



TEXAS HIGHER EDUCATION COORDINATING BOARD

Statement of Work (SOW)

ADVi Chatbot

No. 781-3-29358

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

NIGP Code(s): 208-21, 208-36, 915-25, 920-40, 920-41, 920-48

Solicitation Post Date:	May 24, 2023
Written Questions Deadline:	June 5, 2023, 11:30pm
Proposal Deadline:	June 23, 2023, 11:30pm

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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.

One of THECB's current strategic priorities is to implement a holistic and equitable advising strategy to better promote Texans from all backgrounds to a credential of value in the labor force. Advising students via artificial intelligence (AI) fueled text message is a safe and cost-effective way that the state of Texas can help achieve this goal. To that end, THECB, in coordination with external parties, has developed and refined a virtual advising chatbot named "ADVi". ADVi enables THECB to provide timely, accurate advising information to Texans who are looking to begin or complete their postsecondary journey.

THECB's strategic plan *Building a Talent Strong Texas* sets the following three goals: 1) to improve educational attainment of postsecondary credentials, 2) to increase production of credentials of value with low or manageable debt, and 3) to bolster research, development, and innovation. To reach these goals, THECB must have an easily accessible tool, ADVi, that can be utilized to inform and advise not just high school students and students currently enrolled in postsecondary education, but also Texans who may wish to reconsider their postsecondary options, as well as displaced workers seeking to find the right training or skills-based program to enhance their job prospects.

THECB seeks one or more vendors to continue the development and deployment of ADVi as well as provide continuous maintenance and support for the ADVi chatbot including any necessary patching and bug fixes. ADVi currently uses AI technology to provide two-way communication with the ability to be reactive (responding to students who reach out with a question) as well as proactive (nudging students regularly to provide support, reminders, and resources) via text message. ADVi learns with every interaction and is fueled by a knowledge base and campaign library that is constantly growing. Additionally, ADVi is supported by a team of trained virtual advisors, provided by THECB, who provide extra support for any student who needs it.

Awarded Respondent and THECB will partner to ensure that all Texans are supported with the critical information that is needed as those students navigate their postsecondary journey.

Collaborating with THECB on the ADVi project provides a unique chance to be on the forefront of the development of a premier post-secondary resource for Texans. Along with parallel work underway at THECB, this project will help propel more learners into high-quality post-secondary programs and to obtain the economic security that comes with a college degree or other credential of value.

The initial Period of Performance for the anticipated contract is one (1) year and is expected to begin on September 1, 2023, or once the contract is fully executed, whichever is later, and be effective for a one (1) year period thereafter.. Following the initial term, THECB at its sole discretion, may extend for up to three additional, 12-month terms.

Subject to proper approvals, the parties may amend the contract or purchase order to extend the term, provided both parties agree in writing to do so, prior to the expiration date. Any extensions shall have the same terms and conditions, plus any approved changes.

THECB reserves the right to award multiple contracts as a result of this SOW.

2. Minimum Eligibility Requirements

2.1 Experience

Respondents must have a minimum of five (5) years' experience providing services like those described in Section 3.1 Scope of Work. 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.

THECB encourages Historically Underutilized Businesses to compete for this award.

2.2 Qualifications

2.2.1 Active Department of Information Resources Vendor

Respondents responding to this Statement of Work must be an active Department of Information Resources (DIR) Vendor and must provide their current DIR contract number or a hyperlink to their active DIR contract. Failure to provide this information will render the proposal nonresponsive.

2.2.2 Company Profile

Respondents must demonstrate their knowledge and expertise of the environment (e.g., platforms, software, applications, security, network, tools, etc.) for which work is to be performed. Respondents' employees and/or subcontractors must have the appropriate background experience to perform the work required under this SOW. Respondents must submit a Company Profile that outlines their experience and expertise in the area of artificial

intelligence and virtual advising, 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 SOW including expertise in artificial intelligence (AI) chatbot development and deployment.
- Examples of products that Respondent has developed and maintained for at least one year, with evidence of successful iterative feature development during maintenance, if available;
- Experience working on projects focused on similar user populations; and
- If subcontractors will be utilized, key personnel resumes, illustrating the qualifications of each subcontracted individual to perform the services described in this SOW.

2.2.3 *Key Staff and Qualifications of Key Staff*

Respondents must provide staff who are fully knowledgeable of the work required under this SOW. Proposed key staff must have the appropriate background skills, knowledge, experience, and training. Evidence of qualifications must be included in the Company Profile including but not limited to an organizational chart, resumes and/or LinkedIn profiles of key staff and company leadership, and documentation of projects of similar scope and scale.

