



TEXAS HIGHER EDUCATION COORDINATING BOARD  
REQUEST FOR PROPOSALS (INTERAGENCY  
CONTRACT)

RFP NO. 781-1-6920

Online Professional Development Project

POSTING DATE:

July 22, 2011

DUE DATE FOR SUBMITTING QUESTIONS AND INTENT TO APPLY:

August 5, 2011

PROPOSAL DUE DATE AND TIME:

August 19, 2011 5:00 pm CST

**ONLINE PROFESSIONAL DEVELOPMENT PROJECT**  
**Texas Higher Education Coordinating Board**

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**1 DEFENITIONS**

When capitalized, the following terms and acronyms have the meaning set forth below:

**1. Applicant** – A Texas public institution of higher education as defined under Texas Education Code Section 61.003 (which includes university systems and community college districts), or a Texas education service center as established in Texas Education Code Chapter 8, which submits a Proposal in accordance with the terms and conditions of this RFP.

**2. Awarded Applicant** – The successful recipient ultimately awarded a Contract by THECB who is responsible for performing all services and activities required to fully comply with Contract performance requirements and all Contract terms and conditions.

**3. College and Career Readiness Standards** – The Texas College and Career Readiness Standards establish the knowledge and skills necessary to succeed in entry-level community college and university courses for high school graduates in English/language arts, social sciences, mathematics, science, and cross-disciplinary, foundational cognitive skills.

**4. Contract** – Any contract resulting from this solicitation.

**5. FERPA** – The Family Educational Rights and Privacy Act is a federal law regarding the privacy of student records and the obligations of the institution, primarily in the areas of release of the records and the access provided to these records. Any educational institution that receives funds under any program administered by the U.S. Secretary of Education is bound by FERPA requirements. Institutions that fail to comply with FERPA may have funds administered by the Secretary of Education withheld.

**6. Institution(s)** – A Texas public institution of higher education.

**7. Project Director** – Applicant staff member that will oversee all programmatic phases of the project. This designee is the primary contact for the THECB Point of Contact throughout the contract period. All project information and correspondence will be sent directly to the designated Project Director. In the event a change in the designation becomes necessary, a meeting or phone call must be arranged with the THECB Point of Contact to request approval of the new Project Director.

**8. Proposal** – The final document submitted by an Applicant to THECB in response to an in accordance with the terms of this RFP.

**9. THECB** – The Texas Higher Education Coordinating Board, an agency of the State of Texas.

**10. THECB Business Days** - Monday through Friday, 8:00 a.m. to 5:00 p.m., except for regularly observed State of Texas and national holidays.

**2 OVERVIEW OF FUNDING OPPORTUNITY**

The Texas Higher Education Coordinating Board (THECB) is currently seeking Proposals from public institutions of higher education and education service centers for the State program detailed in this Request for Proposal (RFP).

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**2.1 PROGRAM TITLE:** Online Professional Development Projects

**2.2 SYNOPSIS OF PROGRAM**

The purpose of this project is to create readily available, online professional development opportunities for faculty to learn the most effective strategies and “best practices” for improving both undergraduate teaching and learning in a number of critical areas.

**2.3 PROGRAM PURPOSE**

The purpose of this project to create readily available, online professional development opportunities for faculty to learn the most effective strategies and “best practices” for improving both undergraduate teaching and learning in a number of critical areas. The THECB has already funded the development of online professional development modules in critical thinking, reading comprehension, foreign language instruction, and best practices in online/hybrid education. These modules can be found at <http://www.txprofdev.org>. The first of the two projects described below (“writing across the curriculum”) addresses a deficiency that many students have: a lack of strong writing skills that transcend disciplinary boundaries and allow students to clearly communicate through the written word. The second project described below (“best practices in undergraduate teaching and learning”) addresses the need to provide faculty, especially beginning faculty, with on-demand professional development opportunities that address how to best incorporate recent pedagogical theories in teaching and learning into undergraduate general education courses for enhanced learning and increased student engagement, retention, and success.

All funded professional development projects must include the integration of the College and Career Readiness Standards adopted by the THECB. All projects should be aimed at entry-level courses to better prepare students to continue beyond the first year of college. The topics prioritized by the THECB are the following:

- Writing across the curriculum: Modules should include effective strategies for teaching writing across the general education curriculum. These modules are primarily intended for faculty teaching entry-level courses in disciplines other than English and for whom teaching writing is not a part of their training. Modules should be broad enough to enhance the teaching of writing across disciplines. A secondary audience for these modules is high school faculty, especially those that teach dual credit courses. A tertiary audience for these modules is students enrolled in teacher education programs.
- Best practices in undergraduate teaching and learning: Modules should include effective strategies to improve undergraduate teaching and learning. These modules should include discussion of contemporary pedagogical and learning theories as they relates to improving student retention and success in first-year college general education courses. Modules should include specific examples of learning theory application in a wide variety of general education courses and should be broad enough to enhance teaching across disciplines. A secondary audience for these modules is high school faculty, especially those that teach dual credit courses. A tertiary audience for these modules is students enrolled in teacher education programs.

**Each professional development project should draw on solid research and effective teaching practices to inform the development and content of the online modules.**

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## **2.4 PROGRAM AUTHORITY**

Section 61.0762 of the Texas Education Code, entitled "Programs to Enhance Student Success," was created by the Third Special Called Session of the 79<sup>th</sup> Texas Legislature. The Provisions of Section 61.0762 provide that in order "[t]o implement the college readiness and success strategic action plan adopted under Section 61.0761 and to enhance the success of students at institutions of higher education," give the Coordinating Board the charge to develop, in part, "professional development programs for faculty of institutions of higher education on college readiness standards and the implications of such standards" as well as "other programs as determined by the Board that support participation and success goals in 'Closing the Gaps,' the state's master plan for higher education."

