responsible for any resulting delays and associated costs, including but not limited to: <ul style="list-style-type: none"> Additional sprint(s) required for remediation, at no additional cost to TEA. Any costs incurred by TEA due to the delay, such as missed deadlines or penalties. Repeated Non-Compliance: For persistent or repeated failure to meet SLA, TEA reserves the right to: <ul style="list-style-type: none"> Withhold sprint payment, proportionate to the severity and impact of unresolved defects. Issue a formal warning with a corrective action plan. Terminate the contract for cause if non-compliance significantly jeopardizes the project's success.

Service Level Agreement (SLA)	Metric	Target	Contract Deduction
		Resolution Time: Within 15 business days of acknowledgement.	
Defect Remediation (Post-Production)	Defects and Issues identified in production.	<p>Defined levels/timelines:</p> <p>Highest: Response Time: Within 1 hour of notification. Resolution Time: Within 24 hours of acknowledgment.</p> <p>High: Response Time: Within 2 business hours of notification. Resolution Time: Within 2 business days of acknowledgment.</p> <p>Medium: Response Time: Within 12 business hours of notification. Resolution Time: Within 5 business days of acknowledgment.</p> <p>Low: Within 2 business days of notification. Response Time: Within 10 business days of acknowledgment.</p>	<p>Highest: 2% of the total contract value if not resolved within the resolution time.</p> <p>High: 1% of the total contract value if not resolved within the resolution time.</p> <p>Medium: \$1500 per day if not resolved within the resolution time.</p> <p>Low: Warning will be issued for repeated delays.</p> <p>Rework Costs: The contractor bears the cost and time of resolving bugs and resolving issues.</p> <p>Terminate the contract if contractor consistently fails to meet the SLA targets or demonstrates a pattern of non-compliance.</p>
User Experience & Functionality	Accessibility Compliance	Minor: Issues that cause slight inconvenience or do not prevent the use of core functionalities for users with	<p>Minor: 1% of the total contract value for no more than 3 minor accessibility issues.</p> <p>Major: 3% of the total contract value for more than 3 minor issues and any major issues creating</p>

Service Level Agreement (SLA)	Metric	Target	Contract Deduction
		<p>disabilities. Examples include:</p> <ul style="list-style-type: none"> • Missing Alt Text on some images • Color contrast issues on non-essential elements. • Keyboard navigation difficulties on secondary pages. <p>Major: Issues that pose significant barriers to accessing or using the product’s core functionalities for users with disabilities. Examples include:</p> <ul style="list-style-type: none"> • Lack of keyboard navigation for essential forms. • Missing transcripts for audio content. • Complex layouts that are difficult to navigate with assistive technologies. <p>Critical: Issues that completely prevent</p>	<p>barriers for the user with disabilities. Critical: 5% of the total contract value for critical accessibility barriers that prevent users with disabilities from accessing or using the product’s core functionalities. Rework costs: The contractor bears the cost of resolving accessibility issues.</p>

Service Level Agreement (SLA)	Metric	Target	Contract Deduction
		<p>users with disabilities from accessing or using the product's core functionalities. Examples include:</p> <ul style="list-style-type: none"> • Lack of alternative text for all images • No captions for video content. • Inaccessible navigation menus. 	
Mobile Responsiveness	Mobile Responsiveness	<p>Application and documentation provide consistent user experience and adapts to different screen sizes across popular smartphones and tablets & browser platforms</p> <p>Minor: Layout inconsistencies or minor visual issues that do not significantly impact usability on specific devices. Examples include:</p> <ul style="list-style-type: none"> • Text slightly overlapping on smaller screens. • Images not perfectly 	<p>Minor: .5% of total contract value for minor layout issues or inconsistencies on specific devices.</p> <p>Major: 1.5% of the total contract value for significant usability problems or functionality limitations on mobile devices.</p> <p>Critical: 3% of the total contract value for the product being unusable or displaying major rendering issues on mobile devices.</p> <p>Rework Costs: The contractor bears the cost of resolving mobile responsiveness issues.</p>

Service Level Agreement (SLA)	Metric	Target	Contract Deduction
		<p>aligned on certain devices.</p> <ul style="list-style-type: none"> Minor differences in font sizes across devices. <p>Major: Significant usability problems or functionality limitations on mobile devices. Examples include:</p> <ul style="list-style-type: none"> Buttons or links too small to tap easily. Essential content hidden or cut off on smaller screens. Forms difficult to fill out on mobile devices. <p>Critical: The product is unusable or displays major rendering issues on mobile devices. Examples include:</p> <ul style="list-style-type: none"> The entire layout is broken on mobile. Key features are completely inaccessible on mobile. The text is too small to read 	

Service Level Agreement (SLA)	Metric	Target	Contract Deduction
		on most mobile devices.	
Search Functionality	Search Accuracy	Precision: No less than 80% of retrieved results are relevant. Recall: No more than 20% of irrelevant results	Minor: .5% of total contract value if precision drops by 5% (e.g., 75% - 80%) or if the recall is greater than 25% Major: 1% of the total contract value if precision drops by 10% (e.g., 65% - 75% or if the recall is greater than 30% Critical: 3% of the total contract value if the precision drops by 20% (e.g., 55% - 65%) or if the recall is greater than 40% Rework costs: The contractor bears the cost of resolving issues with search algorithms to improve accuracy.
Search Functionality	Search time under max user volume with complex search criteria	< 1 second	Minor Increase: .25% of total contract value when search time exceeds 1-2 seconds Major Increase: .5% of total contract value when search time exceeds 3 seconds Critical Increase: 1% of total contract value when search time exceeds 4 seconds Rework costs: The contractor bears the cost of resolving issues related to improving search time.
Search Functionality	Inline search	.5 seconds under system load and using complex searches Search functionality suggests accurate and appropriate number of results as the user types (autocomplete). Displays snippets of relevant content from search	.5% of the total contract value when inline search functionality is unavailable or not working as specified.

Service Level Agreement (SLA)	Metric	Target	Contract Deduction
		results. Highlights search terms within the displayed content.	
Reporting & Communications	Weekly Status Reports	Delivered by Friday at 12:00 pm or the previous business day where a holiday falls on a Friday.	Late Delivery: .1% of the total contract value for each day a report is late. Incomplete Reports: .25% of the total contract value for reports missing information.
Reporting & Communications	Risk Management & Performance	Weekly risk identification, agency agreement on risk mitigation plans and timelines, and approval for risk contingency plans and triggers for implementing contingency plans.	\$2500 for each instance of non-compliance with risk identification, risk mitigation, and risk contingency plans.
Reporting & Communications	Change Management	Impact Assessment: completed within 5 business days of the submitted change request Approvals: Obtain documented agency approval for the change request prior to beginning work on the change request. Using the standard change process (not through email or chat).	\$2500 for each instance where an impact assessment for the change was not completed, documented, and reviewed with the project team. \$10,000 for each instance where a change is implemented without proper agency approval.
Reporting & Communications	Transparency & Communication	Defined channels, response time expectations 2 business hours for urgent issues	Missed Deadlines: .25% of the total contract value for each missed deadline or each missed due date. Unresponsive Communication: .1% of the total contract value for

Service Level Agreement (SLA)	Metric	Target	Contract Deduction
		Within 24 hours for non-urgent inquiries	repeated instances of unresponsive communication on non-critical issues.
Development Metrics	Code Quality	Minimum 90% (linting, code coverage, automated testing tools)	Minor decrease in quality (e.g., 80%-89%) at any given time, 1% of the total contract value, until the code quality returns to acceptable measure Significant decrease in quality (e.g., below 80%), 3% of the total contract value at any given time until the code quality returns to an acceptable measure Rework Costs: The contractor bears the cost and time necessary to address needs related to code refactoring or optimization efforts to improve quality.
Development Metrics	Code Reviews & Best Practices	All changes reviewed prior to merging into the code base, best practices, Application Coding Standards document	Unreviewed changes: .5% of the total contract value for merging code changes without proper review. Non-Compliance with Best Practices and Application Coding Standards: .25% of total contract value for code that deviates from established best practices.
Defect Density	Maximum defects per page/site/module	1	\$1500 per identified defect beyond the target.
Development Timelines	Sprint commitment and adherence to project milestones	Per day of delay	Daily Delay: .1% of the total contract value per day of delay beyond the agreed-upon sprint timeline. Missed Sprint Ceremonies, Scrum Practices, and Project Related Milestones: .5% of the total contract value for missing sprint ceremony, not adhering to scrum practice, and project related milestones (such as release dates, technical documentation, training dates).
Deployment Process	Deployment Frequency	Minimum of weekly deployments to	First Missed Deployment: Warning Second Missed Deployment: .5% of the total contract value