3. Scope of Work

3.1 Technical Requirements

Awarded Respondent will follow best practice standards, as outlined by THECB, to develop, deploy, and support the ADVi chat bot. The technical requirements for this project include, but are not limited to, the following tasks:

- Work with THECB to follow a process for engineering that involves regular updates and feedback from THECB staff;

- Propose a technical solution for ADVi that incorporates an AI chatbot technology that automates and employs natural language processing which engages students with simple, timely, and personalized text messages based on students' needs;
- Ensure that the proposed technical solution incorporates responsible AI practices through the development, testing, deployment, and maintenance of the chatbot. The proposed technical solution will be subject to THECB acceptance and shall include:
 - Valid and Reliable: Awarded respondent shall ensure that the intended use of the chatbot is fulfilled and its outputs are reliable.
 - Bias Mitigation: Awarded respondent shall take measures to identify and manage or mitigate bias in the chatbot's training data and algorithms, including providing the THECB with the workflow and decision-making processes of any algorithms utilized;
 - Transparency: The chatbot shall be transparent in its operations, and Awarded Respondent shall ensure that THECB and the user understands how the chatbot works, including which data sets are consulted to make decisions. The chatbot shall clearly communicate the limitations of its capabilities, and the user shall know when they are communicating with a chatbot and not a human;
 - Accountability: Awarded Respondent shall take responsibility for the actions of the chatbot, ensuring it adheres to ethical and legal standards and does not harm the user or society in any way;
 - Secure and Resilient: Awarded Respondent shall ensure the chatbot can withstand unexpected adverse event or changes to use and can maintain functionality and ensure the safety and security of data; and
 - Continuous Monitoring and Improvement: Awarded Respondent shall monitor the chatbot's performance continuously and make improvements where necessary to ensure that it operates ethically and responsibly.
- Provide THECB with full access to a client approved administrative platform (plug in and/or app) to manage and monitor responses and run segmented campaigns based on different needs of functional areas (Any

additional fees for these tools should be included in the Respondent's proposed pricing);

- Provide a client approved administrative platform that integrates with THECB's Azure architecture (Administrative platform recommendations should be included in the Respondent's proposal);
- Provide a comprehensive knowledge base of best practices in the field for communicating/engaging with target learner audiences (e.g., high school students and adult learners) and campaign library grounded in both THECB, Texas specific, and national conversational understandings;
- Provide a client approved administrative platform that allows automated text to dashboard functionality that enables THECB to sort, filter, and search, by SMS values and metadata;
- Provide automated campaign segmentation based on available user data to be collected via user self-reporting or integrated third party applications.
- If proposing a custom administrative platform to be owned by THECB, the platform should leverage the THECB's Azure architecture and provide a comprehensive knowledge base of best practices in the field for communicating/engaging with target learner audiences (e.g., high school students and adult learners) and campaign library grounded in both THECB, Texas specific, and national conversational understandings;
- Provide multilingual communications;
- Provide the option of technical support for THECB staff via live telephone conversations and other means, including email with a one (1) business day response time and an online knowledge base of support articles; and
- Provide administrative access to program reports, including aggregate and individual user data.

3.2 Deliverables

Awarded Respondent will:

- Develop, deploy, and support an AI chatbot technology that automates and employs natural language processing which engages students with

simple, timely, and personalized text messages based on the students' needs and that complies with all technical requirements listed in Section 3.1, above, and all other requirements listed in this SOW;

- Provide student engagement services to include:
 - Proactive and reactive informational texting for various student populations with North American cell phone numbers via managed bot;
 - A managed bot for each student population;
 - An opt-in/opt out system, to be developed and administered by Respondent, for ADVi informational texts that complies with all applicable federal state laws and regulations, including but not limited, to the Telephone Consumer Protection Act (TCPA) and the Family Educational Rights and Privacy Act (FERPA), which meets the following requirements:
 - Includes the capability for parents to send inbound SMS messages to capture parental opt in/opt out of SMS communication consent for users between the ages of thirteen (13) to seventeen (17) years old;
 - Includes the capability to prevent users under the age of thirteen (13) from subscribing to ADVi services;
 - Includes specific consent language, subject to the approval of the THECB, as required to comply with necessary federal and state laws;
- Provide campaign management and development to include:
 - The development of targeted monthly and yearly campaign plans for each population to be reviewed by THECB prior to release;
 - Campaign content that includes college access and success, workforce, summer connection and success scripts and wellness and well-being nudges;
 - Scheduling and deployment of approved scripts in the platform;

