

RFP 701-23-026, TEXAS EDUCATOR CERTIFICATION EXAMINATION PROGRAM

Summary

The Texas Education Agency (TEA) is seeking responses from qualified respondents to provide development and administration of Texas educator certification examinations in accordance with all requirements stated herein. This Request for Proposal (RFP) relates to activities conducted to test educators in Texas for certification, including but not limited to the Texas Examinations of Educator Standards (TExES), Texas Assessment of Sign Communications (TASC), TASC-American Sign Language (TASC-ASL), Pre-Admission Content Test (PACT), edTPA®, American Association of Family & Consumer Sciences exams (AAFCS), and other assessments or certification examinations as designated by the State Board for Educator Certification (SBEC).

Authorized by:

Texas Education Code (TEC) §21.031, §21.048, and §230.21(a)

Proposals are due January 11, 2024 - 2:00 P.M. Central Time

TEA Contracts and Purchasing Division

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Table of Contents

1. Purpose, Background, and Scope of Work	3
1.1. Purpose	3
1.2. Background and Defined Terms	3
1.3. TEA Mission and Procurement Authority	6
1.4. Anticipated Schedule of Events	8
1.5. Contract Term	8
1.6. Budget	8
1.7. Scope of Work, Project Description, and Project Requirements	9
1.8. Project Deliverables and Milestones	19
1.9. Collaboration	34
1.10. Contract Monitoring and Dispute Resolution Procedures	35
2. Submission Process and Instructions	36
2.1. Proposal Format	36
2.2. Electronic Submission Process	36
2.3. Communication	37
2.4. Proposal Requirements	38
2.5. Conflict of Interest	41
3. Proposal Format and Content	42
3.1. Proposal Checklist	42
3.2. Understanding of the Project, Methodology, and Technical Components	43
3.3. Management Plan, Experience, and Qualifications	43
3.4. Task, Activity, Deliverable, and Budget Plan	44
3.5. Contractors Financial Capability	45
4. Proposal Review and Evaluation	45
4.1. Proposal Review	45
4.2. Evaluation Criteria	46
5. Contractual Requirements	47
5.1. Incorporation and Order of Precedence	47
ATTACHMENT A: NOTICE OF INTENT TO SUBMIT A PROPOSAL	49
ATTACHMENT B: CONTRACT TERMS AND CONDITIONS, RESPONSE PREFERENCES, AND EXECUTION OF OFFER 50	
ATTACHMENT C: HISTORICALLY UNDERUTILIZED BUSINESS SUBCONTRACTING PLAN	73
ATTACHMENT D: PROPOSAL COVER PAGE AND CHECKLIST	74
ATTACHMENT E: TASK, ACTIVITY, AND DELIVERABLE, AND BUDGET PLAN	76
ATTACHMENT F: INTENTIONALLY OMITTED	79
ATTACHMENT G: CONFLICT OF INTEREST ANALYSIS FORM	80

ATTACHMENT H: INFORMATION SECURITY REVIEW	83
ATTACHMENT I: DATA CENTER SERVICES (DCS) INFRASTRUCTURE REQUIREMENTS.....	84
ATTACHMENT J: PRICING SHEETS	90
ATTACHMENT K: 2023-2024 TEXAS CERTIFICATION TESTS	91
ATTACHMENT L: TOTAL TEST REGISTRATIONS AND ADMINISTRATIONS	96
ATTACHMENT M: SCORE REPORTING SERVICES.....	102
ATTACHMENT N: EXAM ELIGIBILITY SERVICES	104
ATTACHMENT O: EDUCATOR DEMOGRAPHIC UPDATE SERVICE.....	111
ATTACHMENT P: ADDITIONAL SERVICES AND PRODUCTS	112

1. Purpose, Background, and Scope of Work

1.1. Purpose

The Texas Education Agency (TEA) is seeking responses from qualified respondents to provide development and administration of Texas educator certification examinations in accordance with all requirements stated herein. This Request for Proposal (RFP) relates to activities conducted to test educators in Texas for certification, including but not limited to the Texas Examinations of Educator Standards (TExES), Texas Assessment of Sign Communications (TASC), TASC-American Sign Language (TASC-ASL), Pre-Admission Content Test (PACT), edTPA®, American Association of Family & Consumer Sciences exams (AAFCS), and other educator certification assessments or examinations as designated by the State Board for Educator Certification (SBEC) such as the Texas-specific teacher performance assessment.

Eligible proposers are nonprofit organizations, institutions of higher education, private companies, departments of education, and regional education service centers. Proposers shall address each component separately in the proposal and shall be priced out separately using the Pricing Sheets.

1.2. Background and Defined Terms

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

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

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

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

The Pre-Admission Content Test (PACT) exams contain questions assessing subject-matter knowledge only and are not the same as the TExES certification exams that include questions assessing both subject-matter knowledge and pedagogical-content knowledge. PACT can be used for admission to an educator preparation program (EPP). Taking a PACT does not ensure a candidate's admittance into a preparation program. A PACT is not required for applicants who meet the 2.5 GPA and have completed a minimum of either 12 or 15 semester credit hours of coursework. Educator preparation programs may have local policies that require applicants to pass a PACT as a requirement for admission, but those policies are local decisions.

edTPA® is a performance-based, subject-specific assessment and support system currently used as a certification exam to emphasize, measure, and support the skills and knowledge that all teachers need to be effective in the classroom. For edTPA®, teacher candidates prepare a portfolio of authentic evidence that reflects their Texas classroom and students during their clinical or internship experience. Throughout the development of the portfolio, candidates have the opportunity to demonstrate their effectiveness to support students, engage students in ambitious learning, analyze students' learning, and adjust their instruction to meet their students' needs. To this end, candidates provide evidence in response to each of edTPA's tasks: Planning for Instruction and Assessment, Instructing and Engaging Students in Learning, and Assessing Students' Learning.

The American Association of Family and Consumer Sciences (AAFCS) examinations are nationally available exams; however, administration of an AAFCS exam for Texas educator candidates will be completed by the vendor selected for the Texas Educator Certification Examination Program. The content of these exams is not changing unless directed by AAFCS. Changes will need to go through the SBEC and Commissioner of Education rulemaking timelines. Some industry educator certification exams have been adopted by the SBEC and are currently administered by other test vendors. These exams are not considered a requirement of this RFP. The American Council on the Teaching of Foreign Languages (ACTFL), through its testing division, Language Testing International (LTI), administers oral and written tests in a number of languages for Texas teachers for use with Bilingual Education and Languages Other Than English (LOTE) certificates.

ETS administers the Performance Assessment for School Leaders (PASL). PASL is an evidence-based performance assessment designed to assess instructional leadership during a candidate's clinical experience prior to receiving a Principal as Instructional leader certificate. This assessment evaluates school leadership candidates on their ability to impact instruction and student learning.

During the 2022-23 testing year, approximately 114,176 certification tests were administered. A breakdown of the number of TExES, TASC, and TASC-ASL, PACT, edTPA®, and AAFCS test administrations is shown in an Attachment L .

Texas Education Code §21.048 limits candidates to five attempts for any educator certification examination. Since the September 1, 2015, effective date of this new law, test administration volumes have remained relatively flat. Test volumes for the 2022-23 testing year are shown in Attachment L and are down slightly overall compared with the 2021-22 testing year.