Service Level Agreement (SLA)	Metric	Target	Contract Deduction
		test for two-week sprints Minimum of bi-weekly deployments to test for four-week sprints	Subsequent Missed Deployments: 1% of the total contract value per missed deployment.
Deployment Process	Rollback Timeframe	2 hours	First Exceeded Rollback Timeframe: 1% of the total contract value Subsequent Exceeded Rollback Timeframe: 2% of the total contract value per occurrence
Deployment Process	Code/Change Freeze Window Before Deployment	24 hours	First violation of code/change freeze: Warning Subsequent violations of the code/change freeze window: .75% of the total contract per violation
Release Management	Release Notes	95% of release notes cover all essential information Average user reading time is less than 5 minutes 80% of the release notes provide clear instructions for users on how to leverage new features or workaround resolved issues User satisfaction shows no less than 80% regarding the clarity and usefulness of release notes.	Missing Information: .25 of the total contract value for each release with incomplete release notes. Unclear Instructions: .1% of the total contract value for each release with unclear instructions in the release notes. User Satisfaction: .1% of the total contract value for each release with a user satisfaction rating of 79% or lower on the clarity and usefulness of the release notes.
Known Issues	Known Issues	Accuracy: 98% of reported issues are accurately reflected in the known issues	Inaccurate Reporting: .5% of the total contract value for each instance of inaccurate information in the known issues report Delayed Updates: \$250 per day for each day a newly discovered issue

Service Level Agreement (SLA)	Metric	Target	Contract Deduction
		report with relevant details. Timeliness: New issues are added to the report within 24 hours of discovery.	remains unreported beyond the 24-hour timeframe
API Performance	API Response Time	< 2 seconds	.25% of the total contract value per day that the average response time in a production level environment exceeds 2 seconds, but less than 3 seconds .5% of the total contract value per day that the average response time in a production level environment exceeds 3 seconds
API Performance	API Uptime	99.9%	1% of the total contract value per hour of downtime where the API uptime falls below 99.9% but above 99.5% 2% of the total contract value per hour of downtime where the uptime falls below 99.5%
Third-Party Integrations	Response Times	4 Hours	.5 % of the total contract cost per incident where the response time exceeds 4 hours but is resolved within 24 hours. 1% of the total contract value per incident where the response time exceeds 24 hours
Third-Party Integrations	Resolution Time	Resolved within 24 hours of notification	1% of the total contract value per incident where the resolution exceeds 24 hours and is resolved within 72 hours 2% of the total contract value per incident where the resolution time exceeds 72 hours
Third-Party Integrations	Number of unapproved third-party integrations	0	Minor integration: (low risk, easily removable) <ul style="list-style-type: none"> First offense: warning with opportunity to rectify Subsequent offenses: .1% of the total contract value per day the unapproved

Service Level Agreement (SLA)	Metric	Target	Contract Deduction
			<p>integration remains active.</p> <p>Moderate integration (requires contractor intervention)</p> <ul style="list-style-type: none"> First Offense: .5% of the total contract value Subsequent Offenses: 1% of the total contract value per day the unapproved integration remains active. <p>Major integration (high risk, potential security breach)</p> <ul style="list-style-type: none"> Immediate suspension of service and investigation <p>Potential termination of the contract with associated costs</p>
Software Documentation	Delivery Timeliness for User manuals and technical specifications	Delivered two weeks prior to releasing functionality to a production level environment	<p>.25% of the total contract value where the documentation is delivered late by less than one week</p> <p>.5% of the total contract value per day where the documentation is delivered late by more than one week</p>
Software Documentation	Document Accuracy	95% accuracy based on internal agency review process	<p>At contractor's cost: documented issues identified during internal review where errors exceed 5% and below 10%</p> <p>.75% of the total contract value per additional percentage point above 10% (e.g., 1.5% for 15% identified issues).</p>
Business Continuity	Recovery Time Objective (RTO)	Restore critical business functions within 4 hours of a disruption	<p>.75% of the total contract value per hour of delay beyond RTO</p> <p>1.5% of the total contract value per hour of delay beyond RTO</p>
Business Continuity	Recovery Point Objective (RPO)	RPO = Maximum loss of 1 hour of data	0%-25% warning with an opportunity to improve

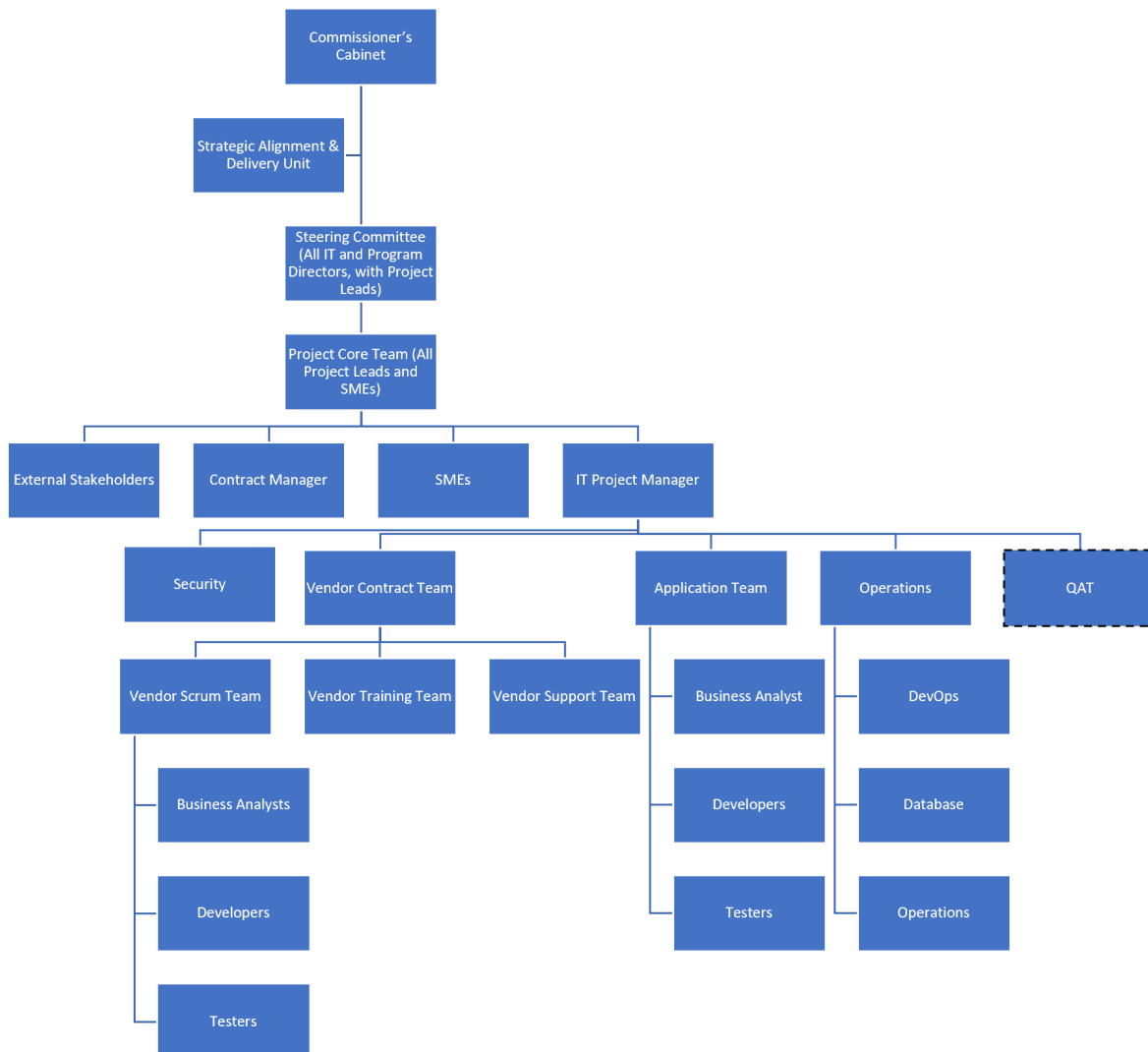
Service Level Agreement (SLA)	Metric	Target	Contract Deduction
			1% of the total contract value for 25%-50% of data loss beyond the RPO 2% of the total contract value for 50% or more data loss beyond RPO per hour of lost data
Data Backups	Backup Frequency	Daily backups	.5% of the total contract value for every day a backup is missed
Data Backups	Backup Retention Period	30 days	.25% of the total contract value per day below the target period
Disaster Recovery	Disaster Recovery Testing Frequency	Yearly	.75% of the total contract value
Disaster Recovery	Recovery Time Objective (RTO) Achieved During Test	RTO = 4 hours	.75% of the total contract value per hour of delay beyond RTO 1.5% of the total contract value per hour of delay beyond RTO
Logging and Monitoring	Log Retention Period	90 days	.25% of the total contract value per day below the target period
Logging and Monitoring	Alert Notification Timeframe for Critical Events	Notify relevant personnel within 30 minutes of a critical event	Failure to notify within 30 minutes and notified within the hour: Warning with opportunity to improve .5% of the total contract value per incident of failing to notify within 1 hour of a critical event
User Satisfaction	Usability Testing	User satisfaction score (85%)	1% of the total contract value for customer satisfaction score between 84% and 80% 2% of the total contract value for customer satisfaction between 79% and 70% 3% of the total contract value for every percentage point \geq 69% (e.g., 3% for 69% customer satisfaction score; 6% for 68% customer satisfaction score; 9% for 67% customer satisfaction score, and so on), with a cap at 20%

