



# TEXAS HIGHER EDUCATION COORDINATING BOARD

Request for Offers (RFO)

**OERTX Repository**

**No. 781-4-29535**

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

**NIGP Code(s): 920-45**

**Solicitation Post Date:** August 21, 2023  
**Written Questions Deadline:** August 29, 2023  
**Proposal Deadline:** September 13, 2023

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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 the greatest challenges facing Texas colleges and universities is the need to contain costs and increase value for students, a key objective of the [\*Building a Talent Strong Texas\*](#) Strategic Plan. The use of open educational resources (OER), which are typically offered at no- or low-cost to students, can lead to significant cost savings. Post-secondary students spend an average of over \$1,200 annually on course materials and other supplies. Multiple national studies have demonstrated that the cost of instructional materials is a major concern. OER are an affordable and accessible alternative to traditional textbooks and other instructional resources. The Texas Legislature recognized the benefits of making OER available to Texas faculty and students with House Bill 3652, 86th Texas Legislature, Regular Session (codified as TEC 61.0670), which mandated the creation of a state repository of OER. The [OERTX Repository](#), a public digital library of OER for higher education, was created with appropriated funding and launched in September 2020.

THECB seeks one or more vendors to maintain, support, and expand the OERTX Repository, which now serves over 500,000 users in Texas and across the nation. The number of users is anticipated to grow. OERTX offers access to a wide range of OER (including textbooks, full courses, course materials, modules, images, videos, assessments, and any other tools, materials, and techniques used to support learning and student success), allows users to upload and author OER within the platform, provides tools for collaboration, and hubs for institutions and organizations to curate OER materials according to specific needs.

THECB has the authority to enter into a contract resulting from this solicitation pursuant to Texas Education Code § 61.067. THECB and Awarded Respondent shall comply with all applicable procurement laws of the state of Texas.

## **2. Minimum Eligibility Requirements**

### **2.1 Experience**

Respondents must have a minimum of five years' experience providing services like those described in the Section 3.01 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. Respondents who do not meet this requirement are not eligible for award.

THECB encourages Historically Underutilized Businesses to compete for this award.

### **2.2 Qualifications**

### **2.2.1 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 designing, maintaining, hosting, and working to scale use of an OER Commons Microsite, including their capability to perform the required services.

The following shall be included with the Company Profile:

- Organization chart,
- Management team resumes, and
- Key personnel resumes, illustrating the qualifications of each individual to perform the services described in this SOW including expertise in OER Commons Microsites.

### **2.2.2 Key Staff and Qualifications of Key Staff**

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

## **3. Scope of Work**

### **3.1 Technical Requirements**

Awarded Respondent shall:

- (1) Host the OERTX Repository, a Microsite of OER Commons, which is located at <https://oertx.highered.texas.gov/>. This requires expertise in the SaaS service built in Django (a Python framework) and Amazon's EC2 Cloud Infrastructure.
- (2) Provide all maintenance and support services for OERTX.
- (3) Provide functionality and training for THECB administrators of OERTX.
- (4) Conduct and implement research with the aim of scaling the use of OERTX and increasing user satisfaction.
- (5) Design and implement professional development programming for Texas higher education institution administrators, faculty, librarians, and instructional designers with the aim of scaling the use of OERTX and increasing user engagement.
- (6) Ensure compliance with the Family Education Rights and Privacy Act and compliance and enforcement of enforcement of THECB's Data Access Policies.