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

Term	Definition
AAFCS	American Association of Family & Consumer Sciences exams (AAFCS)
ADA	Americans with Disabilities Act

ALIGNMENT	The extent to which a test or test item measures the knowledge or skills described in the test framework
APA	American Psychological Association
APA STANDARDS	Include standards for educational tests set by the American Psychological Association (APA), the American Educational Research Association (AERA), and the National Council on Measurement in Education (NCME)
CAT	Computer-administered testing
CMBL	Centralized Master Bidders List
CONSTRUCTED RESPONSE	A test item for which the candidate creates the response, for example, in an essay or sentence
Contractor	“Contractor” refers to entities who desire to do business with TEA.
DIR	Department of Information Resources
ECOS	TEA’s Educator Certification Online System
edTPA®	Performance-based, subject-specific assessment and support system currently used as a certification exam to emphasize, measure and support the skills and knowledge that all teachers to be effective in the classroom.
EDUCATOR STANDARDS	The knowledge and skills approved by the SBEC or adopted in rule that are based on the applicable TEKS adopted by the SBOE
EPP	Educator Preparation Program
ESBD	Electronic State Business Daily
EXAMINATION FORMS	Different versions of a certification test with substantially equivalent difficulty and other qualities
EXAMINATION FORM EQUATING	The process for determining whether different forms of a test are substantially equivalent
FACULTY MANUAL	A manual made available to educator preparation program faculty to inform them about the certification tests.
HEARING IMPAIRMENT	Means a hearing impairment so severe that the person cannot process linguistic information with or without amplification.
HSP	Historically Underutilized Business Subcontracting Plan
HUB	Historically Underutilized Business as defined in Texas Government Code § 2161.001
ITEM BANK	The collection of test items available for creating or refreshing examination forms
LEA	Local Education Agency
NIGP	National Institute of Governmental Purchasing
OPERATIONAL TEST ITEM	A test item that is being used to score a candidate on a test. An operational item is also considered “scorable” in the sense that the candidate’s performance on that item contributes toward the test score. An examination form will likely also include items being tested to measure their statistical characteristics before incorporating them as operational items on a test.
PACT	Pre-Admission Content Test
PAR	Progress Assessment Report
PPR	Pedagogy and Professional Responsibilities
PREPARATION MANUAL	A publication made available to the test taker with sample items and other information to help the test taker prepare for a test.
QAP	Quality Assessment Plan
RELIABILITY	Refers to the degree of consistency or stability of test scores
REPRESENTATIVE TEST	A test which an educator preparation program may purchase that is substantially similar to the actual educator certification exam
RFP	Request for Proposal
Response	“Response” refers to content submitted by Contractors to TEA in response to this solicitation.

SBEC	State Board of Educator Certification
SBOE	State Board of Education
SCALE	Stanford Center for Assessment, Learning, and Equity
SELECTED RESPONSE	A test item in which the candidate selects a response from a set of options, for example, a traditional four-option multiple-choice item
STAKEHOLDERS	District and campus leadership, teachers, counselors, college and university partners, and business partners.
TAC	Texas Administrative Code
TASC	Texas Assessment of Sign Communications
TASC-ASL	TASC-American Sign Language
TEA OR AGENCY	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 resulting from this solicitation.
TEKS	Texas Essential Knowledge and Skills or the state curriculum adopted by the SBOE
TEST FRAMEWORK	Describes the content that will be covered on the test and is based on the appropriate Educator Standards, TEKS, and/or other relevant standards and/or rules for that field and/or grade span. Frameworks include the domains to be measures, the competencies that define each domain, and the knowledge and skills (i.e., descriptive statements) that define each competency.
Texas TPA	Texas-specific Teacher Performance Assessment currently being developed for TEA by Texas educators specifically designed to meet the pedagogical requirements for Texas educators and would be available for administration by the date required by SBEC.
TExES	Texas Examinations of Educator Standards
TGC	Texas Government Code
VALIDITY	The extent to which the test supports the intended interpretation and use of its results.
VPTS	Vendor Performance Tracking System
XML	Extensible Markup Language – A standard format or set of rules for encoding documents in a format that is both human-readable and machine-readable

1.3. TEA Mission and Procurement Authority

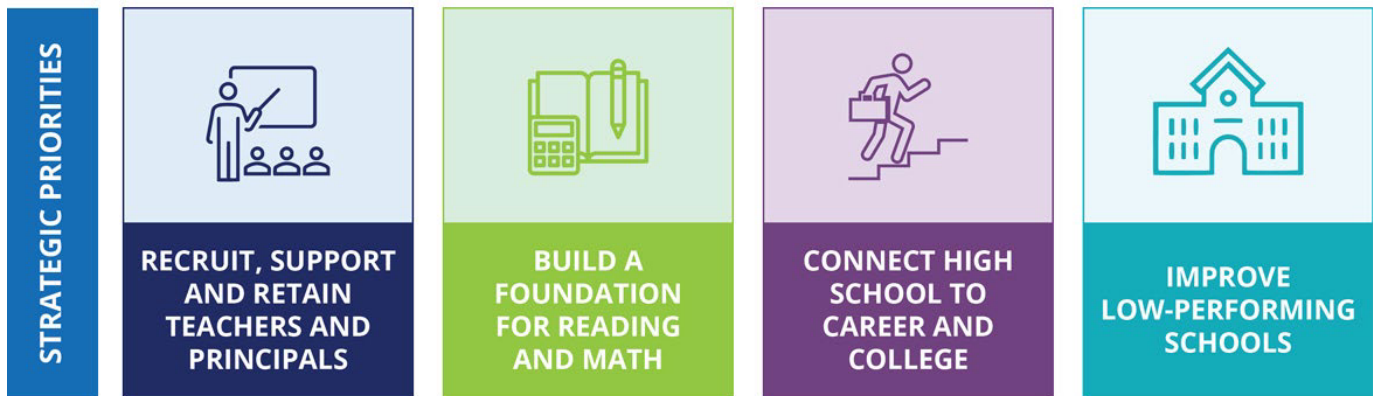
The Texas Education Agency (TEA) is the state agency responsible for overseeing primary and secondary public education in Texas. TEA’s mission is to improve outcomes for all public-school students in the state by providing leadership, guidance, and support to school systems; every child, prepared for 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

EVERY CHILD, PREPARED FOR SUCCESS IN COLLEGE, CAREER, OR THE MILITARY



A highly qualified educator is the most important school-based factor in student achievement. This procurement supports TEA’s strategic plan by ensuring that all candidates for certification demonstrate the knowledge and skills necessary to improve the performance of the diverse student population of Texas. Strong certification tests ensure that every teacher has demonstrated the prerequisite content and professional knowledge, skills, and abilities necessary for an entry-level position in Texas public schools.

This procurement is authorized by Texas Education Code (TEC) §21.031, §21.048, and §230.21(a).

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
November 30, 2023	Publication of solicitation in the Electronic State Business Daily (ESBD) at: http://www.txsmartbuy.com/esbd Questions must be directed to TEASolicitations@tea.texas.gov or the HUB Office HUBOffice@tea.texas.gov , as appropriate.
December 7, 2023, 9:00-10:00 Central Time	Pre-proposal conference: Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 217 233 594 518 Passcode: 8ynoQs Download Teams Join on the web Or call in (audio only) +1 512-823-0733 .,28716295# United States, Austin Phone Conference ID: 287 162 95#
December 12, 2023	Last day to submit written questions about this solicitation no later than 2:00 P.M. Central Time to TEASolicitations@tea.texas.gov
December 15, 2023	Final publication of questions and answers in the ESBD at: http://www.txsmartbuy.com/esbd
December 21, 2023	TEA <i>preferred date</i> to receive Notice of Intent to submit a proposal
January 11, 2024	Proposal(s) due no later than 2:00 P.M. Central Time
January/February 2024	Proposal Check-In, Evaluations, and Oral Presentations (<i>if required</i>)
February/March 2024	Commencement of contract negotiations with selected contractor
March 2024	Anticipated start date of contract

1.5. Contract Term

The term of any contract resulting from this solicitation shall be from contract execution to August 31, 2024. All contracts are subject to appropriation of funds by the Texas Legislature.

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

1.6. Budget

TEA may award one contract from this solicitation. TEA reserves the right not to award a contract from this solicitation. Proposals must include a detailed Task, Activity, Deliverable, and Budget Plan, as described

elsewhere in this solicitation and in **Attachment E**. TEA will not accept separate indirect cost rate calculations for this procurement. The proposed budget and payments to a contractor must be based on satisfactory completion and TEA acceptance of deliverables. The Task, Activity, Deliverable, and Budget Plan must clearly identify proposed prices related to each proposed task, subtask, and deliverable for each fiscal year of the contract. There are no state funds allocated to the resulting contract. This certification examination program is supported entirely by fees paid by individual candidates/educators, school districts on behalf of the candidates/educators. TEA will not be obligated to pay any funds to the awarded contractor at any time during the contract term.