## **2.5 BACKGROUND / STATEMENT OF WORK**

The Awarded Applicant shall provide the Texas Higher Education Coordinating Board with the development of one of the following professional development module projects:

- Writing Across the Curriculum
  - Develop a set of 12-15 online professional development modules using a variety of media including, but not limited to: text, graphics, audio, video, and animation.
  - Modules must include strategies identified in current theories on writing across the curriculum as well as best practices.
  - Modules should provide an online toolkit of resources for faculty including bibliographies, sample lessons, examples of assignments, teaching tips, assessment instruments, and other relevant materials.
  - Modules should be designed to appeal to instructors of entry-level college courses in a wide variety of disciplines.
  - Modules should be presented in such a way that end users can pick and choose materials to review as "just in time" professional development.
  - Modules must incorporate the appropriate portions of the Texas and Career College Readiness Standards and consider the ways in which writing across the curriculum can be used to further these standards and better prepare students to continue beyond the first year of college.
  - Modules should be accessible to all users in multiple environments—work, library, home, etc.
  - Modules must be compliant with Section 508 of the American with Disabilities Act.
  - Submit copies of web files to THECB at the time of acceptance of the vendor's work to ensure that the agency maintains a copy of the most current version of the website. The vendor may not post any content to the website without prior approval of the agency or its designee. To accomplish this review and approval process, the contract must provide a Content Management System that manages the changes to be applied to the website as well as provides the workflow management required for agency approval of the content.
  - Include a plan for dissemination and sustainability after the delivery of the materials.
  
- Best Practice in Undergraduate Teaching and Learning
  - Develop a set of 12-15 online professional development modules using a variety of media including, but not limited to: text, graphics, audio, video, and animation.
  - Modules must address current theories in undergraduate pedagogy and learning as well as address demonstrated best practices for improving undergraduate teaching and learning.

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- Modules should provide an online toolkit of resources for faculty including bibliographies, sample lessons, examples of assignments, teaching tips, assessment instruments, and other relevant materials.
- Modules should be designed to appeal to instructors of entry-level college courses in a wide variety of disciplines.
- Modules should be presented in such a way that end users can pick and choose materials to review as “just in time” professional development.
- Modules must incorporate the appropriate portions of the Texas and Career College Readiness Standards and consider the ways in which improved undergraduate teaching can be used to further these standards and better prepare students to continue beyond the first year of college.
- Modules should be accessible to all users in multiple environments—work, library, home, etc.
- Modules must be compliant with Section 508 of the American with Disabilities Act.
- Submit copies of web files to THECB at the time of acceptance of the vendor’s work to ensure that the agency maintains a copy of the most current version of the website. The vendor may not post any content to the website without prior approval of the agency or its designee. To accomplish this review and approval process, the contract must provide a Content Management System that manages the changes to be applied to the website as well as provides the workflow management required for agency approval of the content.
- Include a plan for dissemination and sustainability after the delivery of the materials.

**3 ELIGIBILITY INFORMATION**

**3.1 FUNDING METHODOLOGY**

Texas public institutions of higher education, as defined under Texas Education Code Section 61.003, which include university systems and community college districts, and Texas education service centers, as established in Texas Education Code Chapter 8, are eligible to submit a Proposal in accordance with the terms, conditions, and instructions of this RFP.

**3.2 MAXIMUM NUMBER OF SUBMISSIONS BY APPLICANT**

Based upon the prescribed services outlined in this RFP, Eligible Applicants may submit only one (1) Proposal.

**4 INTENT TO APPLY GUIDELINES**

Institutions intending to submit a Proposal for participation in THECB RFP No. 781-1-6920 are requested to submit an Intent to Apply by July 20, 2011. The Intent to Apply must be sent by email to Dr. Van L. Davis, [van.davis@thecb.state.tx.us](mailto:van.davis@thecb.state.tx.us).

The Intent to Apply email should contain the following information:

- Subject line of email – “Intent to Apply for THECB RFP 781-1-6920
- Identity of Applicant (Institution or organization)
- Name, address, telephone number, and email address of Applicant Point of Contact.

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**5 AWARD INFORMATION**

**5.1 TYPE OF AWARD**

These project will be funded through state appropriated money associated with THECB's College Readiness and Success initiatives.

THECB will negotiate a contract with Awarded Applicant (sometimes referred to in this RFP as the "Contract" or the "Anticipated Contract"). Appendix C represents the Anticipated Contract which will be entered into with the Awarded Applicant and lists the additional terms and conditions governing this RFP. Submission of a Proposal confers no rights of Applicant to an award or to a subsequent Contract, if there is one. The issuance of this RFP does not guarantee that a Contract will ever be awarded. THECB reserves the right to amend the terms and provisions of the RFP, negotiate with Respondent, add, delete, or modify the Contract and/or the terms of Proposal submitted, extend the deadline for submission of Proposal, or withdraw the RFP entirely for any reason solely at THECB's discretion. An individual Proposal may be rejected if it fails to meet any requirement of this RFP. THECB may seek clarification from Respondent at any time, and failure to respond within five (5) working days is cause for rejection of a Proposal. Upon execution of a Contract resulting from this RFP, the terms "Request for Proposals" and "Proposal" shall have the same meaning as the term "Contract."

**5.2 MAXIMUM FUNDING AMOUNT AND NUMBER OF AWARDS ANTICIPATED**

The THECB anticipates awarding two Contracts through this RFP (one for writing across the curriculum and one for best practices in undergraduate teaching and learning). The Contract amount for each award is anticipated not to exceed \$165,000.