- Ongoing development of a comprehensive, researched backed campaign library; and
- Provide data management and reporting to include:
 - Capabilities for comma-separated values (CSV) data upload and Optional Secure File Transfer Protocol (FTP) or Application Programming Interface (API);
 - Ongoing data mining, development, and maintenance for the ADVi project which includes collaborating with THECB to identify the data points to be collected at Texas universities and establishing protocols to verify and maintain data across data miners. All such data mining shall be in compliance with FERPA;
 - Monthly and yearly reports of students contacted as well as student engagement reports. (Details of the reports to be agreed upon at a later date);

Respondent will ensure that all data is securely transmitted, maintained, and stored and is not used for any other purposes outside of the scope of this SOW and any resulting contract. All data use and storage must be in compliance with applicable federal and state law including but not limited to FERPA and the Children’s Online Privacy Protection Act (COPPA).

- Implement client-approved administrative platforms as outlined in section 3.1;
- Provide seamless integration with THECB's ApplyTexas and My Texas Future applications to include:
 - Provision of a web-based chatbot and associated Knowledge Base and support, including partner support services, Knowledge Base management, and reporting as detailed above;
 - Capabilities to display My Texas Future advisor portal information within the administrative platform with a seamless user interface; and

- Prioritize and deploy any necessary support services or other necessary updates.

3.3 Acceptance Criteria

Awarded Respondent shall comply with the following acceptance criteria:

Awarded Respondent must submit documentation of work performed under this Statement of Work, pursuant to Section 5.3. Submission of an invoice shall constitute Awarded Respondent's certification that the services have been performed in accordance with this SOW. Each invoice is primarily subject to review and approval by THECB to determine acceptable levels of performance. THECB will complete a review of each submitted invoice within fifteen (15) business days from the date of receipt to ensure that the services invoiced are within the scope of services described in Section 3. and all subsections therein.

Any changes to delivery dates must have THECB's prior written approval.

In the event THECB does not approve an invoice, Awarded Respondent will be notified in writing with the specific reasons. Awarded Respondent will have seven (7) business days to correct the unaccepted invoice.

Awarded Respondent shall correct any latent defects identified after the acceptance of an invoice (where appropriate) at no additional charge to THECB.

4. Reports and Meetings

4.1 Reports

Awarded Respondent is required to provide reports in the format and manner prescribed by THECB throughout the life of the project including:

- Monthly chatbot performance reports to include: student engagement rates, campaign performance, and student escalations;
- Mid-year and end-of-year program reports and;
- any other reasonable metrics requested by THECB

4.2 Meetings and Communication Plan Between Meetings

Meetings may be scheduled via teleconference/videoconference or in-person as mutually agreed upon between THECB and Awarded Respondent. Ad hoc meetings may occur, as necessary. Awarded Respondent must maintain communications to address issues that arise between meetings or progress reports.

5. Payment and Pricing Terms

5.1 Pricing

Respondent's pricing must be all-inclusive, covering all services, costs, and fees required to provide all deliverables, service requirements, and technical requirements as described in this SOW, including, personnel costs, and all other necessary expenses required in the performance of the contract or purchase order. Respondent's pricing should include both upfront development costs as well as any applicable estimated one-time or ongoing licensing or maintenance fees or costs. If the solution will result in an added internal cost for THECB, Respondent's pricing should note that as well. Respondent must clearly delineate between the different cost types in their response.

Respondent shall propose pricing based on key deliverables/milestones using the below format or similar format to adequately describe deliverables and pricing structure. Submit this information on an EXCEL document.

Respondent Pricing Sheet		
Deliverable No.	Deliverable Name/Description	Price
1.		

5.2 Payment Terms and Award Summary

Awarded Respondent will be reimbursed for deliverables completed and approved by THECB. Awarded Respondent will submit invoices to THECB that detail the itemized associated costs of the services rendered or deliverables completed.

To the extent 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, THECB will make payments for services in accordance with the Interagency Cooperation Act, Texas Government Code §§ 771.001-.010.

Awarded Respondent agrees not to begin or provide any services until issuance of a contract or purchase order by THECB. THECB does not guarantee specific compensation to Awarded Respondent throughout the term of the contract or purchase order. 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, upon the receipt of a properly submitted invoice after all goods and services have been received and applicable Deliverables have been approved by THECB.