Proposers will include an option for educator preparation programs (EPP) and districts to purchase exam vouchers that grant candidates with codes to be used during registration of an exam offered through the Texas Educator Certification Examination Program. Proposers will include a menu of proposed fees, including fees for certification tests sufficient to meet all contractual requirements. The SBEC has declared maximum prices for educator and certification tests in the [Texas Administrative Code §230.101\(c\)\(d\)](#). All future assessments or certification examinations developed as a result of this RFP must follow the maximum prices set by SBEC. Currently, the Core Subjects single-subject tests 806-809 and 901-905 are \$58, selected-response only TExES, TASC, and AAFCS tests are \$116, redesigned tests that include enhanced selected-response/constructed-response tests are \$136, enhanced selected-response/constructed-response administrator and student services tests are \$200, and performance-based teacher assessments (edTPA) are \$311. PACT subject-matter only exams are \$106. A portion of each examination fee currently remits to TEA. The current test fees and related services fees are listed on the [Texas Educator Certification Examination Program exams page](#). The awarded contractor must manage educator certification test fee payments through the Texas.gov system. Proposals must include additional proposed charges for services to candidates or educator preparation programs and include recommendations for the portion of each examination fee that shall remit to TEA. The TEA portion of each examination fee can be reviewed during the annual workplan meeting.

TEA will establish monthly invoicing procedures for the awarded contract aligned to completion and acceptance of the deliverables. Accurate and error free monthly invoices shall be submitted to TEA no later than five business days as specified by TEA to collect contractor's portion of test registration fees for tests administered and other test-related fees, including test cancellations and no-shows. TEA will pay invoices upon satisfactory performance of services, receipt and acceptance of specified deliverables, and receipt of properly prepared invoices and supporting documentation.

All travel reimbursements/payments made in the performance of this contract shall be made in accordance with [Texas Government Code Chapter 660, General Appropriations Act, Article IX, Part 5](#), and [Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22](#).

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

TEA requires the selected contractor to be prepared to modify or broaden the scope, subject areas, and examination development or to implement other changes in this project as required by legislation or action by the SBEC, the State Board of Education (SBOE), or the Commissioner of Education. Contract terms will allow the Agency to modify the contract as needed to meet additional mandates. Proposers are therefore advised to consider this requirement given the likelihood of changes to the program over the contract period, which may include all areas including examination development, administration, scoring, reporting, customer support, educator preparation program support and client services. The 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 contractor must utilize our demographic service, eligibility service, and core reader to report test scores and attempts at no additional cost to the candidate/educator. The contractor

shall provide TEA electronic access to examination data (including domain and competency level results). TEA shall be granted access to any online tools that the contractor has installed for monitoring and reporting service levels, and information systems that document candidate inquiries and interactions related to the contracted work.

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

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

GENERAL REQUIREMENTS

1. Line of Authority

The contractor shall answer directly to the Director of Educator Standards and Testing and be under the general oversight of the Educator Testing Manager, the Director of Educator Standards and Test Development, the Senior Director for Educator Quality, the Associate Commissioner for Educator Preparation, Certification and Enforcement, the Deputy Commissioner of Educator Support, and the Commissioner of Education.

2. Action required by legislation, SBEC, SBOE, or the Commissioner of Education

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

3. Demographic and Eligibility services

The awarded contractor must utilize our demographic service, eligibility service, and score reader to report test scores and attempts at no additional cost to the candidate/educator. Testing candidates for all AAFCS, edTPA®, PACT, TASC, TASC-ASL, and TExES exams must have exam approval before registration. The exam approval is updated in the TEA ECOS system by approved EPPs or TEA staff and must be confirmed by the vendor's system prior to registration. Exam approval must periodically be confirmed within the week before the exam appointment.

4. Equity Assurance

The SBEC and TEA staff are committed to ensuring equity and access in all aspects of the Texas Educator Certification Examination Program. Proposer shall demonstrate how this commitment will be embodied in all activities conducted under this RFP. All activities shall comply with or exceed appropriate ethical and legal guidelines, including but not limited to the Americans with Disabilities Act (ADA) and American Psychological Association (APA) standards. An Equity Assurance Process designed to review examination frameworks, all examination items, other materials, and policies shall be implemented as appropriate. Proposer shall ensure this process is focused specifically on issues and content related to fairness and equal opportunity for all candidates and educators regardless of ethnicity, gender, disability, income level, geographical background, and all other individual characteristics. TEA shall approve this process.

5. Security Requirements

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

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

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

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

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

- a. Usage-limiting techniques and other protective countermeasures wherever a denial-of- service or automated attack vulnerability is clearly inherent in the architecture.
- b. Sufficiently strong encryption, according to industry standards, wherever confidential data is at rest or traverses a network.
- c. Effective error handling that does not return unnecessarily verbose messages to the user that could be used to gain insight into application internals or other privileged processes or data.

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

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

- a. Describe the access controls used by the systems, including password strengths and role-based controls.
- b. Describe any separation-of-duties policies that exist for staff supporting the systems.
- c. Describe the virus protection, intrusion detection, patch management, and vulnerability testing strategies.
- d. Describe the security breach processes.

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

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

- a. Usage-limiting techniques and other protective countermeasures wherever a denial-of-service or automated attack vulnerability are clearly inherent in the architecture. Notify TEA in the event of any attack.
- b. Sufficiently strong encryption, according to industry standards, wherever confidential data traverses a public network
- c. Data encryption methodology for data at rest
- d. Data encryption methodology for data in transit
- e. Data backup policies, both onsite and offsite
- f. Effective error handling that does not return unnecessarily verbose messages to the user that could be used to gain insight into application internals or other privileged processes or data
- g. Protections against user input generating output that is susceptible to cross-site scripting attacks

The contractor shall also be responsible for ensuring that provisions for digital fingerprinting and photographs at examination sites are maintained in a secure and equitable manner. The proposal must detail the security procedures necessary for this project. The contractor shall be responsible for security of the tests, test items, and supporting information and data. Breaches in security or compromises of tests or test items are the sole responsibility of the contractor. A complete quarterly forensic analysis must be completed by the vendor to identify any scoring or reporting anomalies across all test center operations. The contractor shall make the TEA test portfolio whole by recreating compromised tests or test items at no additional charge to the Agency.

6. Statutory Obligations

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

7. Ownership

Contractual requirements concerning ownership are stated in Attachment B of this RFP. TEA shall own all contract deliverables and intellectual property created by the contractor and any subcontractors under the terms of this RFP. Refer to paragraph I of the General Provisions to the TEA Standard Contract for further clarification (Attachment B). All products, processes, or ideas developed, manufactured, or offered under a

contract awarded in response to this RFP become the property of the State of Texas with exclusive rights of ownership, including rights under patent, copyright, or trade secret law.

In addition, the contractor shall obtain copyrights for TEA on all developed materials. When published writing or art is used on tests, it is the responsibility of the contractor to acquire permission for TEA to use copyrighted material or art. The contractor shall also be responsible for obtaining all appropriate permissions for published writing or art to be released publicly in print and through the Agency and contractor websites. The proposal shall detail the process to be used to obtain such permissions for all phases of test development. If the proposer uses well-established tests or items owned by the vendor or from third-party vendors that are administered in other jurisdictions, TEA will not own those tests/items. However, TEA will own items and revisions to vendor-owned and third-party items to the extent they are improved using Texas' resources. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Agreement, contractor or subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the bid proposal. Otherwise, the language in the paragraphs of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its bid proposal, then the Background IP owned by the bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the bidder. Upon contract award, the bidder or contractor shall grant the State a non-exclusive, perpetual royalty free license to use any of the bidder/contractor's Background IP delivered to the State for the purposes contemplated by the Contract.