**5.3 PERIOD OF PERFORMANCE**

It is anticipated that the project will commence upon the execution of an interagency contract between the Coordinating Board and the Awarded Applicant (see Anticipated Contract in Appendix C). All funds must be expended by April 30, 2013, and a final electronic version of the modules in a format specified by the Coordinating Board must also be submitted to the Coordinating Board by that date.

**5.4 COST SHARING OR MATCHING**

Although cost sharing or matching is not a requirement, **institutions that include cost sharing or matching will be awarded five extra evaluation points.**



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**6 CALENDAR OF EVENTS**

The solicitation process for this RFP will proceed according to the schedule below. The THECB reserves the right to revise this schedule or any portion of this RFP by published addendum.

<b>Event</b>	<b>Date</b>
RFP Posting Date (THECB Website and TexasOnline eGrants)	July 22, 2010
Due Date for Submitting Intent to Apply	August 5, 2011
Due Date for Submitting Questions August	10, 2011
Official Response to Questions	August 11, 2011 (or as soon thereafter as possible)
Proposal Due Date and Time	August 19, 2011
Expected Award of Contract	August 2011

Any amendment to this RFP will be stated in the form of an addendum to all Applicants that have submitted a Notice of Intent or a Proposal. Receipt of all addenda, if any, to this RFP should be acknowledged by returning a signed copy of each addendum with the submitted Proposal. The official response to submitted questions and all addenda will be emailed to the institutions and organizations that have submitted an Intent to Apply. All responses by THECB must be in writing in order to be binding.

**7 INQUIRIES**

**Applicants shall direct all questions and communications concerning this RFP in writing to the Point of Contact listed below before the due date for submitting questions listed above.**

THECB DIVISION POINT OF CONTACT:

Name: Dr. Van L. Davis

Phone: (512) 427-6223

Fax: (512) 427-6168

Email: [van.davis@thech.state.tx.us](mailto:van.davis@thech.state.tx.us)

Applicants shall make no contact with other THECB personnel regarding this RFP, except as permitted by the THECB Point of Contact as listed above.

*Failure to comply with the RFP requirements may result in disqualification of the Applicant's Proposal.*

**8 PROPOSAL REQUIRED CONTENTS**

Submitted Proposals must contain the following contents:

**8.1 Transmittal Letter**

**8.2 Proposal Cover Page**

**8.3 Table of Contents**

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**8.4 Abstract**

**8.5 Narrative**

**8.6 Budget**

**8.7 Timeline**

**8.8 Project Evaluation Plan**

**8.9 Abbreviated Vitae of Key Project Staff**

**9 SELECTION CRITERIA**

The Proposal evaluation form to be used by reviewers appears as Appendix A, Proposal Evaluation Form.

**9.1 PROFESSIONAL DEVELOPMENT CONTENT SELECTION (25 points)**

Does the Applicant demonstrate expertise in the content area of the professional development modules? Has the Applicant included a list of module topics that is appropriate for the content of the professional development modules? Has the Applicant demonstrated that the proposed content is grounded in recent pedagogy and research?

**9.2 PRIOR EXPERIENCE WITH PROGRAM DESIGN (15 points)**

Does the Applicant have experience with similar projects? Does the Applicant have experience developing and offering faculty professional development? Does the Applicant have experience managing projects of similar size and scope?

**9.3 QUALIFICATIONS OF KEY PERSONNEL (15 points)**

Are there key personnel assigned to the project with sufficient technical abilities, project management experience, and/or content knowledge to successfully execute the project? Do key personnel have any experience working on projects of similar size and scope?

**9.4 QUALITY OF MANAGEMENT AND EVALUATION PLAN (25 points)**

Is the Applicant partnering with any other institutions or organizations? Is there an individual (or individuals) clearly designated as the program manager? Is the timeline for program completion realistic and provide clear benchmarks for measuring program progress? Are there clear goals, activities, and outcomes that can be used to measure program effectiveness? Has the Applicant included clear measurements for assessing the program and outlined the methods that will be used to gather data?

**9.5 QUALITY OF DISSEMINATION PLAN (10 points)**

Does the Applicant include a clear and specific plan for dissemination of the finished modules beyond posting the material to the THECB's [www.txprofdev.org](http://www.txprofdev.org)? Does the Applicant include plans on how to publicize the availability of the modules to different audiences including community and technical college faculty, university faculty, higher education staff and administrators, and, where appropriate, public education faculty and staff.

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**9.6 PROGRAM COST AND ADEQUACY OF RESOURCES (10 points)**

Does the Applicant have adequate resources in place to successfully complete the project? Is a clear, accurate budget included? Do the costs in the budget accurately reflect the project deliverables? Are all expenses listed in the budget appropriate for and allowable under the project?

**10 ORGANIZATION OF PROPOSAL**

**10.1 TRANSMITTAL LETTER**

A Transmittal Letter addressed to the Point of Contact (see Section 7) that identifies the person or entity submitting the Proposal and includes a commitment by that person or entity to provide the services required by THECB through this RFP and Anticipated Contract (Appendix C). The letter must specifically identify that the Proposal is in reference to the Online Professional Development Project, RFP No. 781-1-6920. The Transmittal Letter shall state the Proposal is good for ninety (90) days.

The letter must include "full acceptance of the terms and conditions described in this Request for Proposals, including as detailed in the Anticipated Contract." Any exceptions to any provisions of this RFP or of the Anticipated Contract must be specifically and clearly identified in the letter and the Applicant's proposed alternative must also be provided..

Applicants cannot take a "blanket exception" to this entire RFP, including its Anticipated Contract. If any Applicant takes a "blanket exception" to this entire RFP or any parts of its Anticipated Contract or does not provide proposed alternative language, the Applicant's Proposal may be disqualified from further consideration.

Applicants are encouraged to submit written questions during the official question and answer period regarding the terms and conditions of this RFP, including its Anticipated Contract. However, any exceptions may disqualify the Proposal from consideration for an award. The letter must state, "The Proposal enclosed is binding and valid at the discretion of the THECB."