Repeated Non-Compliance: In the event of repeated or persistent failure to meet SLA targets, TEA reserves the right to:

- Impose additional financial penalties beyond the standard deductions.

- Require the contractor to submit a Corrective Action Plan (CAP) detailing steps to prevent future breaches.
- Terminate the contract for cause if the contractor's non-compliance significantly jeopardizes the project's success.

ATTACHMENT E2: PROJECT ORGANIZATIONAL CHART



ATTACHMENT E3: CHANGE AND RISK MANAGEMENT PROCESSES, AND KNOWLEDGE TRANSFER

Change Management

The process for handling various types of project changes. The goal is to ensure transparency, minimize disruption, and maintain project control.

1. **Change Request Submission:** The contractor submits a formal change request detailing the proposed change, its rationale, impact assessment, and proposed implementation plan.
2. **Change Request Review:** The TEA project team reviews the change request, assessing its impact on project scope, timeline, budget, and resources.
3. **Approval:**
 - a. **Minor Changes:** Minor changes with minimal impact may be approved by the TEA project manager.
 - b. **Major Changes:** Major changes with significant impact will be reviewed and approved by the Change Control Board (CCB), which includes representatives from both TEA and the contractor.
 - c. **Critical Changes:** Critical changes affecting project scope, budget, or timeline may require additional approval from the Steering Committee or IT Governance.
4. **Change Implementation:** Upon approval, the contractor implements the change according to the agreed-upon plan.
5. **Change Verification:** The TEA project team verifies the successful implementation of the change and its adherence to the approved requirements.
6. **Change Closure:** The change request is formally closed, and documentation is updated to reflect the change.

Types of Changes and Approval Processes:

Budget Changes

1. Use a **Request for Budget Revision (RBR)** form to propose any changes to the project budget. This aligns with our formal agency process and facilitates tracking and approval.

Contractual Changes

1. For changes affecting terms, scope, schedule, or budget outlined in the contract, a formal **Contract Amendment** is required. This adheres to our agency's established procedures.

Infrastructure Changes

1. All application infrastructure modifications are managed through the **Infrastructure Change Control Board (ICCB)** according to formal IT procedures.

Technology Changes

1. All technology and changes to existing technology require formal review by TEA's **Technology Review Committee (TRC)**.

IT Governance

1. All significant project requests or new requests for IT resources, technology shifts, security metrics, security recommendations, security plans, high impact risks to IT or Agency stakeholders, new initiatives, software or hardware procurement requests, service level agreement reviews, and application team metrics must be reviewed and approved by **IT Governance (ITG)**.

Project Schedule, Scope Changes, Release Scope Changes, Requirements Changes, Resource Changes, Sprint Scope Changes

1. Submit all proposed changes to the project manager **in writing**.
2. The project team will then review the change request in the project team's **Change Control Board (CCB)** and **assess its impact** on project scope, resources, schedule, and risks.
3. Depending on the significance of the change, it may be further reviewed **by the Steering Committee**.
4. A **final decision** will be made, documented, and communicated to stakeholders.

Issue Management Process

The information below outlines the process for managing project issues, ensuring timely identification, resolution, and minimal disruption to project goals. It incorporates both established IT practices.

1. **Issue Identification and Reporting:** Any team member (TEA or contractor) can report an issue through the designated issue tracking tool. The report should include a clear description, potential impact, and relevant details.
2. **Issue Triage:** The project manager assesses the issue's severity and urgency, assigning it a priority level (Highest, High, Medium, Low, Lowest).
3. **Issue Assignment and Resolution:**

- a. **Highest/High Priority:** The project manager assigns the issue to the appropriate team member for immediate investigation and resolution. Regular updates are provided to TEA.
 - b. **Medium/Low Priority:** The issue is added to the backlog and addressed according to its priority and the team's capacity.
4. **Issue Tracking and Communication:** All issue details, status updates, and resolution steps are documented in the issue tracking tool. Regular communication is maintained with TEA regarding the progress of issue resolution.
5. **Issue Closure:** An issue is closed when the root cause is addressed, the solution is implemented and verified, and the issue no longer poses a risk to the project.

Resources:

- **Project Team:** All project team members are responsible for identifying and reporting potential issues.
- **Project Manager:** Leads the issue management process, assigns resources, and tracks progress towards resolution.
- **Issue Tracking Tool:** A centralized platform must be used to report, track, and manage issues.

Methods and Tools:

- **Issue Reporting:**
 - Team members can report issues verbally during meetings, through emails, or directly in the issue tracking tool.
 - The report should clearly describe the issue, its potential impact, and any relevant details (screenshots, error messages).
- **Issue Analysis:**
 - The project manager, along with relevant team members, will analyze each reported issue. This involves:
 - Identifying the root cause of the problem.
 - Assessing the severity and potential impact on project schedule, budget, scope, or quality.
 - Estimating the effort required for resolution.
- **Issue Prioritization:**
 - A prioritization matrix will be used to categorize issues based on severity (impact) and urgency (time sensitivity). This helps allocate resources and address critical issues first.
- **Issue Resolution:**
 - The project manager assigns ownership for each issue and establishes a clear resolution plan with deadlines.
 - The resolution plan may involve:
 - Troubleshooting and implementing corrective actions.
 - Seeking assistance from subject matter experts.

- Escalating to stakeholders or external contractors if necessary.

Tracking and Closure:

- **Issue Tracking Tool:** All reported issues, their status (new, assigned, in progress, resolved), resolution steps, and communication logs will be documented in Jira. This ensures transparency and facilitates progress monitoring.
- **Closure Criteria:**
 - An issue is considered closed when:
 - The root cause has been addressed, and a solution has been implemented.
 - The issue no longer poses a threat to project goals.
 - The resolution is verified and documented.
 - The project manager confirms closure and updates the issue status in the tracking tool.

Risk Management Process

The project team will identify risks by carefully reviewing project uncertainties, external dependencies that could lead to potential failure or delay of project and use techniques including analyzing assumptions, and brainstorming.