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

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

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

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

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

8. Risk Mitigation and Business Continuity Planning

Due to the critical nature and dependency upon delivery dates and to the public impact that would result from failure to meet these dates, the contractor shall negotiate timelines for upgrades to systems and hardware and/or upgrades and/or new versions of software directly used in production and/or delivery of all contracted products that have the potential to impact the delivery of contracted products and that were not specifically initiated at the request of TEA. This prior notice does not include the standard office suite or office productivity software necessary for interoffice communication and/or project management. It is specific to hardware and software used to store and/or deliver contracted products. The contractor shall be required to present and follow a business continuity plan detailing disaster recovery process for hardware and software used to store and/or deliver contracted products. This detailed plan shall adhere to standards and policies for business continuity planning and disaster recovery planning. The responsive bidder shall detail continuing improvement processes that limit the chances of repeated systems failure. The continuity plan shall outline how the vendor will continue business operations during a disaster event, while the disaster recovery plan shall detail the processes and resources for hardware and software used to store and/or deliver contracted products and services. A plan shall be outlined, and costs provided as part of this proposal to address any specific proprietary hardware and software (including delivery platforms for assessments, item banks, and training modules, for example) used to store and/or deliver contracted products under this RFP. Specifically, if a contractor is not successful in bidding on a subsequent contract, a plan shall be outlined to ensure a seamless transition to new hardware and software to deliver products contracted for by TEA. This seamless transition may require, for example, the ability of a new contractor to lease proprietary hardware/software on an interim basis until new systems are developed to deliver contracted products. These plans shall be considered dynamic documents such that any changes to policy and/or procedures shall require agreement and sign-off by both parties prior to implementation.

9. Secure Storage and Document Retention

The contractor shall provide for security and confidentiality of all testing materials and test results. The contractor shall provide a plan to assure that all contractor employees have signed an agreement of confidential handling of TEA data, including educator information, examination results, and stakeholder meeting dialogue. The contractor shall implement all necessary safeguards to prevent confidential information from being stolen, hacked, or otherwise misused or misappropriated. All Agency confidential information requires a degree of protection, and measures shall be taken to protect these resources against unauthorized use, accidental or intentional damage or loss, accidental or unauthorized disclosure, modification, or destruction, as well as to ensure the security, reliability, integrity, and availability of information. Contractor will be expected to comply with the Texas Administrative Code (TAC) Title 1, Section §202, Information Security Standards.

In addition, the contractor shall be responsible for maintaining archives of documents, digitally and/or in hard copy, produced for the examination program through the completion of the contract. Documents include but are not limited to registration procedures, reports, item review books, field- test materials, technical manuals, and other policies and reports. Appropriate archived documents related to the Texas educator certification examination program and currently held by the incumbent contractor shall be transferred to the new

contractor selected for the 2024-2034 period. These documents held by the contractor shall be subject to open records laws, including the Public Information Act, and the contractor shall assist the Agency with responses without cost as required. The proposal shall detail the system the contractor shall use to maintain, locate, and transfer these archived documents as necessary.

10. Quality Control

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

The contractor shall maintain the highest standards of quality control to ensure that all required services and deliverables are provided within the timelines established by TEA. The contractor shall provide a detailed plan to establish standards and procedures of quality control for all aspects of the services to be provided in this contract, including but not limited to psychometric services; the development and management of an annual work plan; the management, storage, and delivery of data; and the development and preparation of public documents, both technical and nontechnical. The contractor must provide TEA electronic access to examination data (including domain and competency level results) for Texas applicants and educators. TEA shall be granted access to any online tools that a contractor awarded a contract under this RFP has installed for monitoring and reporting service levels related to the contracted work. Procedures should follow industry standards, such as those outlined in the Malcolm Baldrige Quality Award or the most current version of the ISO 9000 series of quality management standards.

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

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

11. Evaluation of Services and Products

The contractor shall provide all the services and deliverables required by this RFP in accordance with deadlines established by TEA and the contractor as outlined in the annual TEA-approved work plan, or within any weekly

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

12. Liquidated Damages

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

13. Critical and Noncritical Deliverables

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

- a. Non-critical deliverables, within defined limits, can take longer to complete than is planned without affecting the contract project. Non-critical deliverables will be identified in the educator certification examination program's master schedule and/or annual TEA- approved work plan. It is agreed for each day work remains undeliverable and accepted (as determined by TEA) beyond the time set for its completion or delivery, the contractor shall be liable to TEA for the sum of \$1,000 (One Thousand US Dollars) per calendar day as liquidated damages. Liquidated damages shall be assessed from the date of notice by TEA until the product or service has been delivered and accepted by TEA.
- b. Critical deliverables are defined as those that must be completed or performed and failure to do so result in tests not being administered on time and on schedule. Critical deliverables will be identified in the educator certification examination program's master schedule and/or annual TEA-approved work plan. It is agreed for each day work remains undeliverable and accepted (as determined by TEA) beyond the time specified for its completion or delivery, the contractor shall be liable for the amount specified in the Liquidated Damages Chart for Critical Deliverables. Liquidated damages shall be assessed per calendar day from the date of notice by TEA until successful delivery of the product or service. The specified liquidated damages amount for critical deliverables designated in the master schedule, annual TEA-approved work plan, or within any weekly or monthly workplan updates. are listed below in the Liquidated Damages for Critical Deliverables.
- c. Liquidated Damages for Critical Deliverables
Number of Business Days Elapsed After Due Date Listed in the Annual TEA-Approved Work Plan
Liquidated Damages in US Dollars (USD)
First \$2,000 (Two Thousand USD)

- Second \$4,000 (Four Thousand USD)
- Third \$6,000 (Six Thousand USD)
- Fourth \$8,000 (Eight Thousand USD)
- Fifth \$10,000 (Ten Thousand USD)
- Sixth \$20,000 (Twenty Thousand USD)
- Seventh and Each Subsequent Day \$25,000 per day (Twenty-five Thousand USD)

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

14. Breach of Security for Test Items

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

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

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

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

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

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

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

15. Service Interruptions of Online Testing

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

contractor for travel expenses, and/or provided with a special test administration to ensure complete satisfaction on the part of the affected test taker.

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

16. Required End-of-Contract Activities

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

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

17. Performance/Service Level Agreements

- a. Service Level Agreement: Must be highly available and support 99.5% uptime 24 hours per day.
- b. Browser Standards: Website must be accessible by commonly used browsers and must be responsive for optimal viewing on mobile devices. Must support full functionality on iPads and tablets or smart phones.
- c. Performance Standard: Response time should be 1 second or less per webpage.
- d. Performance Monitoring
 - i. TEA shall be granted access to any monitoring tools that the vendor has installed for monitoring and reporting service levels.
 - ii. TEA shall be granted system user IDs on the product system for the purpose of running automated scripts against the system/services for monitoring purposes.
 - iii. TEA shall have the right to place a monitoring agent on the production servers and components supporting the system and services.

18. ADA Compliance

Respondents are required to meet the state web accessibility standards outlined in the Texas Administrative Code Chapter 206. These standards are in alignment with the federal regulations as outlined in Section 508 of the Rehabilitation Act of 1973, as amended in 1998. Section 508 of the US Rehabilitation Act of 1973 (www.section508.gov) is in the final stages of revision and will be using the WCAG 2.0 AA Accessibility Guidelines (www.w3.org/WAI/intro/wcag.php) (also ISO/IEC standard 40500) as the new technical standard. TEA requires that the WCAG 2.0 AA Accessibility Guidelines be used as the standard for new electronic information resources, which includes online learning, websites, and application.

19. Vendor Data Center Environment

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

- a. Documentation of the setup of the servers used to support their proposed application(s) that includes an architectural diagram of the IT systems;
- b. Location of data center, including if this is a company on-premise or Cloud Vendor location;
- c. Description of the physical security controls for the data center;
- d. Description of the disaster recovery strategy and locations.
- e.

1.8. Project Deliverables and Milestones

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

The contractor shall provide accurate and timely reporting of scores. Contractor shall implement a uniform process for reporting scores after an examination administration to candidates, educator preparation programs, and TEA.

Contractor shall provide TEA electronic access to examination data (including domain and competency level results), the format and scope to be approved by TEA. The examination data shall be accessible with password security to limited staff, provide more detail, and allow access to trend data. Quarterly, annually or as directed by TEA after each administration, contractor shall produce various psychometric and other analyses of candidate performance, item performance, and examination form statistics as specified by TEA. These data shall be provided in both paper and secure electronic formats to be approved by TEA. Post-administration reports shall include the performance of candidates and include item-level statistics. Quarterly data shall include administration and other data required for legislative and TEA performance measures. Annual data shall include summary data for candidates as well as reliability, validity, and other psychometric data. Annual reports may include recommendations for examinations with low and high pass rates.

The proposal must address the General Requirements as well as the requirements specified in the applicable component below; Pedagogical assessments and exams including Texas TPA, edTPA®, Pedagogy and Professional Responsibilities (PPR) EC-12, Pedagogy and Professional Responsibilities for Trade and Industrial Education 6–12 exams, and Content Pedagogy General Examination Development.

