



TEXAS HIGHER EDUCATION COORDINATING BOARD

Request for Qualifications (RFQ)

Bond Counsel Services to Support the Student Loan Program

RFQ No. 781-3-28986

Texas Higher Education Coordinating Board
1801 N. Congress Avenue, Suite 12.200
Austin, Texas 78701

NIGP: 961-49

Solicitation Post Date: April 17, 2023
Written Questions Deadline: May 1, 2023, by 11:30 p.m. CT
Proposal Deadline: May 17, 2023, by 11:30 p.m. CT

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1. Introduction

The Texas Higher Education Coordinating Board (THECB) is a state agency that provides leadership and coordination for Texas higher education. THECB is seeking proposals from qualified respondents to serve as outside legal counsel to provide assistance with legal services related to THECB's student loan bond program.

Pursuant to Article III of the Texas Constitution, THECB is authorized to issue general obligation bonds to issue loans to students attending higher education institutions within the state of Texas. THECB uses the bonds to fund the Hinson Hazlewood student loan program, which provides low interest loans to eligible students seeking an undergraduate education and/or graduate or professional education through public and independent institutions of higher education in Texas.

THECB seeks a vendor or vendors to serve as outside legal bond counsel (hereinafter "Bond Counsel") in support of THECB's student loan program described above and in accordance with the requirements contained in this Request for Qualifications (RFQ). THECB reserves the right to award more than one contract under the terms of this RFQ. The final contract(s) will be subject to approval by the Office of the Attorney General (OAG) for the state of Texas.

The Bond Counsel will assist THECB in the issuance of bonds and provide general program legal assistance when needed in accordance with and pursuant to Texas Government Code §§ 402.0212 and 2254.154 and Title 1 Texas Administrative Code §§ 57.1-.9.

2. Minimum Eligibility Requirements

2.1 Experience

Respondents must have a minimum of five (5) years' experience providing services like those described in Section 3. Statement of Work (SOW). An entity or company in existence for fewer than five years is eligible to submit a proposal if key personnel on the proposal team have the minimum required experience. Respondents who do not meet this requirement are not eligible for award.

THECB encourages Historically Underutilized Businesses (HUBs) to compete for this award.

2.2 Qualifications

2.2.1 Company Profile

Respondents must demonstrate their knowledge and expertise in the areas identified in Section 3., Statement of Work, below. Respondents' employees and/or subcontractors must have the appropriate background experience to perform the work required under this RFQ. Respondents must submit a Company Profile that outlines their experience and expertise in the area of serving as bond counsel, including their capability to perform the required services.

The following shall be included with the Company Profile:

- Organization chart;
- Management team resumes;
- Key personnel resumes, illustrating the qualifications of each individual to perform the services described in this RFQ;
- Prior experience in providing similar services or exact services, especially for other governmental organizations; and
- Description of the processes and procedures Respondent intends to use to provide these services.

2.2.2 Key Staff and Qualifications of Key Staff

Respondents must provide staff who are fully knowledgeable of the work required under this RFQ. Proposed key staff must have the appropriate background skills, knowledge, experience, and training. Evidence of qualifications must be included in the Company Profile.

3. Statement of Work

Awarded Respondent shall be responsible for all duties and services necessary to provide legal counsel regarding the issuance of bonds, refunding of bonds, student loan program compliance, and other debt obligations by THECB. Such duties and services shall include, but are not limited to:

- (1) Attending regular THECB board meetings and other meetings on general matters relating to the operations of the student loan program and consulting with staff and outside consultants regarding all bond finance-related matters, to the extent requested;
- (2) Meeting with and reviewing reports prepared by THECB's Financial Advisors and other employees and consultants, to the extent requested;