1. **Risk Identification:** The project team (TEA and contractor) collaboratively identifies potential risks through brainstorming, risk assessment workshops, and review of project documentation.
2. **Risk Analysis:** Each identified risk is analyzed to determine its probability of occurrence and potential impact on the project. Risks are categorized as Acceptable, Undesirable, or Unacceptable based on their exposure score.
3. **Risk Mitigation Planning:** For Undesirable and Unacceptable risks, mitigation plans are developed, outlining specific actions to reduce the probability or impact of the risk.
4. **Risk Monitoring and Review:** Risks are regularly monitored and reviewed throughout the project lifecycle. The risk register is updated with any changes in risk status or mitigation plans.
5. **Risk Reporting:** The project manager provides regular risk reports to the TEA project team and stakeholders, highlighting key risks, mitigation strategies, and overall risk exposure.
6. **Risk Escalation:** Unacceptable risks or risks that exceed defined thresholds are escalated to the Steering Committee or IT Governance for further review and decision-making.

Risk Analysis

Risk Analysis Description	<p>The Contractor project manager will work with team to</p> <ul style="list-style-type: none">• Determine the probability of the risk occurring, impact of the risk occurring and identify unacceptable and undesirable risks that need treatment.• Measure and score for each Risk:<ul style="list-style-type: none">○ Probability (Likely = 1, Occasionally = .75, Seldom = .50, Unlikely = .25) - Probability that this risk will manifest○ Impact (Extensive/Widespread = 10, Significant/Large = 8, Moderate/Limited = 6, Minor/Localized = 2) - The magnitude of impact should the risk happen.• Calculate Exposure by multiplying Probability and Impact to create a score between 1 and 10.												
Scales Description	Risk exposure score, Risk priority, Risk exposure												
Risk Threshold Values Description	<table><tr><th>Exposure Score</th><th>Risk Priority</th><th>Risk Exposure</th></tr><tr><td>8-10</td><td>High</td><td>Unacceptable</td></tr><tr><td>4-7</td><td>Medium</td><td>Undesirable</td></tr><tr><td><3</td><td>Low</td><td>Allowable</td></tr></table>	Exposure Score	Risk Priority	Risk Exposure	8-10	High	Unacceptable	4-7	Medium	Undesirable	<3	Low	Allowable
Exposure Score	Risk Priority	Risk Exposure											
8-10	High	Unacceptable											
4-7	Medium	Undesirable											
<3	Low	Allowable											

Risk Response Strategies

The project risks identified will be assessed and prioritized by completing an analysis of each Risk. Based on the analysis the following mitigation steps will be taken:

- Avoid risk - Change project plans (scope, schedule, quality, costs, objectives) to prevent the risk.
- Control risk - Reduce impact and/or likelihood of the risk by taking some defined steps or actions.
- Accept risk - Accept the likelihood and/or impact and take no additional actions.
- Transfer risk - Outsource all or part of management of the risk to third parties.

Risk Monitoring and Control

Risk Tracking

Technology related project risks are tracked using the IT JIRA Risk register to monitor the status of the implemented treatments and to ensure their permanent effectiveness. The process will include the following steps:

- Track and test treatment options tested for undesirable and unacceptable risks
- Frequently deciding if original or residual risks should continue to be accepted
- Adjustments to scope, schedule, or budget as needed and approved
- Continuous monitoring for additional risks

Risk Reporting

The overall status of risk management is communicated to all relevant stakeholders at least every month and more frequently, as needed.

- All risks with an exposure of Unacceptable or Undesirable need to be reviewed by the Steering Committee.
- All technology risks with Unacceptable risk exposure must be reviewed by ITG.

Escalation Management

Purpose: To provide a structured approach for resolving project issues promptly and effectively, minimizing disruptions and ensuring timely communication between the Texas Education Agency (TEA) and the Contractor.

Level 1: Initial Communication and Resolution

- **Timeline:** Within one (1) business day of issue identification.
- **Action:** The TEA or Contractor representative who identifies an issue communicates it directly to their designated Point of Contact (POC) on the other team.
- **Resolution Goal:** The POCs collaborate to understand the issue, explore potential solutions, and aim to resolve the issue within the initial timeline.
- **Documentation:** Both POCs document the issue, discussions, and any agreed-upon resolutions in the project's issue tracking system.

Level 2: Project Manager Escalation

- **Escalation Trigger:** If the issue is not resolved within one (1) business day at Level 1, or if the issue's severity warrants immediate escalation.
- **Timeline:** Within two (2) business days of escalation.
- **Action:** The POC escalates the issue to their respective Project Manager (PM). The PMs from both teams convene a joint meeting, involving the relevant POCs.
- **Resolution Goal:** The PMs facilitate a focused discussion to analyze the issue, explore additional solutions, and aim to reach a resolution within the escalated timeline.

- **Documentation:** Detailed meeting minutes, including the agreed-upon resolution and any action items, are recorded in the issue tracking system.

Level 3: Executive Escalation

- **Escalation Trigger:** If the issue remains unresolved within two (2) business days at Level 2, or if the issue significantly impacts project deliverables or timelines.
- **Timeline:** Within three (3) business days of escalation.
- **Action:** Either PM can escalate the issue to their respective executive management (TEA contract management or Contractor leadership). An executive-level meeting is convened, including the PMs and relevant POCs.
- **Resolution Goal:** Executive management provides guidance and facilitates a resolution within the escalated timeline, considering the broader project context and potential impacts.
- **Documentation:** Formal meeting minutes, outlining the final resolution and any resulting actions, are distributed to all project stakeholders.

General Guidelines

- **Timelines:** The timelines specified for each level are business days and begin upon the initial reporting or escalation of the issue.
- **Communication:** Throughout the escalation process, both parties will maintain open and transparent communication, providing timely updates and adhering to agreed-upon timelines.
- **Good Faith Effort:** Both TEA and the Contractor will make a good faith effort to resolve issues at the lowest possible level before escalating.
- **Confidentiality:** All discussions and documentation related to escalated issues will be treated as confidential, shared only with relevant personnel involved in the resolution process.

Knowledge Transfer

Knowledge Transfer Plan

1. At the beginning of the project, the contractor will create a detailed Knowledge Transfer Plan outlining the scope, objectives, timeline, and specific topics to be covered. This plan will be reviewed and approved by TEA.

Knowledge Transfer Sessions

1. Regular knowledge transfer sessions will be conducted throughout the project lifecycle, with a minimum frequency of:
 - a. **Weekly:** During active development phases.

- b. **Bi-weekly:** During testing and deployment phases.
- c. **Monthly:** During post-launch and maintenance phases.
- d. The format of these sessions can include presentations, demonstrations, hands-on exercises, Q&A sessions, and code walkthroughs.

Documentation

1. The Contractor will maintain comprehensive documentation, including:
 - a. **Technical Documentation:** Detailed architecture diagrams, API specifications, code documentation, deployment instructions, and troubleshooting guides.
 - b. **User Documentation:** User manuals, training materials, FAQs, and how-to guides.
 - c. **Process Documentation:** Standard operating procedures (SOPs) for system maintenance, updates, and incident response.

Knowledge Transfer Checklist

1. A checklist will be used to track the completion of knowledge transfer activities and ensure all critical knowledge areas are covered.

Assessment and Sign-off:

1. At the end of each knowledge transfer session, TEA personnel will assess their understanding of the transferred knowledge. A formal sign-off process will be established to confirm successful knowledge transfer for each topic or module.

ATTACHMENT F: DELIVERABLE DESCRIPTIONS AND GENERAL ACCEPTANCE CRITERIA

NOT REQUIRED FOR THIS SOLICITATION, INCLUDED AS A PLACEHOLDER FOR CONTINUITY PURPOSES ONLY

ATTACHMENT G: CONFLICT OF INTEREST ANALYSIS FORM

RFO 701-25-009, Instructional Materials Internet Website

The Texas Education Agency (TEA) will not accept information provided in other areas of the response in lieu of full completion of this form. TEA recommends this completed form and responsive attachments be incorporated into a separate and distinct section of the response. Failure to furnish this information will result in disqualification from further consideration. Attach additional pages if more space is needed to complete the form.

It is the policy of the State of Texas and TEA that a state officer or employee may not have a direct or indirect interest, including financial and other interest, or engage in a business transaction or professional activity, or incur an obligation of any nature that conflicts with the proper discharge of the officer or employee's duties in the public interest (Texas Gov't Code §572.001(a)). TEA is committed to vetting any conflict of interest or the appearance of any conflict of interest that may arise in the procurement process. TEA will use information in this document to review conflicts of interest or potential conflicts of interest for this procurement.