Pedagogical assessments and exams, including Texas TPA, edTPA®, Pedagogy and Professional Responsibilities (PPR) EC-12, and the Pedagogy and Professional Responsibilities for Trade and Industrial Education 6–12 exams

The proposal shall include a plan to maintain test item banks; administer, score and report results; and provide customer support and client services for all pedagogical exams required by SBEC including edTPA®, Pedagogy and Professional Responsibilities (PPR) EC-12, Professional Responsibilities for Trade and Industrial Education 6–12 exam. These pedagogical exams are specified in the figure provided in 19 TAC §230.21(e).

The Texas TPA will be developed by a Texas Institution of Higher Education (IHE) and will be available for administration beginning no later than 9/1/2027. TEA will share all necessary documents including assessment files and preparation manuals with the contractor no later than six months before the SBEC required administration date which will be determined at a later date, pending SBEC action.

Proposer shall complete Pricing Sheet A-1.

Content Pedagogy Examination Development

The proposal for each sub-component below must address the General Requirements below as well as the requirements within each section. The proposal shall include clear evidence of the contractor's ability to produce the highest quality examinations. The contractor shall seek expert feedback on many key decisions related to assessment content and design. The typical way to do this is through test development, standard setting, and Texas advisory committees. However, the TEA welcomes innovative proposals to maintain high standards of content and technical validity for examinations under this contract, so long as TEA is able to observe and participate as appropriate in all such processes. The contractor shall ensure that the TEA Contract Manager or his/her designee is present as an observer at meetings and approves of all participants. The specific steps that outline the test-development process of the current Texas educator certification assessment program may be found in the most recent version of the [Texas Educator Certification Program Technical Manual](#).

The contractor shall be responsible for all logistics and expenses related to Texas stakeholder participation in any of the above processes. The contractor can recommend plans to conduct virtual committee meetings during the annual work plan meeting and scope of work. As part of this proposal, the proposer must detail the commitment to this project (i.e., percentage of time) of all staff who would be assigned to the Texas examination program. The contractor must be prepared to adjust the required levels of dedicated resources needed to address deficiencies or to accommodate any changes in the examination program including expedited timelines.

- A. Core Subjects Redesign: The proposal shall include a plan for replacement of the current Core Subjects with the Science of Teaching Reading EC-6 with a new Core Subjects EC-6, Core Subjects EC-6 with Fine Arts, PE, and Health; and Core Subjects EC-6 with Special Education. Each Core Subjects exam mentioned above must include English Language Arts & Reading, Math, Science, and Social Studies subtests. The new examinations will improve the ability to identify and select candidates with the requisite knowledge, skills, and abilities as reflected in the Classroom Teacher Certification Standards expressed in 19 TAC §235 and other relevant standards and/or rules as appropriate for the beginning teacher.

Each test must be ready for administration no later than September 2027. The proposer must submit a plan for creation of an enhanced selected response/constructed response exam for:

1. Core Subjects EC-6

2. Core Subjects EC-6 with Fine Arts, PE, and Health; and
3. Core Subjects EC-6 with Special Education.

Proposer shall continue to maintain the current Core Subjects EC-6 educator test item banks; administer, score, and report results; and provide customer support and client services in accordance with the general requirements below including Test Scope Administration, Scoring, and Reporting; Customer Support, Educator Preparation Program and Client Services as detailed below until such time that the old tests are phased out and/or replaced with new assessments.

Proposer shall complete Pricing Sheet A-2.

- B. Bilingual Certification Exams Redesign: The proposal shall include a plan for replacement of the current Bilingual Target Language Proficiency Test and Bilingual Supplemental exam, required for Bilingual Supplemental: Spanish certification, with two exam options: Bilingual Spanish Supplemental and Bilingual Spanish Core Subjects with Spanish Language Arts & Reading EC-6. Each exam must ensure that a candidate is able to communicate, listen, read, write, and comprehend the Spanish language sufficiently (if required) to use it easily and readily in daily communication and teaching in the bilingual classroom; allows candidates to take it as one test and/or in parts to demonstrate proficiency in all areas; and includes options that allow candidates to retest as early as after 30 days from the last test attempt. The proposal shall also include a plan for the development of a new Bilingual Special Education exam. The new examinations will improve the ability to identify and select candidates with the requisite knowledge, skills, and abilities as reflected in the Classroom Teacher Certification Standards expressed in 19 TAC §235 and other relevant standards and/or rules as appropriate for the beginning teacher. The Bilingual Education Supplemental Special Education exam will not require language proficiency.

Each exam must be ready for administration no later than September 2026, or September 2027 for Bilingual Spanish Core Subjects with Spanish Language Arts & Reading EC-6. The proposer must submit a plan for creation of an enhanced selected response/constructed response for:

1. Bilingual Education Supplemental Special Education (September 2026);
2. Bilingual Education Spanish Supplemental (September 2026); and
3. Bilingual Spanish Core Subjects with Spanish Language Arts & Reading EC-6 (September 2027).

Proposer shall continue to maintain the current Bilingual Supplemental, and Bilingual Target Language Proficiency Test educator test item banks; administer, score, and report results; and provide customer support and client services in accordance with the general requirements below including Test Scope Administration, Scoring, and Reporting; Customer Support, Educator Preparation Program and Client Services as detailed below until such time that the old tests are phased out and/or replaced with new assessments.

Proposer shall complete Pricing Sheet A-3.

- C. English as a Second Language Certification Redesign: The proposal shall include a plan for redesign of the English as a Second Language (ESL) Supplemental and new Core Subjects EC-6 with ESL. The new examinations will improve the ability to identify and select candidates with

the requisite knowledge, skills, and abilities as reflected in the Classroom Teacher Certification Standards expressed in 19 TAC §235 and other relevant standards and/or rules as appropriate for the beginning teacher.

Each exam must be ready for administration no later than September 2028. The proposer must submit a plan for creation of an enhanced selected response/constructed response exam for:

1. Core Subjects EC-6 w/ESL
2. ESL Supplemental

Proposer shall continue to maintain the current ESL educator test item banks; administer, score, and report results; and provide customer support and client services in accordance with the general requirements below including Test Scope Administration, Scoring, and Reporting; Customer Support, Educator Preparation Program and Client Services as detailed below until such time that the old tests are phased out and/or replaced with new assessments.

Proposer shall complete Pricing Sheet A-4.

- D. Continue Test Development and Launch: The proposal shall include a plan for continuation of the development and oversee the initial launch of the exams below. The new examinations will improve the ability to identify and select candidates with the requisite knowledge, skills, and abilities as reflected in the Classroom Teacher Certification Standards expressed in 19 TAC §235 and other relevant standards and/or rules as appropriate for the beginning teacher.

Each exam must be ready for administration no later than September 2025 for Special Education Specialist EC-12 and Deafblind EC-12 and September 2027 for School Librarian and Reading Specialist. The proposer must submit a plan for pilot setting, standard setting and preparation for launch for the following exams:

1. Special Education Specialist EC-12
2. Deafblind
3. School Librarian
4. Reading Specialist

Proposer shall continue to maintain the current Special Education, School Librarian, and Reading Specialist test item banks; administer, score, and report results; and provide customer support and client services in accordance with the general requirements below including Test Scope Administration, Scoring, and Reporting; Customer Support, Educator Preparation Program and Client Services as detailed below until such time that the old tests are phased out and/or replaced with new assessments.

Proposer shall complete Pricing Sheet A-5.

- E. Maintenance and Administration of CTE and NON-CTE Content Exams including TX PACT: Proposer shall continue to maintain the current classroom educator test item banks; administer, score, and report results; and provide customer support and client services in accordance with the general requirements below including Examination Development; Test Administration, Scoring, and Reporting; and Customer Support and Client Services as detailed below until such time that the old tests are phased out and/or replaced with new assessments.

Proposer shall complete Pricing Sheet A-6.

General Requirements

Examination Development

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

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

Proposals shall include a plan to field test TECEP certification exams to determine their appropriateness, reliability, and validity as applied to, and minimum acceptable performance scores for persons with hearing impairments.