At THECB's discretion, THECB will award the contract or purchase order to the most qualified Respondent(s) successfully meeting the criteria and conditions as outlined in this SOW, subject to successful contract negotiations.

5.3 Invoices

Upon completion of a deliverable and acceptance by THECB based on the requirements and acceptance criteria set forth in this SOW, Awarded Respondent may submit an invoice to THECB setting forth amounts due in accordance with Terms and Conditions.

Each invoice submitted must include the purchase order number and deliverable for which the invoice relates. All invoices must be sent to accountspayable@highered.texas.gov and the designated THECB contract manager(s).

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. Payments will be made in accordance with Section 5.2 above.

6. Additional Terms and Conditions

6.1 Awarded Respondent Responsibilities

THECB shall look solely to Awarded Respondent for compliance with all the requirements of this SOW and the resulting contract or purchase order. 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 SOW elsewhere and charge any increased costs for the services, including the cost of re-soliciting, to Awarded Respondent.

If subcontracting, before any work may be performed by a subcontractor, the subcontractor must be on Awarded Respondent's approved Texas Department of Information Resources HUB Subcontracting Plan.

6.2 Intellectual Property Rights in Software

THECB owns all intellectual property rights, including trademark and copyrights, of the ADVi chatbot. THECB will provide Awarded Respondent a limited, non-exclusive, non-transferable, revocable license to use THECB's ADVi intellectual property, including trademarks and copyrights, for the sole purpose of providing the services and deliverables set forth in Section 3. Awarded Respondent agrees that it shall not use the THECB trademarks and copyrights or other intellectual property, or any marks or copyrights that are confusingly similar for any other purpose. Awarded Respondent agrees it shall not assert any right, license or interest with respect to any THECB intellectual property. Awarded Respondent further agrees it shall not contest, attack, dispute, challenge, attempt to cancel, oppose, or seek to challenge in any manner or in any forum, THECB's rights, title, and interest to the intellectual property described above.

THECB and Awarded Respondent acknowledge and agree that intellectual property or other property produced, generated, or created in connection with the contract that Awarded Respondent had not previously produced, generated, or created, either completed or partially, shall be THECB's sole property and all rights, title, and interest in and to the work product shall vest in THECB upon payment for the services. To the extent any pre-existing material or property is utilized in the development of the solution(s) discussed herein, Awarded Respondent warrants that it is licensed to use the material or property. Further, Awarded Respondent acknowledges that the ensuing agreement between THECB

and Awarded Respondent will award to THECB an irrevocable license to utilize any pre-existing material or property required for the maintenance of the solution(s) discussed herein. All data inputs and output through the ADVi chatbot shall be the sole property of THECB.

6.3 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, commercial use, marketing, or for distribution unless requested to do so by THECB; or (iii) use Confidential Information other than solely for the benefit of THECB.

6.4 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.

6.5 FERPA Confidentiality and Data Governance Provisions

FERPA. 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; and Individuals with Disabilities Education Act (IDEA). Awarded Respondent agrees to protect with reasonable data security procedures any confidential student information it receives or accesses that could make a student’s identity traceable.

It is further understood and agreed that Awarded Respondent will require access to FERPA-confidential data to effectuate this SOW. Awarded Respondent agrees to sign a Data Sharing Agreement (“DSA”) before accessing any THECB confidential data, in order to act as THECB’s authorized representative. Awarded Respondent agrees to comply with all requirements of the DSA, including but not limited to, ensuring:

- Training for employees on handling confidential educational records;
- Confidential information is utilized only the authorized purpose;
- Confidential information is protected from further unauthorized uses or disclosures; and
- The destruction of confidential information when access is no longer required.

If data is needed to test the product or solution, Awarded Respondent shall provide synthetic data that does not require any data from THECB. No data from THECB shall be used to test any product under this SOW.

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, personally identifiable information (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.

Awarded Respondent shall conduct an IT security audit no later than the 90th day after a contract is executed, and Awarded Respondent shall remedy any deficiencies found in such audit in a reasonable time and notify THECB of such remediations.

Cloud Computing/TX RAMP. Respondent represents and warrants that it has demonstrated compliance with the requirements of the Cloud Computing State Risk and Authorization Management Program found in Texas Government Code § 2054.0593. (See also <https://dir.texas.gov/texas-risk-and-authorization-management-program-tx-ramp>.) Respondent further agrees to maintain program compliance and certification throughout the term of the engagement with THECB.