SECTION A: CONTRACTOR INFORMATION

1. List the members (names and titles) of the contractor's board of directors, advisory council, or governing board. (If the contractor does not have a board of directors, advisory council, or governing board, then enter N/A.)

Name	Title

2. List the contractor's executive or senior leadership (names and titles). (If the contractor is a sole proprietor or does not have executive or senior leadership, then enter N/A.)

Name	Title

- Complete the table below for any individual not already listed in 1. or 2. above who owns more than \$25,000 of the fair market value of the contractor's business entity, or holds shares, stocks, or other direct/indirect participation in more than 10% of profits, proceeds, or capital gains. (If not applicable, then enter N/A.)

Name	Title	Description of Business Interest

- Attach the contractor's organizational chart.
- Attach resumes of all project leadership and proposed staff providing services as part of this response.
- Complete the table below for current or former TEA officials or employees who are or have been employed by the contractor. (If the contractor has never employed a current or former TEA official or employee, then enter N/A.)

Name	Employment Dates with TEA	Job Title/Function with TEA	Employment Dates with respondent	Job Title/Function with respondent

SECTION B: SUBCONTRACTOR AND SUPPLIER INFORMATION

- Complete the table below for ALL proposed subcontractors and suppliers included in this response. (If the contractor will not subcontract any part of the proposed services or goods, then enter N/A and skip to Section C.)

Name	Address	Telephone Number

- Attach organizational charts for all proposed subcontractors and suppliers in this response.

3. Attach resumes of all proposed subcontractor and supplier staff providing services or goods as part of this response.
4. Complete the table below for current or former TEA officials or employees who are or have been employed by proposed subcontractors or suppliers. (If the proposed subcontractors or suppliers have never employed a current or former TEA official or employee, then enter N/A.)

Name	Employment Dates with TEA	Job Title/Function with TEA	Employment Dates with subcontractor or supplier	Job Title/Function with subcontractor or supplier

SECTION C: GIFTS, DONATIONS, FAVORS, SERVICES, OR BENEFITS

1. Please list below any gift or donation the contractor, a proposed subcontractor, or a proposed supplier has offered to a TEA official or employee during the two calendar years before submitting a response to this solicitation. You are required to state the date the gift or donation was offered, provide a description of the gift or donation, and provide the monetary value. Indicate whether the value is an estimated or actual value. List the individual at TEA you corresponded with regarding the gift or donation. (If the contractor, proposed subcontractors, or proposed suppliers did not offer gifts or donations, then enter N/A.)

Date of Gift or Donation	Description of Gift or Donation	Monetary Value (actual or estimated)	Agency Contact

2. Has the contractor or any proposed subcontractor or supplier requested a meeting with TEA senior officials in the past calendar year? (Senior official is defined as Commissioner, Deputy Commissioner, Associate Commissioner, and Executive Director.) If yes, list the date of meeting, the purpose of the meeting, and TEA senior official who attended. (If no meetings were requested, then enter N/A.)

Date of Meeting	Description	TEA Senior Official

Please attach the following items here:

1. Contractor's organizational chart.
2. Resumes of all project leadership and proposed staff providing services as part of this response.
3. Resumes of all proposed subcontractor and supplier staff providing services and/or products as part of this response.

Name and Title of Authorized Representative Completing Form:

Organization Name:

ATTACHMENT H: INFORMATION SECURITY REVIEW

RFO 701-25-009, Instructional Materials Internet Website

Contractors must include this completed form with their response. Providing sufficiently detailed responses and confirmation to the following questions will allow TEA to accurately assess and mitigate risk to TEA data.

Question Number:	Question	Contractors Response to Question
1.	How will the contractor ensure that TEA Confidential Information will be encrypted at rest and in motion?	
2.	Will the contractor process all TEA Confidential Information solely within the contiguous United States? If you answered 'No' to this question, please explain.	
3.	How will the contractor ensure that access to TEA Confidential Information will be limited to employees, and subcontractors who have passed reasonable security clearance checks?	
4.	What physical security and access controls does the contractor implement at its facilities (including any data centers) that house TEA Confidential Information?	
5.	Which authentication methods are leveraged on systems that will house TEA Confidential Information? (i.e., Multi-Factor Authentication (MFA), Privileged Access Management (PAM), and/or 14-character minimum passphrases)	
6.	Is Endpoint Detection and Response (EDR) technology enabled on systems that will store, process, or transmit TEA Confidential Information? If not, please provide explanation of protection of the data on the systems from malware.	
7.	What is the contractor's established vulnerability and patch management program?	
8.	Describe how backups of data are stored and maintained. Are the backups stored on a separate network from production?	
9.	Which Cybersecurity Framework is the contractor's Cybersecurity program based on?	
10.	Is cybersecurity awareness training taken annually by employees and subcontractor employees that will have access to TEA Confidential Information? Is the training certified by Texas Department of Information Resources ? If not, please provide details about the cybersecurity awareness training program including cadence and source.	

11.	Provide evidence of any third-party cybersecurity certifications such as ISO27001 or SOC2 reports, and any gap year assessments or change of scope documentation.	
12.	Provide the executive summary of the most recent Penetration Test or Risk Assessment of the customer facing application(s).	
13.	What changes will be made in the next 18 months that may impact the security of data stored in this environment?	
14.	Provide your data sanitization and destruction policy.	

ATTACHMENT I: DATA CENTER SERVICES (DCS) INFRASTRUCTURE REQUIREMENTS

The Texas Legislature, by action of House Bill 1516, 79th Legislature (Regular Session), established the foundation of a shared technology infrastructure and directed DIR to coordinate a statewide program to consolidate infrastructure services. Section 2063 requires state agencies included in the Data Center Services (DCS) program to use such services, unless otherwise approved by the DIR Executive Director through a Data Center Services Exemption.

DIR currently has executed multi-contractor contracts to provide data center consolidation and operations for 27 designated state agencies required to participate by Statute.

The DCS program provides all server management functions including system administration, operating system management and patching, base security services, dedicated local area network connectivity, storage services, backup services and disaster recovery services.

All hosted solutions offered in response to this SOW (including custom developed application, COTS, and Portal or Website managed content) must include an offer to host the application or solution in a State Consolidated Data Center operating on DCS infrastructure.

Contractors should comprehensively list their infrastructure requirements for DCS infrastructure within a State Data Center for financial review by TEA. TEA will use the cost estimating tools available within the program to estimate the cost to host the solution within the DCS program.

As an alternative, DIR has determined that the use of Software as a Service (SaaS) as a managed service is consistent with the state strategic plan and DCS framework; however, if an agency is required to seek the exemption from DIR to use a SaaS solution outside DCS, the contractor is required to provide available information to assist TEA. The solution must clearly meet the NIST standard definition of SaaS as interpreted by DIR. (*NIST Definition of Cloud Computing SP 800-145*) Note: All exemptions are temporary and will be periodically re-evaluated to determine if DCS Program services can be used.

More details about the DCS Contractor Contracts, MSAs and SOWs may be found at:

<https://dir.texas.gov/View-Contracts-And-Services/Pages/Content.aspx?id=45>

Alternatively, copies of the DCS Master Services Agreements can be obtained by contacting DIR's Public Information Office at PIO@dir.texas.gov.