- (3) Advising THECB and THECB staff on the legal and tax related requirements and responsibilities regarding the administration of the student loan program, the issuance and management of debt Securities, and arbitrage compliance;
- (4) Reviewing related proposals for proposed financings, consulting with underwriters and their counsel and other parties regarding those proposals, and participating in the selection process for underwriters, trustees, and other finance related professionals, to the extent requested;
- (5) Reviewing and advising THECB and THECB staff on legal issues relating to the structure of the Securities; issuance of the Securities, and tax implications of the Securities; preparing and reviewing the documents necessary or appropriate to the authorization, issuance and delivery of the Securities including, but not limited to, the Bond Resolution, Applications to Bond Review Board, Paying Agent/Registrar Agreement, Escrow Agreement, if applicable, Pricing Certificate and various closing and other certificates; and participating in the preparation and coordination of financing schedules for various bond issues to avoid conflicts. Bond Counsel will also coordinate the authorization and execution of such documents;
- (6) Assisting THECB in seeking approvals, permissions, and exemptions from other governmental authorities as Bond Counsel determines necessary or appropriate in connection with the authorization, issuance, and delivery of the Securities;
- (7) Subject to the completion of proceedings to Bond Counsel and THECB's satisfaction, rendering Bond Counsel's legal opinion to THECB (the "Approving Opinion") regarding the validity and binding effect of the Securities, the source of payment and security for the Securities, and, if the Securities are issued on such basis, the excludability of interest on the Securities from gross income for federal income tax purposes;
- (8) Assisting THECB in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of Securities, to the extent required or requested, and reviewing and negotiating on behalf of THECB the terms of any credit enhancement agreements with respect to the Securities;
- (9) Attending informational meetings with prospective purchasers of Securities and meetings with bond rating agencies, to the extent required or requested;
- (10) Submitting the transcript of legal proceedings pertaining to the authorization and issuance of the Securities to the OAG for approval;
- (11) Supervising the execution, printing, OAG approval, and Comptroller of Public Accounts' registration of the Securities, and delivery thereof to the purchaser;

- (12) Rendering an opinion to THECB and to the purchasers of the Securities to the effect that the information in the disclosure document relating to the Securities, the Bond Resolution under which the Securities are issued, the security for the Securities, tax matters, investments, and the Approving Opinion is a fair and accurate summary of the information purported to be shown or is correct as to matters of law, as applicable;
- (13) Advising THECB and THECB staff regarding the requirements of finance-related documents; and
- (14) Preparing all forms that need to be filed with the Internal Revenue Service relating to any securities issued or to be issued by THECB.

4. Reporting Requirements

The Bond Counsel shall provide any reporting as required by the Bond Review Board or the OAG.

5. Payment and Pricing Terms

5.1 Pricing

Respondents submitted pricing shall include all necessary costs to perform the legal services, including the hourly rates or fixed fee basis or fee schedule and any expected expenses.

Respondent shall propose pricing based on hourly rates and/or fixed fees using the format below or similar format to adequately describe hourly rates and fixed fee pricing structure. If Respondent’s fee structure requires a non-monthly billing period, Respondent shall provide the proposed billing period in its proposed pricing. Respondent shall include the proposed total cost for the project. Respondent shall submit this information on an EXCEL document.

Respondent Pricing Sheet		
Hourly Rate or Fixed Fee	Timekeeper Classification or Fee Description	Price
1.		

5.2 Payment Terms and Award Summary

To the extent the Awarded Respondent is not a Texas state agency, THECB will make payments for services in accordance with the Texas Prompt Payment Laws,

Texas Government Code §§ 2251.001-.055. If Awarded Respondent is a Texas state agency, payment for services will be made by THECB in accordance with the Interagency Cooperation Act, Texas Government Code §§ 771.001-.010.

Awarded Respondent agrees not to begin or provide any services until the issuance of a contract by THECB that has been approved by the OAG. THECB does not guarantee a specific compensation to the Awarded Respondent throughout the term of the contract. Awarded Respondent is not guaranteed minimum compensation.