Any terms and conditions attached to the Proposal will not be considered unless specifically referred to in this RFP or Anticipated Contract and Applicant's attachment of such terms and conditions to a Proposal may disqualify the Proposal.

The Transmittal Letter must be signed by a person legally authorized to bind the Applicant.

**10.2 COVER PAGE**

Each Proposal must contain a cover page that provides contact information and an authorized signature for submitting the Proposal. The cover page must include the following information:

- Institutional name
- Full address
- Institutional point of contact
- Contact phone number
- Contact fax number
- Contact email address
- Authorized signature
- Printed name and title
- Date

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### **10.3 TABLE OF CONTENTS**

A Table of Contents must be included with respective page numbers opposite each topic. The Proposal must contain the items in sequence as outlined under this section.

### **10.4 ABSTRACT**

The Abstract, limited to two hundred (200) words, highlights key points of the program. The Abstract must include the identification of the Applicant, the defined goals and objectives, and a brief rationale for selected strategies to achieve the goals and objectives.

### **10.5 NARRATIVE**

The Narrative should not exceed twenty-five (25) pages. The Narrative must address each of the following.

#### **10.5.1 Project Summary**

Briefly describe the proposed project including the rationale behind the proposed project. Describe the problem to be addressed and briefly summarize the proposed activities. Describe in detail how the design team plans to address the stated objectives. Where applicable, reference the success of similar initiatives and how the proposed approach will incorporate the elements of other successful project.

#### **10.5.2 Professional Development Content Selection**

Identify the major content you plan to include in the professional development project (i.e., writing across the curriculum or best practices in undergraduate teaching and learning) and module topics. The funded professional development project should pay particularly close attention to the appropriate standards included in the Texas College and Career Readiness Standards. The project should be aimed at faculty teaching entry-level courses to better prepare students to continue beyond the first year of college. The professional development modules should draw on solid research on either writing across the curriculum or undergraduate teaching and learning. Modules should be designed to appeal to instructors of entry-level courses in a wide variety of academic disciplines.

#### **10.5.3 Institutional Readiness and Prior Experience with Program Design**

Describe the institution's capacity for the project. If applicable, indicate whether or not the institution has mature instructional technology resources to support the development of this project. Indicate previous experience offering technology-enhanced and/or online courses, modules, or other successes that particularly position the institution for this project. Indicate previous experience in creating and offering professional development.

#### **10.5.4 Qualifications of Key Personnel**

Identify the personnel who will lead the design and content development for the project and briefly list their qualifications for working on this project. Institutional teams should be made up of multiple players that should include faculty and/or experts in the field (key to creating high-quality content and sound pedagogy), instructional technology staff (key to creating the technological infrastructure to support the project), and other individuals necessary to carry out the project.

#### **10.5.5 Management Plan**

Describe the project timeline/timetable for all activities of the project. Make sure to include specific project goals and objectives and the anticipated delivery dates. Include in this section discussion of how the Applicant intends to work with any partners, partner organizations, agencies, or entities in the development of the modules. Special attention

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should be paid to partnerships with other higher education institutions during the content development and piloting phases of the grant.

**10.5.6 Evaluation Plan**

The Applicant shall provide a description of how the goals and objectives of the proposal will be evaluated. Key goals should be addressed with special attention focused on the evaluation of the delivery of the modules and the evaluation of the pedagogical content. The evaluation plan should also include the following:

Key goals

- Anticipated activities/strategies for achieving goals
- Anticipated short- and long-term outcomes
- Measures that the Applicant will use to evaluate the success of each strategy
- Stakeholders impacted by the key goals
- Methods used to gather evaluation data

Evaluation activities should be included in the project timeline. The methods used should be both qualitative and quantitative, and all stakeholders should be included. The Applicant should include a short description of individuals responsible for conducting the evaluation and their qualifications. The Applicant must have the authority to gather, review, and report to the THECB appropriate data from all partners. The THECB evaluator will send standard data entry and transmission instructions and program evaluation reporting templates to awardees. The Applicant must designate an individual who will be responsible for generating these data and reports as well as submitting them to the THECB.

**10.5.7 Dissemination Plan**

Explain how the project will be shared and distributed to other institutions beyond the THECB's [www.txprofdev.org](http://www.txprofdev.org) website.

**10.6 BUDGET**

THECB reserves the right to negotiate an award amount with selected Applicant(s). The Applicant must include a budget for the period stated in Section 2, paragraph 2.6. The Budget format is provided in Appendix B. Brief explanations of budget line items are provided below:

The THECB does not guarantee a specific compensation to the Awarded Applicant throughout the term of the project period. No minimum compensation to the Applicant is guaranteed.

**10.6.1 *Project Director or Co-Director.*** Include salaries projected for the Project Director and Co-Director(s) employed by the Awarded Applicant to design, implement, and manage the program.

**10.6.2 *Other Professional Staff.*** Other professional staff, including salaried faculty.

**10.6.3 *Support Staff.*** Include salaries for support staff such as secretarial, clerical, or other classified staff supporting the administration of the program.

**10.6.4 *Fringe Benefits.*** Since public community colleges and technical institutions are funded through state appropriations, those fringe benefits likely will be paid from another account. For Applicant, include on this line only those fringe benefits projected to be paid from grant funds.

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**10.6.5 *Travel.*** Include travel costs associated with the design, implementation, and management of the program.

**10.6.6 *Professional, Consultant, or Other Fees.*** Include fees paid to professionals, consultants, or other non-staff personnel necessary to provide appropriate services for the program.

**10.6.7 *Faculty or Partner Incentives*** (if applicable). Include costs associated with any incentives provided for partners or faculty.