A. Agencies Seeking SaaS

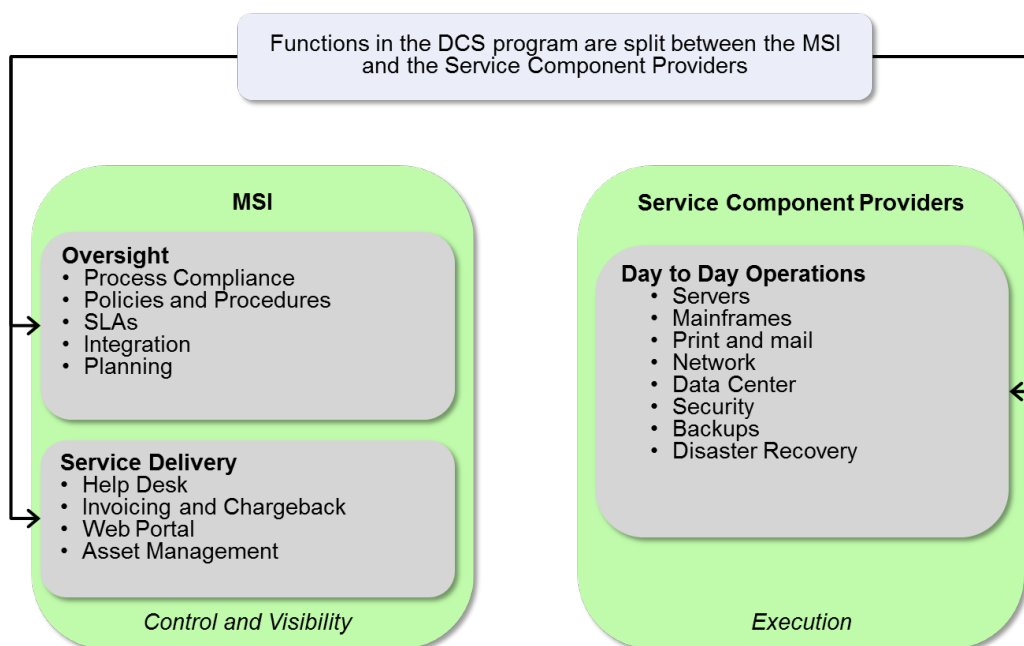
Contractors are encouraged to provide offers for a SaaS solution, and if not, for a hosted solution. If your offer is for a hosted solution, it will need to be hosted in the State of Texas Consolidated Data Center (locations in Austin or San Angelo) within the fully managed services program. This program provides all server management functions including system administration, operating system management and patching, base security services, dedicated local area network connectivity, storage services, backup services and disaster recovery services.

B. DCS Background Information

Collectively, the DCS contracts provide participating Customers mainframe and server operations, including hybrid public cloud services, disaster recovery, and bulk print and mail services in Customer data centers and two commercial-grade data center facilities: one located in San Angelo, Texas, and one located in Austin, Texas, with a goal to migrate all possible services to the two consolidated facilities.

C. DCS Service Provider Roles

There are two different service provider roles: multi-sourcing service integrator (MSI) and service component provider (SCP). Below is a high-level picture of how roles and responsibilities are divided within DCS.



D. Infrastructure

The awarded contractor is required to work closely with DCS Service Providers to establish the infrastructure for their hosted solution. Generally, all activities that require privileged access (i.e., root access) are performed by the SCP, unless otherwise delegated to the awarded contractor by the SCP through the DCS Change Management process.

The following is a high-level service description of fully managed services provided by DCS Service Providers through the DCS program. All server environments (private community cloud as well as public government cloud) including, but not limited to, production, test, and development are included and receive these services:

1. Server hardware on standardized Intel, AIX, Solaris shared and dedicated platforms.
2. Server hardware and operating system installation, support, and maintenance,
3. Server software installation, upgrades, support, and maintenance for infrastructure, middleware, application utility, and database software,
4. System administration for all in-scope server software,
5. Server administration administered remotely from central location,
6. Computer operations and monitoring,
7. Production control (batch scheduling, job scheduling),
8. Storage management (disk, tape),
9. Disaster recovery backups and offsite tape storage,
10. Physical database administration,
11. Data center print services (printer operations; report staging for distribution; ordering paper, special forms, etc.; inserts; and bulk print mailings),
12. Facility and environmental support within the State data centers,
13. Capacity planning,
14. Disaster recovery planning and testing for all data center services,
15. Business continuity planning (service provider processes),
16. Support Center (for in-scope data center services) using the MSI Service Now incident, problem tracking and resolution application,
17. Hardware/software procurement for in-scope services,
18. Support and maintenance for the LAN environment within the data center facility,
19. Standard security controls managed at the enterprise,
20. Vulnerability/threat/virus support,
21. Security software installation and maintenance,
22. Physical security within the State data centers,
23. Process management,
24. Incident management, problem management, change management, configuration management, release management, and

- 25. Standard infrastructure DCS Service Level Agreements.
- 26. Enterprise ADFS and Domain Controller Privileged ID services.
- 27. Hardware and Software Currency Standards and Refresh.
- 28. Enterprise technology standards and roadmap.

E. DCS Service Level Agreements

The TEA infrastructure will be subject to the standard infrastructure DCS Service Level Agreements (SLAs), which are described in the DCS Master Services Agreements, Exhibit 3. The goal of the DCS SLAs is quality performance from the DCS Service Providers through incentives for consistent quality behaviors that meet the State's expectations. The DCS SLAs are constructed to incent the DCS Service Providers to perform and allow the parties to modify the DCS SLAs without a contract change.

There are critical service levels (tied to financial credits for the State for performance failures) and additional key measurements. Key measurements can be promoted to critical service levels, allowing flexibility to focus attention on a particular area.

In addition, the DCS Master Services Agreements embrace the concept of continuous improvement. Each year, the Expected Value of the DCS SLA automatically increases in accordance with the methodology described in Exhibit 3 of the DCS Master Services Agreements.

F. DCS Disaster Recovery Overview

The DCS approach to restoration uses a dual-site solution, where each data center uses the other as a backup in case of a disaster. Each data center maintains the ability to restore critical data and applications from its sister site. Both data centers have bandwidth capacity to support restoration while maintaining current operations. The dual-site solution can also be expanded to the Public Government Clouds offered in a hybrid model for additional backup sites to support recovery.

Applications covered by the DCS infrastructure are prioritized into one of several recovery time objective (RTO) classifications—Class P, Class 1, Class 2A, Class 2B, Class 3, Class 4, Class 5, Class 6, or Class 7—based on criticality to business operations and other considerations. The RTO is the time in which systems, applications, or functions must be recovered after a disaster is declared and helps determine the recovery strategy.

The DCS Service Providers are required to conduct periodic simulation or tabletop exercises, according to the Disaster Recovery (DR) Class, to test the effectiveness of the disaster recovery response. Lessons learned from these exercises are incorporated into the disaster recovery planning. The DCS Master Services Agreements, exhibit 16 and Exhibit 2.1, describe IT service continuity management and disaster recovery requirements, including the RTO classifications and eligibility for DR exercises. The DCS Master Services Agreements, Attachment 4-E describes the available tiers of Servers, tiers of storage, and the Recovery Point Objectives (RPO).

The awarded contractor will be required to work closely with DCS Service Providers to develop and update disaster recovery plans, periodically complete DR exercises, and restore services in the event of a declared disaster.

G. DCS Hardware and Software Acquisition

As a participating entity in the DCS program, TEA is required to acquire all in-scope infrastructure hardware and software through the DCS program. The awarded contractor is required to participate in the procurement process, including submitting the request for service into the DCS Service Now Tool, participating in the requirements gathering sessions, and validating the acquisition Responses received. As much as technically possible, the DCS program uses virtualized server instances on standard hardware configurations. Proper long-range planning is required in order to ensure that hardware and software is received to meet project schedules.

H. DCS Intel Based Configurations

Virtualized Intel based server instances in the ADC and SDC are VCE Vblock construction for both Windows and Linux O/S platforms.

- Vblock consists of EMC storage coupled with VMware virtualization and Cisco Network and Compute equipment. Additionally, Vblock incorporates EMC's Unified Infrastructure Manager (UIM) which enables automation and single point of management for most of the infrastructure components.
- VMware vSphere, virtualization platform private cloud infrastructure.
- Virtualized AIX based server instances in the ADC and SDC are IBM Flex Systems with an associated IBM System Storage SAN.
- Virtualized Solaris based server instances in the ADC and SDC are Oracle T5-4 chassis with storage on the EMC SAN.

I. Process Management

The awarded contractor will be required to participate in the defined DCS processes for incident management, problem management, change management, release management, configuration management, and request management. In the management plans described in this RFO Section 3.3, the awarded contractor must describe its interactions with the DCS program. The DCS Services Management Manual is available upon request.

J. Database Administration

The awarded contractor will be responsible for logical database administration.