THECB will not apply for credit nor will THECB prepay. THECB shall pay, subject to the terms of the Texas Prompt Payment Laws and subject to approval by the OAG, upon the receipt of a properly submitted invoice in accordance with the contractual billing period. Awarded Respondent shall follow the administrative rules in Title 1 Texas Administrative Code § 57.6 for submitting invoices to THECB.

At THECB's discretion, and subject to approval by the OAG, THECB shall award the contract for Bond Counsel to the most qualified Respondent(s) successfully meeting the criteria and conditions as outlined in this RFQ, subject to successful contract negotiations.

5.3 Invoices

Upon completion of the requested legal services provided to THECB during the billing period provided for in the anticipated contract, , Awarded Respondent may submit an invoice to THECB setting forth amounts due in accordance with Terms and Conditions. Prior to any payment being made, THECB shall certify that the goods and services being invoiced have been received and approved for payment by THECB and OAG. Payments will be made in accordance with Section 5.2 above.

5.4 Payment Instructions

To receive payment, Awarded Respondent must submit an invoice to accountspayable@highered.texas.gov and the designated THECB Contract manager(s). The invoice must include the following minimum information:

1. Respondent's mailing and e-mail (if applicable) address;
2. Respondent's telephone number;
3. The name and telephone number of a person designated by Respondent to answer questions regarding the invoice;
4. THECB's name, agency number (781), and delivery address;
5. The THECB purchase order number, if applicable;
6. The contract number or other reference number, if applicable;
7. A valid Texas identification number (TIN) issued by the comptroller;

8. A description of the goods or services, in sufficient detail to identify the order which relates to the invoice;
9. The unit numbers corresponding to the amount of the invoice, if applicable;
10. If submitting an invoice after receiving an assignment of a contract, the TIN of the original contractor and the TIN of the successor vendor; and
11. Other relevant information supporting and explaining the payment requested.

6. Contract Term and Termination

The contract term shall be for the period beginning September 1, 2023, and extending through August 31, 2025, subject to final approval by the Office of the Attorney General of Texas. Subject to proper approvals, THECB and Awarded Respondent may amend the contract to extend the term, provided both parties agree to do so in writing prior to the expiration date. Any extensions shall have the same terms and conditions, plus any approved changes.

7. Adding New Services to the Contract after Award

Following the contract award, additional services of the same general category that could have been encompassed in the award of the original contract, and that are not already on the contract, may be added. A formal written request may be sent to Awarded Respondent(s) to provide a proposal on the additional services and the Awarded Respondent (s) shall submit proposals to THECB as instructed.

THECB may accept or reject any or all proposals and may issue a separate RFQ for the services after rejecting some or all the proposals. The services covered under this provision shall conform to the terms, conditions, specifications, and requirements as outlined in the request. Any resulting contract may be amended only upon the issuance of a written amendment showing the revision(s) prior to the services being provided as agreed, approved, and signed by both parties. Any amendment to the contract will be subject to OAG approval.

8. Terms and Conditions

See Attachment C, Anticipated OAG Outside Counsel Contract

9. Additional Terms and Conditions

9.1 Awarded Respondent Responsibilities

THECB shall look solely to the Awarded Respondent for compliance with all the requirements of this RFQ and the resulting contract. Awarded Respondent shall

be the sole point of contract responsibility and shall not be relieved of non-compliance of any subcontractor.

Failure to meet service requirements and/or specifications authorizes THECB to procure services of this RFQ elsewhere, charge any increased costs for the services, including the cost of re-soliciting, to the Awarded Respondent and terminate the contract. Failure to pay a damage assessment is cause for contract termination.

9.2 Confidentiality

Except as required by applicable law, including but not limited to Texas Government Code Chapter 552, Awarded Respondent, including its employees, agents, board members, and subcontractors, shall not: i) disclose to any third-party the business of THECB, details regarding the website or application, including, without limitation any information regarding the website and application code, the specifications, or THECB's business (the "Confidential Information"); (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by THECB; or (iii) use Confidential Information other than solely for the benefit of THECB.