A. General Test Development Guidelines:

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

The involvement of classroom teachers and other stakeholders is critical to developing examinations that are job-related, valid, rigorous, and reliable. As specified in this RFP, during development and other activities, contractor shall convene advisory and performance standard-setting committees to advise TEA and the contractor. Each panel shall include public school and preparation program educators with recent, relevant classroom or campus/district experience and a demonstrated track record of improving student outcomes, who represent diversity in demographic, experience, and other relevant factors in the content areas from throughout Texas and shall be approved by TEA or the SBEC. Contractor shall actively recruit and maintain a comprehensive and searchable database of potential committee members for all testing areas. Content validation activities, including survey of additional educators in the field, must also be conducted when appropriate. Contractor is responsible for contacting and corresponding with committee members and other project participants and all meeting

arrangements and expenses. Meetings shall be held in Austin, Texas or other physical/virtual locations as designated and approved by TEA. Proposer shall recommend a cost-effective process for examination development and standard setting that will provide ongoing advice from practitioners and other stakeholders and result in examinations that are legally defensible. An explanation of how cut scores for passing the assessment will be established. The contractor shall provide verifiable evidence that in-house psychometricians assigned to the Texas project are highly qualified and sufficiently experienced in current, acceptable psychometric practices.

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

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

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

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

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

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

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

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

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

The proposal shall include a plan to ensure that all tests in the testing portfolio are reviewed and updated on a regular schedule to ensure alignment with changes in the Texas Essential Knowledge and Skills (TEKS), updates in rules, changes in state or federal laws, and adjustments to other professional criteria by the SBEC. Contractor shall produce new examination items for existing TExES, TASC, TASC-ASL, and other examinations developed to maintain currency of content and increase item banks used for operational forms to ensure sufficient versions of the tests are available to maintain examination integrity and security under conditions of frequent and/or ongoing examination administration. Proposer shall include the process, schedule, and number of additional SR and CR items to be produced for updating tests throughout the contract term to ensure a robust testing portfolio that allows for continuous offering of tests such that most tests are available to candidates as soon as 30 days after a failed attempt. The most recent exam form statistics are available in the [Annual Technical Administration Manual](#) found on the [Texas Educator Certification Examination Program](#) website

Test Administration, Performance Assessment Submission, Scope, Scoring, and Reporting

- A. Administer examinations under this RFP. Proposer must recommend a plan for administering the examinations, maintaining an operable performance assessment submission platform, by ensuring access and availability across the state. Proposal shall contain a comprehensive and detailed plan for all aspects of examination administration, including but not limited to candidate and client support and services; information dissemination; secure materials production and shipping; selection of site staff (including procedures to preclude illegal discrimination in the selection of site staff), staff training and use (e.g., number of proctors per candidate), testing of individuals needing accommodations or language examination with individual testing, and site management, including an on-site identification verification security system for examination security to include on-site identity assurance and verification (e.g., thumb scans, digital fingerprint, and photograph) of all candidates and problem resolution;

candidate registration; examination site characteristics such as proposed specifications and geographical locations; scoring processes (including holistic and analytic scoring, forensic reports, and reporting performance by domain and competency) and quality assurance; maintenance of historical and future examination records, candidate data, and documentation; and the implementation of technology for accessibility, accuracy, and cost-effectiveness.

- B. Accessibility is a key component of this project and should be designed, as much as is cost-effective and practicable, to meet the needs of all prospective candidates. TEA strives to reduce barriers to certification and seeks ideas for solutions with expanding access to testing. For example, on-going or frequent administrations should occur, at minimum, during peak times (e.g., March through July) in Texas urban areas with registration available up to 48 hours prior to the examination. Regular examination administrations must be located within 50 miles of educator preparation programs. TEA welcomes additional ideas to expand access to testing such as providing reduction in fees for candidates who have at least three unsuccessful attempts on the exam and/or providing fee vouchers for candidates in financial need.
- C. Implement testing accommodations to assure access. Appropriate testing accommodations must be made for persons with disabilities or health-related needs or other warranted needs, such as alternate testing days because of a religious conflict. Proposal must include a plan for how candidates request accommodations; how requests are processed, including timelines; procedures for notification to candidates; and the retention of documents relating to the requests.
- D. Implement computer-administered testing (CAT). Proposer shall provide a plan to maintain the number of CAT sites to ensure that at least one is located within 50 miles of all educator preparation programs and increase as necessary for accommodating registrants. These current and future sites must include college (4-year and community), university, and educational service center (ESC) locations. Proposer must submit a list of testing locations that indicates at least one testing site within 50 miles of each EPP. Proposal shall contain a plan for CAT availability during a minimum of all business days and at least 50% of weekend days during each year of the contract. The Proposal should contain recommendations, based on research, that will ensure the equity and validity of administering examinations via computer, including the proposer's plan to foster a superior testing experience including upkeep of hardware (white noise machines, computers, headphones, etc.), as well as provide appropriate testing accommodations as warranted to individuals with special needs, to maintain item confidentiality, and to conduct quality control between the day of the examination administration and the release of scores. Proposal shall contain a description of the Proposer's CAT workstations, test site audio-video recordings including within the testing room, additional hardware, and software. Test site video recordings must be stored for a minimum of 60 business days for all test centers including partner sites. Strategies used to protect confidential candidate and examination information must be described.
- E. Administer examinations outside of Texas to persons seeking Texas educator certification. The proposer shall charge the same SBEC-approved fee per examination for administering the examinations outside of Texas within the continental United States in major cities where tests are currently administered or comparable locations. The proposal must include the recommended list of major cities within each state in which the examination can be administered to candidates either on-demand or within four (4) weeks of receiving a request from a candidate in reasonably scheduled periodic intervals throughout the year. The

recruiting activities of Texas school districts that occur in that area of the country or state should be considered in proposing a plan for out-of-state examination administration. The proposal must also include the major cities test in Mexico and Puerto Rico where examinations may be administered to candidates. The proposal must also share information on how candidates in other countries may request to take certification exams. An international site fee of \$55 has been approved by the SBEC and may be charged to candidates testing outside the United States.

- F. Administer examinations to military personnel and their dependents, including non-military individuals employed at Department of Defense educational facilities. To support these individuals in becoming teachers in Texas, the contractor will administer the examinations through the Test Control Officer at military bases within and outside of the United States. Proposal shall include a plan for military testing, including registration, examination security, and score reporting. Examinations must be administered on the examination date or within four weeks after the examination date requested by the candidate or the Test Control Officer at the candidate's base. A supplemental fee per registration above the regular registration fee, as approved by the SBEC, may be charged to the candidate to help defray the costs of military testing.
- G. Provide accurate and timely reporting of meaningful scores. Proposer shall implement a uniform process for reporting scores after an examination administration to candidates, educator preparation programs, and TEA. The process must be the same for all test types (i.e., TExES, TXPACT, TASC, TASC-ASL, testing for languages other than English, testing for career and technical education licensure competency, testing for family and consumer sciences, and other examinations). Proposers are encouraged to recommend a process that will provide score reporting no later than seven (7) days for examinations with selected-response (SR) items only. The reporting timeline for tests other than CAT must be no later than 21 days for SR and 28 days for examinations which also include a constructed-response component, including performance assessments. Score reporting for constructed-response items and performance examinations shall include both holistic and analytic reporting. Scores for examinations taken at military bases outside of the continental United States must be reported within 37 days. Reporting to TEA shall be done by secured file transfer protocol (FTP) format, designated by TEA, no later than the workday before the scores are posted/sent to test takers and are available via the Proposer's website. Scores will be provided electronically to TEA at least two (2) times each week. See Attachment M for detailed specifications regarding file format and data elements required for TEA score reporting services. Reports to TEA and entities should include all existing reports and new requests as they emerge.
- H. Develop and maintain a historical database of candidate and psychometric performance including forensic reporting. Contractor shall establish a database containing candidate data from September 1, 2006, using data transferred from the current contractor's database and future data. Candidates shall be able to access all of their own score reports for tests administered September 1, 2006, and thereafter. Upon request from candidates and payment of a reasonable fee per duplicate score report, contractor shall provide to candidates or their designee their individual score reports from any examination administration that occurred on or after September 1, 2006. Contractor shall provide sufficient provisions for security, privacy, and record keeping.
- I. Provide electronic data access. Contractor shall provide TEA electronic access to examination data (including domain and competency level results), the format and scope to be approved by