**10.6.8 *Other Direct Costs.*** Include other direct costs including faculty/administrator materials, supplies, and non-capital expenses necessary for successful program implementation.

## **11 SUBMISSION INSTRUCTIONS**

### **11.1 PROPOSAL PREPARATION INSTRUCTIONS**

Proposals must be typed, double spaced, on 8 1/2" x 11" paper, clearly legible, with all pages sequentially numbered and **submitted electronically in a single .PDF (Portable Document Format), no larger than 5MB.** The proposed Applicant's name and the RFP number and title must be typed at the top of each page. Do not use a font smaller than 11.

Proposals must be submitted to Dr. Van L. Davis, [van.davis@thehb.state.tx.us](mailto:van.davis@thehb.state.tx.us).

Subject line must state: "Proposal for THECB RFP 781-1-6920"

**PROPOSALS DUE DATE AND TIME : August 19, 2011 BY 5:00 PM**  
**(CENTRAL TIME IN AUSTIN, TEXAS)**

**LATE PROPOSALS WILL NOT BE ACCEPTED. NO MAILED, HAND-  
DELIVERED, OR FAXED PROPOSALS WILL BE ACCEPTED.**

Subject to the Public Information Act, Applicants may protect trade and confidential information from public release. Trade secrets or other confidential information submitted as part of a Proposal shall be clearly marked at each page it appears. Such marking shall be in boldface type of at least **14 point font**.

### **11.2 COST OF PROPOSAL PREPARATION**

All costs associated with the preparation and submissions of a Proposal for this RFP are the responsibility of Applicant. These costs shall not be chargeable to THECB by any successful or unsuccessful Applicant.

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**11.3 PROPOSAL DELIVERY AND LATE PROPOSALS**

Proposals must be submitted by an authorized agent of the Applicant.

Proposals shall be considered to be "on time" if they are received on or before the established deadline date and time. Respondent shall be solely responsible for ensuring that Proposal is received by THECB prior to the deadline outlined in this solicitation. THECB shall not be responsible for failure of electrical or mechanical equipment, operator error, or inability of a delivery agent, if applicable, to deliver a Proposal prior to the deadline. Failure to respond in a timely manner to this request shall result in Respondent losing the opportunity to receive a grant under this program. A late Proposal, regardless of circumstances, shall not be evaluated or considered for award.

**11.4 CONFLICT OF INTEREST**

Applicants must disclose any existing or potential conflicts of interest relative to the performance of the requirements of this RFP. Failure to disclose a conflict of interest may be cause for disqualification of a Proposal or termination of a Contract resulting from this RFP. If, following a review of this information, it is determined by THECB that a conflict of interest exists, Applicants may be disqualified from further consideration.

**11.5 CONFLICTING RFP LANGUAGE**

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

**APPENDIX A: PROPOSAL EVALUATION FORM**

**PROPOSAL SCORING SHEET**

**Online Professional Development Project**

Proposal No:

**INSTRUCTIONS FOR EVALUATORS**

- a Enter the Proposal Number for the proposal to be scored in the yellow highlighted field above.
- b Evaluate the Proposal per instructions, requirements and evaluation guidelines.
- c Provide justification narrative for scoring in the text box provided; include relevant strengths, weaknesses, risks.
- d Enter scores for each Criterion in yellow highlighted fields provided; DO NOT enter more than one score per Criterion.
- e Provide Summary Evaluation Comments in the text box provided at the bottom of the sheet.
- f Print this Proposal Scoring Sheet in predefined format.
- g Complete the fields below for signature, printed name and date.
- h Submit one (1) Proposal Scoring Sheet for each proposal evaluated.

**Point Key**

- 0 **Unacceptable**
- 1 **Poor/Marginal**
- 2 **Average/Good**
- 3 **Very Good**
- 4 **Superior**

Requirement	Evaluation	Evaluator Justification & Scoring						
Criterion								
<b>1</b> Professional Development Content Selection	The Applicant has knowledge and skill in developing appropriate content for the professional development modules that is grounded in recent pedagogy and research.	The proposal includes answers to the following questions: Does the Applicant demonstrate expertise in the content area of the professional development modules? Has the Applicant included a list of module topics that is appropriate for the content of the professional development modules? Has the Applicant demonstrated that the proposed content is grounded in recent pedagogy and research?	<i>Enter justification here</i>					
			0 points	1 point	2 points	3 points	4 points	SCORE
								0.00 GRADE
								6.25 WEIGHT
		0.00	0.00	0.00	0.00	0.00	0.00 WEIGHTED	
<b>2</b> Prior Experience with Program Design	The Applicant has experience with similar projects that have been successfully executed and a background in the design of professional development.	The proposal includes answers to the following questions: Does the Applicant have experience with similar projects? Does the Applicant have experience developing and offering faculty professional development? Does the Applicant have experience managing projects of similar scope and size?	<i>Enter justification here</i>					
			0 points	1 point	2 points	3 points	4 points	SCORE
								0.00 GRADE
								3.75 WEIGHT