9.3 Public Information Act Disclosures

THECB is a government agency subject to the Texas Public Information Act (PIA), Texas Government Code §§ 552.001-.376. The proposal and other information submitted to THECB by Respondent are subject to release as public information. The proposal and other submitted information shall be presumed to be subject to disclosure unless a specific exception applies to disclosure under the PIA. **If it is necessary for Respondent to include proprietary or otherwise confidential information in its proposal or other submitted information, Respondent must clearly label that proprietary or confidential information and identify the specific PIA exception that applies to disclosure. Merely making a blanket claim that the entire proposal is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire proposal subject to release under the PIA.**

In order to trigger the process of seeking an Attorney General Opinion on the release of proprietary or confidential information, the specific provisions of the proposal that are considered by Respondent to be proprietary or confidential must be clearly labeled as described above. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA. Respondent is required to make any information created or exchanged with the state pursuant to the solicitation or contract, and

not otherwise excepted from disclosure under the PIA, available in a format that is accessible by the public at no additional charge to the state.

Respondent, by submitting a proposal, shall thereby be irrevocably deemed to have fully indemnified and agreed to defend THECB from any claim of infringement in the intellectual rights of Respondent or any third party for any materials appearing in the proposal.

9.4 FERPA Confidentiality and Data Governance Provisions

Privacy. Awarded Respondent agrees to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the implementing federal regulations, 34 C.F.R. Part 99, 1; the Children’s Online Privacy Protection Act (COPPA); Individuals with Disabilities Education Act (IDEA); and all other state and federal laws. Awarded Respondent will not have access to confidential data until Awarded Respondent and THECB first execute a Data Sharing Agreement governing that data.

Awarded Respondent will ensure all employees and agents involved in work under this RFQ have been trained to properly handle education records and personally identifiable information (PII) in accordance with law.

Data Security. Awarded Respondent warrants that it has a sound data security program, that, at a minimum, meets industry standards that protects both data at rest and data in transmission. Awarded Respondent shall ensure that proper information security controls are in place and shall comply with all requirements and security protocols found in Title 1, Texas Administrative Code, Chapter 202, Texas Cybersecurity Framework Standards, and other applicable laws, including FERPA. Awarded Respondent shall notify THECB of any data breach involving education records, PII, or any other confidential or sensitive information not later than twenty-four (24) hours after discovery of a security incident that may constitute a data breach. Awarded Respondent shall immediately mitigate any such breach and ensure that any disrupted services are timely and without delay brought back into service. Awarded Respondent shall be responsible for any data breach notifications and damages that are required by state or federal law and shall coordinate such notification with THECB. This section shall survive termination of the agreement.

Pursuant to Texas Government Code § 2054.138, to the extent that Awarded Respondent is authorized to access, transmit, use, or store THECB data, Awarded Respondent agrees to meet all security controls that THECB determines are proportionate with THECB’s risk under the contract based on the sensitivity of the THECB data.

10. Schedule of Events

10.1 Due Date for Proposals

Respondents shall submit Proposals to THECB no later than the Proposal Due Date indicated in the Calendar of Events section below. ***Proposals received after the Proposal Due Date will be rejected for being late and will not be considered for evaluation.***

A Respondent may be required to provide proof of timely submission of the proposal. THECB shall not be responsible for proposals that are captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by THECB or Respondent's anti-virus or other security software.

10.2 Calendar of Events

The solicitation process for this RFQ will proceed according to the schedule below. THECB reserves the right to revise this schedule or any portion of this RFQ by published addendum on the Electronic State Business Daily (ESBD) and THECB's website.