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

- J. Produce psychometric data. Annually and after each administration as determined by TEA, contractor shall produce various psychometric and other forensic analyses of candidate performance, item performance, and examination form statistics as specified by TEA. These data shall be provided in both paper and secure electronic formats to be approved by TEA. Post-administration reports shall include the performance of candidates and include item-level statistics. Quarterly data shall include administration and other data required for legislative and TEA performance measures. Annual data shall include summary data for candidates as well as reliability, validity, and other psychometric data. Annual reports may include recommendations for examinations with low and high pass rates.
- K. Administer the TASC and TASC-ASL. Contractor shall continue the administration of the Texas Assessment of Sign Communication (TASC), which assesses sign communication skills of individuals seeking certification in Texas as teachers of students who are deaf or hard-of-hearing, and the TASC-American Sign Language (TASC-ASL), required of individuals seeking certification as a teacher of ASL. Approximately 50-75 candidates are expected to take these examinations annually. At least two administrations per year at a minimum of 5 sites must be conducted. TASC and TASC-ASL utilize a proficiency-interview format, whereby an interviewer conducts a 20-minute one-on-one interview in which the candidate demonstrates their expressive and receptive proficiency in sign communication. Contractor shall videotape the interview, have trained raters view the videotape and, using consensus scoring by three raters, holistically rate the candidate's proficiency based on an established rubric. Failing performances are reviewed for analytic feedback. Individuals who conduct the interviews and ratings must be sign communication experts of the highest caliber available. The TASC-ASL assesses proficiency only in ASL. Activities to be completed shall be consistent with work already done and processes (e.g., interview and rater training) already established for the TASC and TASC-ASL. Contractor shall provide expanded analytic diagnostics, for a fee not to exceed \$75, to TASC or TASC-ASL candidates who request such.
- L. Administer Braille Examinations. The contractor will offer braille examinations in Unified English Braille (UEB) (Test Code 283) formats. Both versions of the test include Nemeth Code. The quality of the braille must meet the standards established by the American Printing House for the Blind (APH) and the Braille Authority of North American (BANA).

Customer Support, Educator Preparation and Client Services

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

- A. Support of Texas Educator Preparation Programs (EPP). Contractor shall provide comprehensive informational support to educator preparation programs and school districts in response to inquiries received directly from staff and/or students. As directed by TEA,

contractor staff may attend professional conferences and meetings or make presentations to disseminate information and provide a deep dive into exam content. Contractor will implement a web-based system for reporting registration information, retake information, and other test-related data to EPPs in a user-friendly format to be specified by TEA. Contractor should schedule annual regional conferences/trainings with EPPs to prioritize preparation and remediation efforts in review of exam content and available preparation resources. Topics and timeframe to be approved by TEA as part of the annual workplan.

- B. Support of Public Information Requests (PIRs). Contractor shall provide information support to TEA in response to inquiries received through Public Information Requests (PIRs) or legislative entities within Texas. Contractor will produce data for information requests at no additional charge to the Agency. PIRs currently average about three per month requiring approximately nine hours of effort.
- C. Publication of Faculty Manual. Contractor shall provide a manual outlining all processes that pertain to examination registration, administration, scoring, and reporting. This manual shall be updated at least annually as changes are made to the testing program and shared with all EPPs.

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

- D. Development of Interactive Practice Tests. An interactive practice test is a full-length practice examination presented in the same or similar format as an actual test that includes correct answers, explanations for correct answers, and an automatic score summary. Information on the current interactive practice tests can be found on the test registration website. Proposer shall include a plan that specifies development of free or low-cost interactive practice tests for all current and future exams. Items must be of the highest quality with tight alignment to the test framework and represent the rigor and relevance of the actual test items. Results should be presented to the test-taker and their EPP.

- E. **Development of Representative Tests.** A representative test is an examination form that SBEC-approved educator preparation programs may purchase from the contractor to use in assessing their candidates' knowledge of the competencies contained in the examination framework. Representative test information is available on the test registration website. Representative forms have undergone committee and TEA review and approval, meet all operational item and form specifications, and contain at least the number of scorable examination items as on the actual examination for the field. Entities must meet requirements to maintain examination security. TEA currently owns more than 35 representative forms. Proposal must include a plan and process for continued sale of the current representative forms and for the development and marketing of one representative form for any new or revised operational examination. Representative forms for new or revised tests must be available at least 60 days before the new or revised tests are scheduled for their first administration. The cost of representative forms is subject to approval by TEA and is intended to enable the contractor to recoup some of the costs of development and marketing. Educator preparation programs may form cooperatives to purchase representative forms. Current representative forms are provided to entities on CD-ROM, or other relevant secure media. Proposal must include a plan for providing new and revised representative forms in the same format as the operational tests. Domain and competency performance are reported for candidates. Contractor staff shall be available to support preparation programs in use of the representative examinations, including conveying rationales for correct and incorrect examination item responses. Proposal shall contain a proposed cost (the same unit cost for each examination) for future sales of practice examinations to educator preparation programs.
- F. **Toll-Free Telephone Support.** Contractor shall implement a toll-free telephone line, available 24 hours per day, with an automated menu that provides options for callers to obtain answers to frequently asked questions. On regular working days from 7:00 AM to 6:00 PM Central Time, callers shall have the option to speak and instant message/chat directly with a contractor staff member trained to address questions and provide assistance. All requests must be responded to within 24 hours of receipt of request except for weekends and holidays.
- Proposer shall outline the capacity/capability to deliver these services. Proposals may include innovative approaches for staffing the support center to meet TEA requirements as well as for training support personnel. Documentation of types and frequency of questions asked must be made available to TEA staff quarterly. Contractor shall provide an annual report to TEA analyzing use of customer support services and customer satisfaction survey results.
- G. **Internet Access to Candidate Services and Information.** Contractor shall provide secure access through the Internet whereby candidates can view tests they are eligible to take, register and pay for testing, and print their admission tickets, with site information and valid directions to the testing center with information on the score release date for their registration. Candidates shall also be provided with information regarding the test attempt limits, when they have exceeded the limit, and how they may apply for a test-limit waiver. Candidates shall also have access to their scores via the website immediately upon release. Proposal shall contain a plan for ensuring the confidentiality of candidate identification and other issues relating to website security (including protection for payment information), fraud, and virus prevention. Proposer shall provide scheduling information that can be searched by date, by location, by test, and by a combination of those and other factors. Contractor shall provide test score reports at candidate request to other requesting entities (such as other state departments of education, certification standards boards, school districts and others) for a reasonable charge to the

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

- H. Analytical Diagnostic Reports. Contractor shall provide an enhanced score report that includes diagnostic feedback to candidates for all performance-based measures, including but not limited to the current BTLPT, TASC, TASC-ASL, Braille, ELAR 7-12, LOTE, and Principal as Instructional Leader examinations as well as any new or enhanced tests with performance-based measures. The Contractor shall provide a plan related to supports and interventions for individuals who engage in multiple attempts at an assessment without passing.
- I. Test-Related Information to Educator Preparation Programs. Contractor shall implement a web-based system such that educator preparation programs (EPPs) can access registration information of their candidates, performance information (including domain and competency level results) at the candidate level as well as in the aggregate, and other test reports. These data reports shall be available for each testing year from September 2006. Contractor shall provide ongoing score report information training and analysis to EPP staff including a plan to work with EPPs to further disaggregate the data to help institutions evaluate their curriculum to ensure that it is aligned with Texas Standards.
- J. Registration System. Contractor shall implement a single online and phone registration system for all Texas educator certification tests awarded to the contractor through the RFP process, except for that required to assist candidates with disabilities. Examination-related costs will not be greater than the cost set by the SBEC. Maximum registration fees will be determined by SBEC. It is intended that registration fees will not increase above current costs to candidates for at least the first three (3) years of the contract, except in the case of new examinations where the fee increase has been approved by the SBEC. The online registration system must allow candidates to search for available test locations and test dates easily and readily. Candidates qualifying for the military exemption shall be charged appropriate fees, which currently exclude the TEA share. Candidates shall be provided with contact information for assistance with the online registration and payment process if needed. Candidates shall be able to manage their own scheduled tests and payments. Proposer shall plan for an examination registration system with the following components:
 - 1. Candidates can register for an examination only for which they are approved by authorized educator preparation programs.
 - 2. Candidates who add certificates by examination (CBE) will be able to register for an examination only if they currently hold a valid Texas certificate.
 - 3. Out-of-state and out-of-country candidates will be allowed to register for exams only if they have completed the review of credentials process (ROC) and are approved to test by TEA.
 - 4. Candidates may not register for a sixth attempt of an examination without approval from TEA.
 - 5. Notification of a conflict will appear on the screen if candidates attempt to register in violation of TEA rules.