**APPENDIX A: PROPOSAL EVALUATION FORM**

			0.00	0.00	0.00	0.00	0.00	0.00	0.00	WEIGHTED
<b>3</b> Qualifications of Key Personnel	The Applicant has adequate key personnel with sufficient knowledge and skill to execute the project.	The proposal includes answers to the following questions: Are there key personnel assigned to the project with sufficient technical abilities, project management experience, and/or content knowledge to successfully execute the project? Do key personnel have any experience working on projects of similar size and scope?	<i>Enter justification here</i>							
			<b>0 points</b>	<b>1 point</b>	<b>2 points</b>	<b>3 points</b>	<b>4 points</b>	<b>SCORE</b>		
								0.00 GRADE		
			0.00	0.00	0.00	0.00	0.00	0.00	0.00	WEIGHTED
<b>4</b> Quality of Management and Evaluation Plan	The Applicant has demonstrated the presence of a sufficient management and evaluation plan that takes into account project objectives and will allow for the successful execution of the project in a timely manner.	The proposal includes answers to the following questions: Is the Applicant partnering with any other institutions or organizations? Is there an individual (or individuals) clearly designated as the program manager? Is the timeline for program completion realistic and provide clear benchmarks for measuring program progress? Are there clear goals, activities, and outcomes that can be used to measure program effectiveness? Has the Applicant included clear measurements for assessing the program and outlined the methods that will be used to gather data?	<i>Enter justification here</i>							
			<b>0 points</b>	<b>1 point</b>	<b>2 points</b>	<b>3 points</b>	<b>4 points</b>	<b>SCORE</b>		
								0.00 GRADE		
			0.00	0.00	0.00	0.00	0.00	0.00	0.00	WEIGHTED
<b>5</b> Quality of Dissemination Plan	The Applicant has provided a plan that will assist in disseminating the modules to the widest possible audience.	The proposal includes answers to the following questions: Does the Applicant include a clear and specific plan for dissemination of the finished modules beyond posting the material to the THECB's <a href="http://www.txprofdev.org">www.txprofdev.org</a> ? Does the Applicant include plans on how to publicize the availability of the modules to different audiences including community and technical college faculty, university faculty, higher education staff and administrators, and, where appropriate, public education faculty and staff.	<i>Enter justification here</i>							
			<b>0 points</b>	<b>1 point</b>	<b>2 points</b>	<b>3 points</b>	<b>4 points</b>	<b>SCORE</b>		
								0.00 GRADE		
			0.00	0.00	0.00	0.00	0.00	0.00	0.00	WEIGHTED

**APPENDIX A: PROPOSAL EVALUATION FORM**

<b>6</b> <b>Program Cost and Adequacy of Resources</b>	The Applicant's budget and human resources are sufficient to successfully complete the project.	The proposal includes answers to the following questions: Does the Applicant have adequate resources in place to successfully complete the project? Is a clear, accurate budget included? Do the costs in the budget accurately reflect the project deliverables?	Enter justification here					
			0 points	1 point	2 points	3 points	4 points	<b>SCORE</b>
								0.00 GRADE
			0.00	0.00	0.00	0.00	0.00	2.50 WEIGHT 0.00 WEIGHTED
<b>Evaluator Signature:</b>		Enter Summary Evaluation Comments here:			<b>Description</b>	<b>Maximum</b>	<b>Proposal</b>	<b>Scoring</b>
<b>Evaluator Printed Name:</b>					<b>Total Possible Score</b>	<b>100</b>	<b>0.00</b>	<b>Actual Weighted Scores</b>
<b>Date of Evaluation:</b>							<b>0%</b>	<b>Actual Percentage Score</b>

**ONLINE PROFESSIONAL DEVELOPMENT PROJECT  
Texas Higher Education Coordinating Board**

**APPENDIX B**

**PROGRAM BUDGET TEMPLATE**

I. RFP Budget Line Item	II. Item Description	III. Purpose and Explanation	IV. Percent of Time on Project	V. Amount
10.6.1	Project Director, Co-Director			
10.6.2	Other Professional Staff			
10.6.3	Support Staff			
10.6.4	Fringe Benefits			
10.6.5	Travel			
10.6.6	Professional, Consultant or Other Fees			
10.6.7	Faculty or Partner Incentives (if applicable)			
10.6.8	Other Direct Costs			
<b>Total ALL Program Costs (Equals total of 10.6.1 through 10.6.8 above)</b>				
	<b>Cost Sharing from Applicant (if applicable)</b>			
<b>Proposal Amount (Equals ALL Program Costs LESS Cost Sharing)</b>				\$ -

APPENDIX C

ANTICIPATED INTERAGENCY CONTRACT

THECB Contract Number: {bmsReference}

STATE OF TEXAS §  
COUNTY OF TRAVIS §

**ANTICIPATED CONTRACT**  
**INTERAGENCY CONTRACT**

This Contract is entered into by and between the Texas State Agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of the Interagency Cooperation Act, Texas Government Code, Chapter 771.

**Section 1.0 CONTRACTING PARTIES:**

*Receiving Agency:* Texas Higher Education Coordinating Board  
1200 East Anderson Lane  
Austin, Texas 78752

*Performing Agency:* {contracted\_party}  
{contractedPartyAddress}  
{contractedPartyCity}, {contractedPartyState}  
{contractedPartyZip}

*Performing Contractor’s Remittance Address  
(if different from Permanent Mailing Address listed above):*

{billing\_address}

**Section 2.0 PURPOSE:**

{description}

**Section 3.0 STATEMENT OF SERVICES TO BE PERFORMED:**

**A. SERVICES:** During the Contract Term, the Performing Agency shall provide the following services (“Services”):

{statement of Work}

**B. CHANGE ORDERS OR AMENDMENTS:** Performing Agency shall maintain an ongoing relationship with THECB during the Contract Term and will collaborate with the THECB on any modifications that may be necessary to the Services to meet the objectives of this Contract. A change may not be made to the Services except by a written request for change signed by the THECB and Performing Agency (a “Change Order” or “Amendment”). Each Change Order shall be sequentially numbered and deemed to automatically incorporate the terms of this Contract. Any alterations, additions, or deletions to the terms of this Contract shall be by an Amendment or Change Order in writing and executed by both Parties to this Contract. All amendments shall be

approved by THECB's Program Manager prior to THECB's execution. No contract amendment shall occur without the issuance of a written contract amendment by THECB's Contract Management Services office. Costs not included and pre-approved by THECB shall not be eligible for reimbursement.