EVENT	DEADLINE
Publication of RFQ	April 17, 2023
Last Day to Submit Written Questions	May 1, 2023, by 11:30 p.m. CT
THECB's Anticipated Response to Written Questions	May 5, 2023
Proposal Due Date and Time	May 17, 2023, by 11:30 p.m. CT
Proposal Presentations, if required	May 29-June 9, 2023
Anticipated Contract Start Date	September 1, 2023

THECB will only accept written questions and requests for clarification via email to the Point of Contact listed below. Questions and requests for clarification shall be submitted in a Word document. Respondents shall refer to the section of the RFQ that the question or request for clarification pertains to. THECB will post responses to written questions on the THECB website.

THECB will post additional information, responses to written questions, RFQ modifications, and addenda on the ESBD and THECB website. It is the responsibility of interested party to periodically check the ESBD and THECB's website for updates to the solicitation prior to submitting a response. Respondent's failure to periodically check the ESBD and the THECB's website will in no way release the selected contractor from "addenda or additional information" resulting in additional costs to meet the requirements of the RFQ.

10.3 Point of Contact

Respondents shall direct all inquiries, written questions, requests for clarification, and communications concerning this RFQ to the Point of Contact listed below. Inquiries and comments must reference RFQ No 781-3-28986.

Marcus Garcia
Purchaser VI
Texas Higher Education Coordinating Board
eBids@highered.texas.gov

Please Note: Marcus Garcia is the only permitted point of contact. Contact or attempted contact with other THECB employees, including Commissioners and their staff, may result in a Respondent's immediate disqualification.

11. Proposal Format and Content (Required)

11.1 Solicitation Attachments

This RFQ includes the following attachments, which are posted on ESBD and THECB's website:

- Attachment A: Execution of Proposal (Required), including the following:
 1. Respondent Information;
 2. Texas Family Code § 231.006(c);
 3. Texas Government Code § 669.003;
 4. Preferences;
 5. Exceptions to Terms and Conditions;
 6. Respondent Acknowledgement; and
 7. Signature.
- Attachment B: HUB Subcontracting Plan (Required)
- Attachment C: Anticipated OAG Outside Counsel Contract (for reference only)
- Attachment D: Conflict of Interest Disclosure Statement (Required)

11.2 Organization of the Proposal for Submission

Proposals shall include all required attachments and certifications. THECB will not accept attachments and certifications submitted after the Proposal deadline. Failure to submit all required information shall make the Proposal nonresponsive

and thus disqualified from consideration. THECB may reject a Proposal that fails to include the required contents.

Proposals must be submitted to the Point of Contact by an authorized representative via email to eBids@highered.texas.gov.

No mailed, hand-delivered, or faxed proposals will be accepted.

Proposal shall include:

Respondents shall submit a total of three (3) files: one (1) Excel Pricing Sheet and two (2) Portable Document Files (PDF).

The following are part of the THECB's administrative review. Failure to submit any items or submitting incomplete items will result in deeming the proposal unresponsive.

- 1. Excel Pricing Sheet** (Section 5.1): including all hourly rates and fixed fee schedules;
- 2. PDF No. 1:**
 - Minimum Eligibility Requirements under Section 2.;
 - Response to Statement of Work Under Section 3.; and
 - A minimum of three (3) references, including contact information. THECB prefers references from clients for whom Respondent has performed similar work, including other state agencies. Do not use THECB or any individuals employed by THECB as a reference.
- 3. PDF No. 2:**
 - Attachment A: Execution of Proposal – All information on Attachment A is required to be completed;
 - Attachment B: HUB Subcontracting Plan – All information on Attachment B is required to be completed.

HUB Questions can be directed to the Point of Contact listed under Section 10.3. Respondents may reach out for a courtesy review of the HUB Subcontracting Plan. Deadline is listed under Calendar of Events.

In compliance with Texas Government Code §§ 2161.001-.253, it is THECB's policy to promote and encourage contract and subcontract opportunities for State of Texas certified Historically Underutilized Businesses in all contracts. Eligible Respondents are encouraged to

become State of Texas HUB certified, applications may be found at: <https://comptroller.texas.gov/purchasing/vendor/hub/>.