Cybersecurity Insurance Coverage. Respondent agrees to obtain and maintain cyber security insurance coverage including both first- and third-party coverage, covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security.

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 purchase order based on the sensitivity of the THECB data.

6.6 Technical Documents

All technical documents developed or procured by Awarded Respondent shall not be proprietary in nature, such that THECB is limited in the use of such documents. If any such documents are proprietary, including training materials, the Awarded Respondent must identify such documents and provide THECB with any technical support and training for use of such documents, prior to the transfer of such documents to THECB.

6.7 Data Center Services Utilization

Texas Government Code § 2054.391 requires THECB to utilize the services of the Data Center Services (DCS) program for all hosted solutions, unless otherwise approved by the Texas Department of Information Resources (DIR) through a Data Center Services Exemption. Awarded Respondent warrants that all hosted solutions offered in response to this SOW (including custom developed application, commercial off-the-shelf (COTS), and portal or website managed content) will be hosted in the DCS program, using either public or private cloud compute and DCS managed services provided, or alternatively, if Respondent intends to propose a Software as a Service (SaaS), then Awarded Respondent warrants that the solution clearly meets the National Institute of Standards and Technology standard definition of SaaS. Further, if Respondent intends to propose a SaaS, Respondent acknowledges that THECB will be required to request and receive a DCS program exemption from DIR before a purchase order or contract can be awarded to Respondent. Respondents should provide one technical solution: either SaaS or DCS hosted and managed. For more information, see Attachment A: Department of Information Resources (DIR) Shared Technology Services Policy Document.

7. Schedule of Events

7.1 Calendar of Events

The solicitation process for this SOW will proceed according to the schedule below. THECB reserves the right to revise this schedule or any portion of this SOW by published addendum on THECB website: <https://www.highered.texas.gov/about/administrative/procurement/>.

EVENT	DEADLINE
Publication of SOW on THECB's Website	May 24, 2023
Last Day to Submit Written Questions	June 5, 2023, 11:30pm
THECB's Anticipated Response to Written Questions	June 9, 2023
Proposal Due Date and Time	June 23, 2023, 11:30pm
Anticipated Post-Proposal Presentations, if required	July 10, 2023, to July 21, 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. THECB will post responses to written questions on the THECB website.

7.2 Point of Contact

Respondents shall direct all inquiries, written questions, requests for clarification, and communications concerning this SOW to the Point of Contact listed below. Inquiries and comments must reference SOW No. 781-3-29358.

Jeffrey Trevathan, CTCD, CTCM
Contracts and Procurement
Texas Higher Education Coordinating Board
eBids@highered.texas.gov

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

All THECB responses must be in writing to be binding. Any information THECB deems to be important and of general interest or which modifies requirements of the SOW shall be provided in the form of an addendum to the SOW on THECB's website.

8. Proposal Format and Content (Required)

8.1 SOW Attachments

This SOW also includes the following attachments, which are posted on THECB's website:

Attachment A: Department of Information Resources (DIR) Shared Technology Services Policy Document

Attachment B: Conflict of Interest Disclosure Statement (Required)

If 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 the Respondent.*

8.2 Organization of the Proposal for Submission

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

prior to the deadline. The subject line of the email shall be entitled “Proposal Submitted for SOW No. 781-3-29358 ADVi Chatbot.” THECB recommends a limit of 75 MB for each attachment.

Proposals must include all required attachments in the order outlined below and be in the format described herein. THECB will not accept attachments received after the proposal deadline. Failure to submit all the required information shall make the proposal nonresponsive and thus disqualified from consideration.

Respondents are solely responsible for thoroughly understanding this SOW and its attachment. Any questions concerning this SOW should be directed to the Point of Contact by the Deadline for Submitting Questions identified in Section 7.1.

Respondents are cautioned to pay particular attention to the clarity and completeness of their proposal. Respondents are solely responsible for their proposal and all documentation submitted. Respondent’s proposal shall be as precise, accurate, and succinct as possible. Respondent shall provide detailed descriptions of how it will fulfill each requirement. The clarity and completeness of a proposal may be considered by THECB evaluators.

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

Proposal shall include:

Respondent 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. The Excel document shall contain the pricing as described in Section 5.1.
2. PDF No. 1 shall contain responses to the following in this order:
 - Respondent’s current DIR contract number or a hyperlink to Respondent’s current active DIR contract;
 - Minimum Eligibility Requirements under Section 2. and all subsections of Section 2.
 - Scope of Work under Section 3. and all subsections of Section 3.