The awarded contractor is required to work closely with SCPs, as SCPs perform physical database administration activities, including.

- Install database management software (DBMS),
- Configure DBMS parameters,
- Apply DBMS operating system patches,
- Capacity planning of database instances,
- Performance tuning of database instances,
- Reorganize the database as necessary,
- Create instances in all environments, and
- Add/change/delete database objects in production and pre-production.

K. Hardware and Software Currency

The DCS hardware infrastructure is refreshed on a 60-month refresh cycle. Operating software, database software, and application utility tools are required to be within n or $n-1$ of the currently supported versions of the software manufacturer. The awarded contractor is required to ensure the application software will support the DCS standard hardware and software platforms as described in the DCS Standard Configurations.

DCS Related Expenses

Programs that receive services through the DCS program are billed according to resources consumed. The DCS Resource Units are measured and billed on a monthly basis. Hardware Services Charges (HSC) and Software Services Charges (SSC) are charged based on hardware and software acquired to support application servers. Application servers are classified as Platinum, Gold, Silver, and Bronze, depending on the architecture and support requirements. The DCS Agreement, exhibit 4 describes the pricing structure.

Contractors should comprehensively list their infrastructure requirements for DCS infrastructure within a State Data Center for financial review by TEA. TEA will use the cost estimating tools available within the program to estimate the cost to host the solution within the DCS program.

L. Functions Retained by Agencies – Out of Scope for Data Center Services

To provide context, the following services are considered Customer retained services because they are out of scope of the DCS Master Services Agreement (not provided by DCS Service Providers). In developing your response, the contractor should clearly understand that TEA performs these functions as needed:

- End-user computing, including desktop, mobile, and LAN-attached multi-function devices;
- Network support, including WAN/LAN support outside of the State data centers, voice/phone support;
- Help desk (Level I – all services);

- Expert troubleshooting and support for all non-DCS services;
- Technology planning, strategies, and visioning;
- Project management;
- Disaster recovery planning and testing for all retained services;
- Business continuity planning for agency processes;
- Packaged imaging systems (scanners, servers, optical disks, etc.);
- Coordination of data center print services, including coordinating form changes with business units, volume trending;
- Data security, security design and policy development, systems access requests (directory/file, ID creation and removal, determination of access rights);
- Logical database administration;
- Application development, support, maintenance, and monitoring;
- Electronic payment processing services;
- Data import and export to the environment (FTP services); and
- Reporting services.

M. Level I Help Desk

If needed for the solution, the awarded contractor is required to maintain a Level I help desk to triage all calls prior to submitting an incident to the DCS Support Center. Once the contractor has determined or suspects the cause of an incident is related to a DCS infrastructure component, the contractor will log into the DCS Support Center's system to report the incident in accordance with the DCS Services Management Manual.

ATTACHMENT J: TX-RAMP QUESTIONNAIRE

RFO 701-25-009, Instructional Materials Internet Website

Contractors must include this completed form with their response. Providing sufficiently detailed responses and confirmation of the following questions will allow TEA to evaluate each contractor's ability to adhere to the compliance regarding TX-RAMP requirements.

Question Number:	Question	Contractors Response to Question
1.	Will the Respondent be providing Cloud Computing services subject to TX-RAMP? If yes, is the Cloud Computing service processing public/non-confidential information or is it processing confidential/regulated data?	
2.	Will the Respondent be storing TEA data in third-party Cloud Computing services? If so, please list services here and whether the data is public or confidential.	

GLOSSARY

Term	Definition
Acceptance Criteria	Specific requirements a deliverable must meet to be considered complete and approved.
Accessibility Audit	A system evaluation of a website or application to identify potential barriers that might hinder users with disabilities from accessing or using its features.
Active Directory (AD)	A directory service developed by Microsoft for Windows domain networks. It is used to store information about network resources and to centralize user account management and security practices.
Affinity Diagramming	A method used to organize and group ideas or insights generated during brainstorming or research sessions. It helps identify patterns and themes in qualitative data.
Agile Manifesto	A set of values and principles that guide Agile software development, emphasizing collaboration, customer focus, and adaptability.
Alpha Release	The first version of a software product released for testing outside the development team, typically with limited functionality and known issues.
Application Programming Interface (API)	A set of protocols and tools for building software applications that can access data and functionality from other applications.
Application Performance Measures	Uptime, average response time, error rates, etc. Ensures the application meets the SLAs and provides a smooth user experience.
Back-End Development	The server-side coding that powers the functionality of a website or application, often involving databases and logic processing.
Beta Release	A pre-release version of a software product made available to a wider audience for testing and feedback before the official launch.
Business Analyst (BA)	A professional who analyzes business processes, identifies user needs, and translates them into functional requirements for software development.
Burndown Chart	A graphical representation of work remaining in a sprint or project over time. It helps track progress and predict completion dates.
Change Control Board (CCB)	A committee responsible for reviewing and approving change requests.

Term	Definition
Change Management Process	A structured approach for handling changes to project scope, timeline, or deliverables. It typically involves submitting change requests, reviewing them for impact, and obtaining approvals before implementation.
Change Request	A formal proposal to modify the project scope, schedule, budget, or resources
Content Management System (CMS)	A software application that allows users to create, edit, and publish content on a website or application without needing extensive programming knowledge.
Contextual Inquiry	A user research method where researchers observe users in their natural environment to understand their tasks, workflows, and pain points.
Continuous Integration (CI) / Continuous Deployment (CD)	Continuous Integration (CI) A development practice where code changes are integrated frequently, and automated builds and tests are run to detect errors early. Continuous Deployment (CD) is a practice where code changes are automatically deployed to production after passing through a series of automated tests.
Criteria	Standards used to judge the quality of a deliverable, often focusing on aspects like completeness, accuracy, and usability.
Cumulative Flow Diagram (CFD)	A visual representation of the flow of work items through different stages of development (e.g., To Do, In Progress, Done). Helps identify bottlenecks, optimize workflow, and visualize overall project progress.
Cycle Time	The average time it takes to complete a user story once work has started. Indicates how quickly the team can turn ideas into working software.
Data Dictionary	A centralized repository of information about data elements in a database or system, including their definitions, data types, and relationships.
Data Migration	The process of transferring data from one system or format to another.
Defect	Any error, flaw, failure, or fault in the software that prevents it from operating as intended or according to the agreed-upon specifications and acceptance criteria.
Defect Density	The number of defects identified and confirmed per user story or per sprint. Assesses the quality of the code and the effectiveness of testing practices.
Definition of Done (DoD)	The DoD is a set of criteria that a product increment must meet for the team to consider it complete and ready for customers. It is a shared understanding among the team members of when a product increment is ready for release, even when the increment

Term	Definition
	is large and consists of many items. By establishing a DoD, the team can focus on delivering value and minimizing rework. The team works together to agree on and define the DoD.
Definition of Ready (DoR)	Clearly defined in the standard user story format (e.g., As a [role], I want [goal] so that [reason]. Reviewed and approved by the Product Owner, confirming its alignment with project goals and priority. Detailed Acceptance Criteria following the INVEST model, identified dependencies, estimated and sized to fit within one sprint, and verified technical feasible by the development team.
Deliverables	Tangible outcomes produced during a project, such as reports, plans, or software code.
Entity Relationship Diagram (ERD)	A visual representation of the entities (objects or concepts) in a database and the relationships between them.
Front-End Development	The client-side coding determines the visual appearance and user interaction elements of a website or application.
Functional Requirements	Requirements that specify what a system or application should do, the features it should have, and how it should behave.
High-Fidelity Mockup	Represents the final look and feel of an application or website. Including actual images, text, and branding elements. Clickable buttons, working menus, TEA Branding Guidelines
Identification Management (ID or Ident) System	A system that manages user identities and access privileges within an organization's IT infrastructure.
Independent Verification & Validation (IVV)	This refers to a quality assurance process used in software development and other engineering fields. It involves independent reviewers checking a product or system to ensure it meets its requirements and specifications.
Information Architecture (IA)	The structural design of information within a website or application, focusing on organization, labeling, and navigation.
Integration Plan	A roadmap outlining how different systems or components will be connected and work together.
INVEST	<p>INVEST model is a set of criteria used to assess the quality of user stories in Agile software development.</p> <p>I – Independent: The user story should be self-contained and not dependent on other user stories.</p> <p>N – Negotiable: The user story should be open for discussion and negotiation between the development team and the product owner to ensure everyone understands the requirements and the value they deliver to the user.</p>