Definitions for State of Texas HUB certifiable businesses can be found in Texas Administrative Code. [34 Tex. Admin. Code § 20.282](#).

A HUB Subcontracting Plan Form must be filled out and returned with the Proposal to be considered responsive. If the Proposal does not include a HUB Subcontracting Plan, it shall be rejected as a material failure to comply with advertised specifications. Please see the attached HUB Subcontract Plan for further instructions which requires vendors to identify the specific areas intended for subcontracting.

Search the State of Texas HUB Database for HUB vendors by the NIGP class and item [here](#).

Additional minority and women owned business association resources are available for subcontracting notices are available on the Texas Comptroller's [website](#).

Additional information and training regarding how to complete a HUB Subcontracting Plan can be found [here](#).

Please note you must allow HUBs at least seven (7) working days to respond to your notice prior to your bid response submission to THECB.

□ Attachment D: Conflict of Interest Disclosure Statement

The Conflict of Interest Disclosure Statement is required and must be attested to by an unsworn declaration. Respondents shall be neutral and impartial, shall not advocate specific positions to THECB. Respondents shall identify the extent, nature, and length of these relationships or engagements. Entities having a conflict of interest, as determined by THECB, will not be eligible for contract award.

If a Respondent does not have any known or potential conflict of interest, the Proposal should include such a statement. *Failure to provide either a statement on potential conflicts of interest or a statement that no potential conflicts exist shall automatically disqualify Respondent.*

This Conflict of Interest Disclosure Statement shall be signed by the highest-ranking officer of Respondent's entity having responsibility for vetting corporate conflicts of interest, e.g. a corporate Executive Vice President rather than the head of an operating or regional unit of the firm.

THECB will determine whether a conflict of interest or the perception of a conflict of interest exists from the perspective of a reasonable person uninvolved in the matters covered by the resulting contract. THECB is the sole arbiter of whether a conflict or the appearance of a conflict of interest exists.

THECB encourages Respondents to provide complete disclosure of matters that might be considered a conflict of interest. Completeness of disclosure may be a factor in evaluating Proposals.

Each Respondent must also address how Respondent intends to ensure that no interest arising or potentially arising as a result of its activities or those of its parent, affiliate, or other related entity shall conflict with Respondent's duty should it be selected to provide these services.

THECB may not enter a contract with a person it has been employed within the past twelve (12) months. Persons who have been employed by THECB or by another state agency in Texas more than twelve (12) months but fewer than twenty-four (24) months ago shall disclose in the Proposal the nature of previous employment with the state agency and the date the employment ended.

NOTE: THECB, as a state agency, is prevented by the Texas Constitution from indemnifying a Respondent. Respondent is discouraged from including a term in its Proposal that requires THECB to indemnify it. Such a term may result in the Proposal being deemed nonresponsive.

Transmittal Letter

Respondent shall provide a Transmittal Letter addressed to the Point of Contact 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 RFQ. The Transmittal Letter must be signed by a person legally authorized to bind Respondent and must specifically identify that the proposal is in reference to **THECB's RFQ for Bond Counsel Services to Support the Student Loan Program**.

The Transmittal Letter must include the following language:

- “The proposal enclosed is binding and valid at the discretion of THECB.”
- “The enclosed proposal is good for ninety (90) days.”
- “Full acceptance of the terms and conditions described in this Request for Qualifications, including as detailed in the Anticipated OAG Outside Counsel Contract.”

Any exceptions to the terms and conditions of the Anticipated OAG Outside Counsel Contract will not be considered.

The proposal shall include all information required in this RFQ. Respondent is solely responsible for thoroughly understanding the RFQ and its attachments, exhibits, and forms. Questions should be directed to the Point of Contact by the Deadline for Submitting Questions. Respondent is cautioned to pay particular attention to the clarity and completeness of its proposal. Respondent is solely responsible for its proposal and all documentation submitted.