To the extent applicable laws, regulations, court orders, or official interpretations require either Party to include additional language in its contracts, each agrees to amend this Contract and to cooperate in the execution of any amendment to this Contract necessary to effectuate such laws, regulations, court order, or official interpretations unless the effect of such laws, regulations, orders or interpretation is to render performance hereunder impossible or in violation of law.

- C. INVOICES:** Performing Agency shall, in a good and satisfactory manner carry out the Services as called for in this Contract. Submission of an invoice shall constitute Performing Agency's certification that the Services have been performed in accordance with this Contract. For contracts for goods and/or services, Performing Agency shall submit itemized monthly invoices to THECB for payment of performed Services.

**Section 4.0 CONTRACT AMOUNT AND PAYMENT FOR SERVICES:**

- A. CONTRACT AMOUNT:** The total costs to be reimbursed by THECB to the Performing Agency during the term of this Contract shall not exceed **{total\_\$}, {total\_\$\_extended}** ("Contract Amount").

**B. PAYMENT FOR SERVICES:**

1. The basis for computing reimbursable costs shall be as follows (indicate below with an "X" as applicable):

- Services of employees
- Service of materials
- Services of equipment
- Subcontracting costs or purchases of equipment
- Other: \_\_\_\_\_

Costs not listed above must receive prior written approval from THECB.

2. Subject to a) funding availability, and b) THECB's receipt of detailed invoices from Performing Agency (for contracts for goods and/or services), THECB shall reimburse Performing Agency in the following manner:

**{services\_for\_payment}**

3. Payment by THECB shall be issued in accordance with Texas Government Code, Chapter 771 (the Interagency Cooperation Act).

**Section 5.0 TERM OF CONTRACT:**

The term of this Contract shall begin **{period\_start}** and shall expire **{period\_end}** ("Contract Term"), unless terminated earlier pursuant to the terms of this Contract or extended or renewed by mutual agreement of the Parties in writing (including by a Change Order as discussed in Section III).

**Section 6.0 TERMS AND CONDITIONS:**

- A. ASSIGNMENT OR SUBCONTRACTING:** No contractual rights, interest, or obligation shall be assigned, delegated, or subcontracted by the Performing Agency without prior written permission of THECB's Program Manager. Any attempted assignment, delegation, or subcontract by the Performing Agency shall be wholly void and ineffective for all purposes unless made in conformity

with this section. No assignment, delegation, or subcontract shall relieve the Performing Agency of any obligation or responsibility under this Contract.

**B. DISPUTE RESOLUTION:** The dispute resolution process provided for in Texas Government Code, Chapter 771 (the Interagency Cooperation Act) shall be used by THECB and the Performing Agency to attempt to resolve any claim for breach of contract.

**C. TERMINATION:** THECB may terminate this Contract in accordance with the following:

1. Convenience – THECB may terminate this Contract for convenience upon thirty (30) days written notice to the Performing Agency.
2. Cause – THECB may terminate the Contract immediately, either in whole or in part, upon notice to Performing Agency, or at such later date as THECB may establish in such notice, upon the occurrence of any material breach, including failure to perform any or all of the Services under this Contract within the time specified, or, if applicable, any extension thereof. THECB will provide Performing Agency with an opportunity for consultation with THECB prior to termination.
3. Interpretation – Either party may terminate this Contract immediately upon notice to the other party in the event federal or state law is amended or judicially interpreted so as to render continued fulfillment of the Contract, on the part of either party, commercially unreasonable or impossible.
4. Non-Appropriation – This Contract may be terminated if funds allocated to THECB should become reduced, depleted, or otherwise unavailable during the Contract term and to the extent that THECB is unable to obtain additional funds for such purposes. Upon receipt of THECB's written termination notice, the Performing Agency shall not incur new obligations after the effective date of termination and shall cancel as many outstanding obligations as reasonably practicable.
5. Upon termination for any reason, the Performing Agency shall deliver to THECB all work products produced hereunder as well as a comprehensive program evaluation. Performing Agency shall, unless otherwise mutually agreed upon in writing, cease all Services immediately upon the effective date of termination. THECB shall be liable to Performing Agency for that portion of Services authorized by THECB and which have been completed prior to the effective date of termination

**D. APPLICABLE LAW AND VENUE:** The exclusive venue of any suit brought concerning this Contract or its incorporated documents is fixed in any state or federal court of competent jurisdiction in Travis County, Texas. This Contract shall be construed by and governed in accordance with the laws of the State of Texas. Each Party shall comply with all applicable federal and state statutes, rules, and regulations. Performing Agency shall comply with all orders and decrees of any court or administrative bodies or tribunals in any matter affecting Performing Agency's performance, including if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. For the entire duration of the Contract, Performing Party shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. When required or requested by the Agency, Performing Party shall furnish THECB with satisfactory proof of its compliance with this provision.

**E. AUDIT AND ACCESS TO RECORDS:** Performing Agency understands that acceptance of funds under this Contract, or indirectly through a subcontract under this Contract, acts as acceptance of the authority of the State Auditor's office, THECB or any successor agency, as well as any external auditors selected by THECB or any auditors selected by the United States (collectively referred to as "Audit Entities"), to conduct an audit or investigation in connection with those funds. Performing Agency further agrees to cooperate fully with Audit Entities in the conduct of the audit or investigation, including providing all records requested. The Performing Agency shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Performing Agency and the requirement to cooperate is included in any subcontract the Performing Agency awards.