Term	Definition
	<p>V – Valuable: The user story must deliver clear value to the end user or customer. It should contribute to the overall goals of the project and be worth the effort to implement.</p> <p>E – Estimable: The development team should be able to estimate the size and effort required to implement the user story.</p> <p>S – Small: The user story should be small enough to complete within a single sprint.</p> <p>T – Testable: The user story should include clear acceptance criteria that can be used to verify whether the story has been implemented correctly.</p>
Issue	A discrepancy between what is expected and what is happening in the project.
Information Technology Governance (ITG)	TEAs framework of processes and policies that ensure IT systems and resources are aligned with the overall business goals and strategies.
Knowledge Transfer	The process of sharing project knowledge and expertise with stakeholders to ensure smooth system management after project completion.
Key Performance Indicator (KPI)	A quantifiable measure used to evaluate the success of a particular activity. KPIs provide targets for teams to aim for, milestones to gauge progress, and insights that help people across the organization make better decisions.
Lead Time	The average time it takes for a user story to move from the backlog to completion. Measures the team's efficiency in delivering features.
Low-Fidelity Mockup	Visualize basic layout and structure of an application or website. To explore ideas, understand user workflows, gather initial feedback. Focus on content placement and information hierarchy. Limited/no Visual styling)
Milestone	A significant point in a project schedule that marks progress towards completion.
Minimum Viable Product (MVP)	A version of the product with just enough features to satisfy early adopters and validate the product idea with users. Focuses only on core functions, it is used to gather user feedback and validate assumptions. The feedback from the users is taken and used to improve and iterate on the product. It helps reduce the risk of investing heavily in a product or features that may not be successful or needed.
Mockup	A static visual representation of a website or application's user interface, used to demonstrate layout and design concepts.

Term	Definition
Non-functional requirements	Requirements that specify how a system or application should perform, including aspects like performance, security, and usability.
Open-Source Software	Software with source code that is freely available for anyone to modify and distribute.
Personas	Fictional representations of target users created based on user research, to help understand their needs, goals, and behaviors.
Priority	<p>The level of importance assigned to an issue is based on its severity and urgency. Focuses on the business impact and urgency of fixing the issue.</p> <p>Highest: Unable to use the application, users unable to meet deadlines, or major functions are not working as expected. Missed requirement significantly impacting application usability where no workaround exists.</p> <p>High: Critical functions of the application are limited, but workarounds exist. The missed requirement is not documented and is significantly impacting application usability. A workaround exists. Time sensitive request.</p> <p>Medium: Some non-critical, but important features are unavailable to users. WCAG issues, which do not prevent use of accessing or using the core functionalities. Functionality must be delivered by a specific date in the future.</p> <p>Low: Non-urgent request and can be completed as the team has capacity. The change does not impact user deadlines. No workaround is required, but functionality does not match documented requirements.</p> <p>Lowest: Minor issues not impacting daily use or user experience. No specified due date. Nice to have functionality with no impact to the main application objectives.</p>
Product Backlog	A prioritized list of features, enhancements, and bug fixes for a product, maintained by the Product Owner.
Project Management Tools	Software applications are used to plan, track, and manage project tasks, resources, and communication.
Quality Assurance (QA)	The process of ensuring that a product or service meets specified requirements and quality standards.
Refinement	The process of the scrum team adding details, estimates, and order to items in the product backlog to ensure they are ready for development.
Release Burn-Up	A graphical representation of the amount of work completed versus the total planned for a release. Tracks progress toward the release goal and helps forecast the release completion date.

Term	Definition
Repository	A version control system used to track changes in source code and collaborate on software development projects.
Resolution	The action taken to address an issue and prevent it from reoccurring.
Responsive Design	A design approach that ensures a website or application displays optimally on various devices (desktop, mobile, tablet).
Risk Assessment	The process of identifying potential problems that could impact the project and developing plans to mitigate those problems.
Root Cause	The underlying reason behind an issue.
Scrum Master	A facilitator who helps the Scrum team follow Agile principles and practices, removes impediments, and ensures the team's productivity.
Security Review Process	The formal process for evaluating the security posture of a system to identify and address vulnerabilities.
Security Vulnerability	A weakness in a system that could be exploited by attackers to gain unauthorized access or cause harm.
Service Level Agreement (SLA)	A contract between a service provider and a client that defines the level of service expected, including metrics like uptime, response time, and support.
Severity	<p>Focuses on the technical impact of the issue on the software itself. Categories, used to help prioritize which issues need immediate attention.</p> <p>Highest – software is unusable, crashes, or causes significant data loss. Issues must be fixed immediately.</p> <p>High – severely impaired, some functionality is not working as expected, but there are workarounds. Issues need to be fixed as a top priority.</p> <p>Medium – Partially impaired, some functionality is not working as expected, but there are workarounds. It should be fixed in a timely manner.</p> <p>Low – minor issue, cosmetic problems, minor inconveniences that do not significantly impact functionality. Can be addressed as time allows.</p>
Software Development Life Cycle (SDLC)	The process of planning, creating, testing, and deploying software.
Sprint	A time-boxed iteration in Scrum, typically lasting two to four weeks, during which a potentially releasable increment of the product is created.
Sprint Burndown	A graphical representation of work remaining in a sprint over time. Tracks progress toward the sprint goal and identifies potential bottlenecks or scope adjustment.

Term	Definition
Sprint Goal Completion Rate	The percentage of sprint goals that was achieved during the sprint. Measures the team's progress towards a specific, overarching objective set for the sprint. Example, if the sprint goal was to "complete user registration and login functionality" and the team successfully delivered both features, the sprint completion rate would be 100%.
Sprint Success Rate	The percentage of stories in the sprint backlog that were fully completed and accepted by the product owner, meeting the Definition of Done (DoD). Measures the team's ability to deliver on their commitments and complete the planned work within the sprint timeframe. Example: if a sprint backlog had 10 user stories and the team completed and delivered 8 of them to the product owner's satisfaction, the sprint success rate would be 80%.
Sprint Velocity	The total number of story points, hours, and issues completed during a sprint. Used to measure the team's productivity and capacity for work. Helps predict future sprint completion rates and adjust planning accordingly.
Stakeholder	An individual or group with an interest or concern in the project's outcome.
Stakeholder Management	The process of identifying, communicating, and managing stakeholder expectations throughout the project lifecycle.
Steering Committee	A group of high-level stakeholders who provide guidance and oversight for a project.
Subject Matter Expert (SME)	An individual with deep knowledge and expertise in a particular subject or field.
Technical Lead	The person responsible for the technical direction and implementation of a project.
Thematic Analysis	A qualitative data analysis method used to identify, analyze, and report patterns (themes) within data.
User Acceptance Testing (UAT)	Testing performed by end-users to verify that a system meets their needs and requirements.
User Engagement Metrics	Number of active users, session duration, feature usage, etc. Provides insights into how users are interacting with the application and which features are most valuable.
User Flow	A visual representation of the steps a user takes to complete a task within a website or application.
User Interface (UI)	The elements on a screen that users interact with, including buttons, menus, and text fields.
UI/UX Designer	A professional who designs the user interface (UI) and user experience (UX) of a website or application.

Term	Definition
User Research Plan	A document outlining the strategy for gathering information about the target users of a system, including methods like surveys, interviews, and usability testing.
User Satisfaction	Measured through surveys and feedback forms. Gauges the overall satisfaction of users with the application and identifies areas for improvement.
User Story	A brief description of a system feature from the end-user's perspective.
Usability Testing	The process of evaluating how easy and user-friendly a website or application is for target users.
Velocity	A measure of the amount of work a team can complete in a sprint, typically measured in story points.
WCAG 2.1 AA (Web Content Accessibility Guidelines)	International standards for ensuring web content is accessible to people with disabilities.
Wireframe	A basic visual representation of a website or application's layout and structure, used early in the design process.