- 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 shall contain the following two items:

- 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 SOW.

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 the ADVI Chatbot Development.

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.”
- Terms and Conditions Acceptance/Exceptions
 - “Full acceptance of the terms and conditions described in this Statement of Work;” *or*
 - Provide a list of exceptions to the terms and conditions in Respondent’s Transmittal Letter. Any exceptions to this SOW must be specifically noted in the letter. If Respondent takes any exceptions to any provision of this SOW, these exceptions must be specifically and clearly identified by Section and Respondent’s proposed alternative must also be provided. Please note as an agency of the state of Texas, THECB is bound to comply with all applicable state and federal procurement and contract laws. Exceptions to required terms and conditions may disqualify the proposal from further consideration. Respondent cannot take a “blanket exception” to the entire SOW. If any Respondent takes a blanket exception to this entire SOW or does not provide proposed alternative language, the proposal may be disqualified from further consideration.

Any terms and conditions attached to a proposal will not be considered unless specifically referred to in this SOW and Respondent's attachment of such terms and conditions to a proposal may disqualify the proposal.

Respondents are strongly encouraged to submit written questions during the inquiry period regarding any terms and conditions of this SOW.

The proposal shall include all information required in this SOW. Respondent is solely responsible for thoroughly understanding the SOW and its attachments. Questions should be directed to the Point of Contact by the Deadline for Submitting Questions. Respondent is solely responsible for its proposal and all documentation submitted.

□ Conflict of Interest Disclosure Statement (Attachment B)

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 vendor selection.

If a Respondent does not have any known or potential conflicts 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 or purchase order. 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 it 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 into a contract with a person it has 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.

8.3 Additional Considerations

- All written deliverables must be phrased in terms and language that can be easily understood by non-technical personnel (e.g., laypersons without subject matter expertise).
- All items of this agreement shall be done in accordance with Awarded Respondent Responsibilities.
- THECB may request oral presentations.

9. Proposal Evaluation

9.1 Evaluation Criteria

THECB will review and score proposals according to the Evaluation Criteria outlined in the table below. The relative weight of each criterion is indicated by the maximum possible number of points 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).

Evaluation Criteria Table	
Criterion	Weight
Pricing: Cost estimate demonstrates best value to the state. Cost will be evaluated both for any proposed upfront development and for ongoing maintenance costs (both those paid to vendor and those incurred by internal teams) and as such all submissions should clearly delineate among different cost types.	10%
Strength of Project Work Plan: Proposal satisfactorily addresses Scope of Work in Section 3, including all subsections;	30%
Work plan demonstrates an understanding and commitment to creating equitable advising experiences for student populations who have traditionally been underserved;	10%
Work plan demonstrates an understanding of artificial intelligence (AI) chatbot development and deployment.	10%
Timeline: Project plan provides an acceptable and reasonable timeline for implementation.	10%
Experience and Qualifications: Per Section 2.1 Experience and 2.2 Qualification	30%
Total	100%

Scoring Scale:

<u>5</u>	<u>Exceptional, exceeds and fully meets all requirements</u>
<u>4</u>	<u>Good, advantageous, exceeds some requirements</u>
<u>3</u>	<u>Average, meets minimal requirements</u>
<u>2</u>	<u>Addresses most of the minimal requirements</u>
<u>1</u>	<u>Poor, addresses part of minimal requirements</u>

SAMPLE SCORING SHEET:

<u>Criteria</u>	<u>Score(1-5)</u>	<u>Weight</u>	<u>(Score * Weight) * 100</u>
<u>Experience and Qualifications</u>	<u>3</u>	<u>20%</u>	<u>60</u>
<u>Response to Scope</u>	<u>2</u>	<u>60%</u>	<u>120</u>
<u>Pricing</u>	<u>4</u>	<u>20%</u>	<u>80</u>
Total Score			260

THECB will consider 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 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 SOW;
- (b) The proposal that indicates Respondent's ability to reliably perform the required tasks/deliverables described in this SOW;
- (c) The Respondent's ability to adhere to the schedule and delivery terms (if applicable);
- (d) Respondent's experience in providing services in this SOW;
- (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.).

9.2 Award Notice

If the SOW is awarded, THECB will post a Notice of Award on the THECB website. However, there is no guarantee that an award, any contract, or purchase order will result from this SOW. The award, if issued, is contingent upon funds being appropriated to the THECB for the services sought in this SOW.

THECB will not respond to inquiries regarding procurement status.