1. Maintenance of Records – The Performing Agency shall establish, maintain, and utilize internal program procedures sufficient to provide for the appropriate and effective management of all activities relevant to this Contract. Records and accounts shall be maintained in a manner that assures a full accounting for all funds received and expended by the Performing Agency in connection with this Contract. The Performing Agency shall make available for review, inspection, and/or audit all books, records, documents, and other evidence reasonably pertinent to performance on all work under this Contract, including any amendments hereto, in accordance with accepted professional practices for a minimum of three (3) years after completion or termination of this Contract.
  2. Reimbursement – THECB reserves the right to require the reimbursement of any over-payments determined as a result of any audit or inspection of records on work performed under this Contract. The Performing Agency shall reimburse THECB for any over-payments within thirty (30) calendar days of receipt of THECB's written notice.
- F. OWNERSHIP OF WORK:** All work product generated as a result of this Contract Project, including but not limited to all information, materials, products, research, reports, studies, statistical analyses, work papers, approaches, designs, deliverables, systems, documentation, methodologies, concepts, research materials, data, photos, software, intellectual property or other property produced or generated in connection with this Contract, either completed or partially completed, shall be the sole property of THECB and all rights, title, and interest in and to the work product shall vest in THECB upon payment for the Services. All such work product shall be delivered to THECB by Performing Agency upon completion, termination, or cancellation of this Contract. All property rights, including publication rights, hereunder shall be retained by THECB, and Performing Agency shall assert no right in law or equity to such work product. THECB shall have the right to obtain and to hold in its own name any and all patents, copyrights, marks, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Performing Agency shall ensure that this provision, "Ownership," is contained in any subcontract Performing Agency is authorized by THECB to award. Performing Agency may, at its own expense, keep copies of all its writing for its personal files. Performing Agency shall not use, willingly allow, or cause to have such work product used for any purpose other than the performance of Performing Agency's obligations under this Contract without the prior written consent of THECB; provided, however, that Performing Agency shall be allowed to use non-confidential materials for writing samples in pursuit of work.
- G. INDEPENDENT CONTRACTORS:** For purposes of this Contract and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have the authority to make any statements, representations, nor commitments of any kind, nor to take any action that shall be binding on the other Party, except as may be expressly provided for herein.
- H. PROVISION OF WORK PRODUCT:** Upon any request by THECB for the remittance of any work product, the Performing Agency shall immediately remit such work product. Any failure to immediately remit such work product shall be considered a breach of Contract.
- I. PUBLIC DISCLOSURE:** The Performing Agency understands and agrees that no public disclosures or news releases pertaining to this Contract, including any results, findings or reports conducted to fulfill requirements of this Contract shall be made without prior written approval of THECB.
- J. IRB APPROVAL:** Pursuant to federal regulations found at 45 CFR 46, any research conducted by the Performing Agency involving human subjects must receive approval from the Performing Agency's Institutional Review Board (IRB).
- K. STRICT PERFORMANCE/WAIVER:** Failure by THECB at any time to require strict performance of any contractual provision or obligation contained herein shall not constitute a waiver or diminish THECB's rights thereafter to demand strict compliance.
- L. FERPA:** In compliance with the Family Educational Rights and Privacy Act (FERPA), the Performing Agency agrees (1) to protect any confidential student information it receives or

accesses that could make a student's identity traceable, and (2) any data analysis or report shall not be disclosed to any third party without THECB's prior written consent.

- M. CONTACTS:** Primary contacts for routine communications related to the performance of work under this Contract are as follows:

THECB STAFF	PERFORMING AGENCY STAFF
Program Manager: {division contact}	{contracted_party}: {vendorContact}

- N. NOTICE:** Notices occur when there are substantial changes that effect the Contract terms and conditions in the form of an amendment or termination of the Contract. All notices required to be given hereunder shall be in writing and shall be given by delivery thereof or by overnight courier or certified or registered mail, postage prepaid, to the office shown below. Notices may be sent by facsimile during normal business hours; however, they shall be followed up with a hardcopy original document via one of the above delivery methods. Any notice served shall be deemed given on the date of hardcopy original document delivery.

THECB NOTICE ADDRESS	PERFORMING AGENCY NOTICE ADDRESS
Texas Higher Education Coordinating Board Office of Contract Management Services P.O. Box 12788 Austin, Texas 78711-2788 Fax: (512) 427-6472	{contracted_party} {contractedPartyAddress} {contractedPartyCity}, {contractedPartyState} {contractedPartyZip}

- O. FEDERAL LAWS:** If federal monies are funding this Contract, Performing Agency must comply with all federal laws, rules, and regulations pertaining to this Contract, including but not limited to those referenced in any attachments regarding Debarment, Lobbying (required if utilizing federal funds & over \$100,000), and Applicable Federal Laws.
- P. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE:** This Contract consists solely of the following documents, and, in the event of conflicts or inconsistencies between this Contract and its exhibit or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of precedence: (1) the Contract (including its Exhibits, if any), (2) THECB's Request for Proposals, if any (and its addenda, if any), and (3) Performing Agent's Proposal, if any (and its addenda, if any). This Contract (including its Exhibits, if any) contains the final, complete and exclusive understanding of the Parties, and supersedes all prior contemporaneous, oral or written understandings, representations, and negotiations between Parties relating to the subject matter of this Contract. The Parties further agree that this Contract may not in any way be explained or supplemented by a prior or existing course of dealings between the Parties, by usage of trade or custom, or by any prior performance between the Parties pursuant to this Contract or otherwise.



**Section 7.0 SIGNATURES:**

By signature hereon, the individuals below represent and warrant they are duly authorized representatives of their respective agencies and have the authority to bind their respective agencies in a contractual agreement.

\_\_\_\_\_  
{signed\_by2}  
{signed\_bytitle}  
{contracted\_party}

\_\_\_\_\_  
Date

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

AGREED and accepted on behalf of Agency this \_\_\_\_\_ day of \_\_\_\_\_  
(month/year).

\_\_\_\_\_  
{signContact}  
{signContacttitle}  
{party\_1}