Contractor shall implement quality controls for examination registration, including processes to monitor registration (i.e., eligibility/authorization to test). It is critical that only eligible individuals take TEA examinations. Proposal shall contain recommended processes for quality

control for individuals registering through all routes to certification. Currently, this process uses a procedure whereby the educator preparation program identifies to TEA which examinations a candidate is authorized to take; the contractor develops a plan to upload information from TEA to verify a candidate's eligibility to test. Daily or real-time matching of contractor registration files to TEA eligibility files denies registration (if warranted) and sends notification to individuals who are not authorized for that examination. TEA similarly provides to contractor eligibility data for eligible candidates not in programs (e.g., examinations approved for individuals registering for out-of-state or seeking a temporary teacher certificate). See Attachment N for detail specifications regarding TEA's exam eligibility service. Proposer shall recommend the processes to be used for subsequent years. Because the vendor maintains test registrations, and demographic data must match between the vendor's educator account and the TEA educator account, the vendor must provide a secure service which TEA calls in order to provide the necessary demographic data for educator demographic changes. At TEA, this is referred to as the Educator Demographic Update service. It provides demographic updates every 10 minutes determined by timestamp on the educator demographic records. See Attachment O for more detailed information.

- K. Payment Options. Contractor shall route all test registration transactions through the Texas.gov payment system. Candidates are responsible for any convenience fees imposed by this payment system. Plans must include provisions for implementing the military fee exemption, which discounts the test registration fee by not charging qualified military service members, veterans, and spouses the state fee ordinarily embedded in certification testing fees. Those approved for the military fee exemption are flagged in the file and the following rules must be implemented in the registration system to charge the correct amount:
1. Approved Service Member: Any route except CBE. (CBE is allowed only for Marketing, Health Science, and PPR for Trade and Industrial Education for qualified educators.)
 2. Approved Veteran: Any route except CBE. (CBE is allowed only for Marketing, Health Science, and PPR for Trade and Industrial Education for qualified candidates.)
 3. Approved Spouse: Out of State/Out of Country route only
- L. TEA Access to Contractor Staff. Contractor shall ensure maximum direct access by TEA staff to contractor staff at the appropriate level needed to accomplish project objectives efficiently and effectively, including access to all contractor staff through direct email and phone contact.
- M. Testing Misconduct and Investigations. Contractor shall provide forensic support in identifying candidates who may have committed testing fraud (and/or otherwise engage in illegal or unethical activities related to activities conducted under this RFP), conduct investigations as directed by TEA, and provide relevant information to TEA. The proposal shall specify a procedure for verification of candidates' identity at the examination site and for identifying possible fraudulent candidates through various means, including based on an analysis of examination performance. Proposal shall contain a plan under which pertinent information, as approved by the TEA, shall be collected, used, maintained, and provided to TEA during the investigation and/or prosecution of cases; the plan shall provide for the tracking of items to establish chain of custody. Information and documentation to be collected by contractor and provided to TEA if requested includes, but is not limited to, irregularity reports containing pertinent details, answer documents, writing samples, seating charts, sign-in sheets, site personnel names and addresses, video and/or photographs (taken at the examination site by site personnel) of candidates, and other evidence. Proposal shall specify a process for, if

warranted as determined by TEA, interviewing and/or deposing contractor and examination site staff and others and, if required by TEA, for these personnel to provide personal testimony during hearings and/or other legal or exploratory activities.

- N. Testing Problems and Irregularities. Proposer shall provide a plan for timely notification to TEA of problems and irregularities at all examination administrations and activities. At minimum, this must include verbal and written (email) notification to TEA of significant irregularities (e.g., examination site power failures, fires, or other disruptions) on the first working day following the examination administration. Not later than five working days following the administration, contractor shall provide a listing of all site and candidate irregularities that occurred, including pertinent details such as the nature of the irregularity, the candidate(s) and examination site involved, the on-site resolution, and (if appropriate) the contractor's plan to prevent future similar occurrences. Proposal shall contain examples of Proposer's experience in resolving administration problems, including contingencies established to maintain administration quality (e.g., steps taken if severe weather occurs).
- O. Research. The proposal should recommend ongoing and ad hoc research relating to the examination program, including updates regarding other educator certification examinations administered by other states, and shall be conducted by the contractor annually or as directed by TEA.
- P. Technical Assistance, Reports, and Related Materials. The proposal shall include a plan for providing technical support to TEA, as identified by TEA, in areas such as test construction, standard setting, equating, validity, reliability, trend analysis, forensic legal review and advice, and historical information. Contractor shall be responsible for providing this technical assistance and for producing annual and ad hoc reports, publications, or presentations containing evaluations, recommendations, psychometric data, and other information related to the educator assessment program as directed by TEA. This technical assistance may be required at legislative committee meetings, legislative hearings, advisory group meetings, State Board for Educator Certification meetings, as well as other meetings. Contractor shall support reporting requirements for Title II and the Accountability System for Educator Preparation (ASEP) as directed by TEA. The Proposer is encouraged to provide sample reports and make recommendations on ways to improve the educator testing program using innovative reporting methods as it relates to test performance and the correlation between exam scores and student growth.
- Q. Title II. The proposal shall include a plan for supporting EPPs with their data submission. Section 205 of Title II of the Higher Education Act (as amended in 2008) requires EPPs to report data on the assessments used for teacher certification or licensure by the state. These data include the number of test takers, the number who passed, the pass rate, the average scaled score, and the minimum passing score for each assessment. This data must be reported for each IHE (Institution of Higher Education - traditional and alternative routes) and non-IHE-based alternative route. For Title II reporting, all traditional EPPs at a single IHE are to be considered a single program. Similarly, all alternative routes at a single IHE (or at a single non-IHE-based program) are to be considered a single program.

Meeting the federal requirement for pass rate reporting requires the collaborative effort of EPPs, State Departments of Education, and the selected contractor. To facilitate

communication among these three parties, a secure Web-based data transmission system must be maintained by the selected contractor.

Data is generally submitted by EPPs from October – November, and finalized in the early spring. This timeline is governed by the contractor that supported the US DE.

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

1.9. Collaboration

The awarded contractor 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 **Task, Activity, Deliverable, and Budget Plan**, or other schedules for deliverables as specified by TEA after consultation with the awarded contractor, including proposed deadlines for draft work products;
- Notifying TEA within 48 hours of project-related issues that negatively impact timelines;
- 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.);
- Responding within 5 business days to all requests for feedback on evaluation plans, methodology, analysis plans, instruments, data manipulation, analysis results, reports, etc.;
- Responding within 48 hours to inquiries regarding invoicing and document requests (as in the case of an audit);
- 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 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 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, as outlined in contractor-submitted monthly progress reports to ensure compliance with contract terms;
- Reviewing and approving monthly invoices (including disputing invoices as necessary and working with contractor to resolve disputes);
- Providing and coordinating feedback on all submitted reports;
- 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;
- Coordinating on-site presentations of findings prior to the submission of major deliverables; 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:

- Goods and/or services 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 goods and/or services 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 proposal 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 goods or services 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 goods and services 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 goods and/or services 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 goods and/or services 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;
- Conducting site visits to a contractor's facility;
- 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 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. Proposal Format

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

Proposal Format and Requirements:

- Proposals must be submitted as a portable document format (PDF) file containing all required components and attachments.
- 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., 2X-0XX_CompanyName_Proposal).
- 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 proposal are true and correct. Discovery of any false statement in the proposal may void the submitted proposal or any resulting contracts.
- Contractors must submit proposals electronically by ShareFile link.

2.2. Electronic Submission Process

Submission by ShareFile