Respondent shall be as precise, accurate, and succinct as possible. Respondent shall provide detailed descriptions of how they will fulfill each requirement. The clarity and completeness of a proposal may be considered by the THECB evaluators.

12. Proposal Evaluation

12.1 Consideration of Price

Respondent must provide a fair and reasonable price in its proposal. THECB shall award a contract(s) to the Respondent(s) on the basis of demonstrated competence and qualifications to perform the legal services and for a fair and reasonable price. Respondent’s failure to provide a fair and reasonable price in its proposal will deem the proposal nonresponsive.

12.2 Evaluation Criteria

THECB will review and score responsive proposals according to the Evaluation Criteria outlined in the table below. The relative weight of each criterion is indicated by the percentage indicated in the right-hand column. THECB will

consider both the final weighted score as well as the average ranking when making vendor selection(s).

Qualifications and Experience	Weight
Proposal meets eligibility requirements and demonstrates appropriate qualifications and skills in providing the requested legal services.	80%
Proposal's response to Statement of Work	20%
Total	100%

THECB's selection of Awarded Respondent shall be subject to final approval by the OAG pursuant to Title 1 Texas Administrative Code § 57.4.

THECB reserves the right to ask clarifying questions of, or ask for best and final proposals from all of the Respondents or only the Respondents with the highest-ranking proposals. THECB may also request to hold discussion sessions with the highest-ranked Respondents. THECB reserves the right to hold multiple scoring rounds following questions, requests for best and final proposals, or oral presentations/discussion sessions.

THECB reserves the right to conduct studies and other investigations as necessary to evaluate any Proposal. THECB reserves the right to waive any minor or immaterial proposal requirement noted in the submission process. Submission of proposals confers no legal rights upon any Respondent. THECB will determine whether negotiations or Best and Final Offers (BAFOs) are necessary and may invite selected Respondents to provide oral presentations of their proposals.

THECB will consider the best value for the state, as directed by Texas Government Code § 2157.003, when selecting a Respondent, in addition to the Evaluation Criteria above. THECB may select none, one, or more than one vendor for this project. THECB will be the sole judge of best value. Best Value criteria may include, but is not limited to:

- a) The proposal that best meets the goals and objective as stated in this RFQ;
- b) The proposal that indicates Respondent's ability to reliably perform the required tasks/deliverables described in this RFQ;
- c) Respondent's ability to adhere to the schedule and delivery terms (if applicable);
- d) Respondent's experience in providing services in this RFQ;
- e) Past Vendor Performance: In accordance with Texas Government Code §§ 2155.074 and 2262.055, vendor performance may be used as a factor in the award (if applicable); and

- f) Other factors relevant to determining the best value for the state in context of this particular purchase (i.e., certifications/licensure, reference checks, pricing, etc.).

12.3 Multiple Awards

THECB may award multiple Contracts from this solicitation. Respondent(s) providing the best value to the State may be chosen as the State's primary or "best value contractor." Additional Respondents may be awarded a Contract at the sole discretion of THECB, subject to OAG approval, to provide alternate resources for meeting the requirements of the requested services.

12.4 Award Notice

If the RFQ is awarded, THECB will post a Notice of Award on the Electronic State Business Daily (ESBD). **THECB will not respond to inquiries regarding procurement status.**

13. Additional Instructions

13.1 Accuracy of the Proposal

Respondent's proposal shall be true and correct and shall contain no cause for claim of omission or error. Proposals may be withdrawn in writing at any time prior to the submittal deadline.

13.2 Cost of Submitting the Proposal

THECB will not reimburse Respondent for any cost related to its proposal. Respondent is responsible for any expense related to the preparation and submission of its proposal.

13.3 Conflicting RFQ Language

If language contained in a particular Section of the RFQ is found to conflict with language in another Section, the most stringent requirement(s) shall prevail.