- (7) Incorporate THECB trademarks, color and design requirements.
- (8) Ensure validation against introduction of inappropriate/offensive content.
- (9) Provide analytics about user engagement and use of OERTX to THECB staff.
- (10) Maintain WCAG 2. accessibility compliance.
- (11) Ensure that web application development is based on secure coding guidelines, such as the guidelines published by the Open Web Application Security Project (OWASP)
- (12) Ensure proper information security controls are in place to meet the THECB security policies and requirements, including:
  - (a) Authentication and password management
  - (b) Authorization and role management
  - (c) Ensure OAuth (or similar) as authorization standard for protected access to portal
    - (i) Audit logging and analysis
    - (ii) Network and data security
    - (iii) Code integrity and validation testing
    - (iv) Cryptography and key management
    - (v) Data validation and sanitization

### **3.2 Deliverables and Service Requirements**

Awarded Respondent will:

- Host, maintain and make improvements to the existing OERTX infrastructure
- Provide ongoing technical support and troubleshooting for OERTX
- Provide ongoing access to analytics about OERTX user engagement and use
- Provide research reports, as determined by vendor and THECB, for scaling the use of OERTX and increasing user satisfaction.
- Provide analysis of evaluation data on participant experience to gauge success of professional development, as determined by vendor and THECB.

### **3.3 Acceptance Criteria**

Awarded Respondent shall comply with the following acceptance criteria:

Actionable Deliverables which successfully meet all requirements outlined in the SOW shall be provided by the specified dates. Any changes to delivery dates must have prior approval (in writing) by THECB.

All Deliverables must be submitted in a format approved by THECB. THECB has the sole responsibility of determining the completeness of Awarded Respondent's work. THECB

will complete a review of each submitted deliverable within a mutually agreed upon timeframe from the date of receipt.

In the event THECB does not approve a Deliverable, Awarded Respondent will be notified in writing with the specific reasons. Awarded Respondent will have up to five (5) business days to correct the unaccepted Deliverable.

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

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## **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:

- Provide scheduled bi-weekly updates to THECB staff.
- Provide THECB ongoing access to analytics on site use.

### **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 described in this RFO, including personnel costs and all other necessary expenses required in the performance of the contract. 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 format below 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 the issuance of a contract by THECB. THECB does not guarantee specific compensation to 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, upon the receipt of a properly submitted invoice after all goods and services have been received and applicable Deliverables have been approved by THECB.

THECB will award the contract to the most qualified Respondent(s) successfully meeting the criteria and conditions as outlined in this RFO, 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](mailto: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 5.02 above.

**5.4 Payment Instructions**



To receive payment, Awarded Respondent must submit an invoice to [accountspayable@highered.texas.gov](mailto: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 or Purchase Order shall commence upon execution of a Contract or Purchase Order by THECB with Awarded Respondent. The initial term of the Contract or Purchase Order shall be for one year with the option for three renewal periods. The term of the Contract or Purchase Order including the optional renewal periods may not exceed three years, unless extended or terminated as otherwise provided for in the Contract or Purchase Order. 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.

To exercise the option to extend the term, THECB will notify Awarded Respondent in writing.

## **7. Terms and Conditions**

See Attachment D, Anticipated Contract.

## **8. Additional Terms and Conditions**

### **8.1 Awarded Respondent Responsibilities**

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

### **8.2 Intellectual Property Rights in Software**

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.

### **8.3 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 or for distribution unless requested to do so by THECB; or (iii) use Confidential Information other than solely for the benefit of THECB.

### **8.4 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.

## **8.5 FERPA Confidentiality and Data Governance Provisions**

*Privacy.* Awarded Respondent warrants that it has experience incorporating privacy by design into deliverables and agrees to integrate privacy best practices into all products to ensure data protection. Awarded Respondent will be responsible for effectuating consent management, including ensuring OERTX Repository users understand how data is used, which data is shared, and whether to share personal data for purposes outside of the processing of an application. Awarded Respondent will design mechanisms for obtaining binding consents from minors through their parents or guardians. 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 RFO 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 prior to making any required notifications. This section shall survive termination of the agreement.

If data is needed to test the product, 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 RFO.

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.

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.

## **8.6 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, 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.

## **8.7 Cybersecurity Training and Insurance**

Awarded Respondent represents and warrants that it will comply with the requirements of Texas Government Code § 2054.5192 relating to cybersecurity training and required verification of completion of the training program. Awarded

Respondent further warrants it will 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 confidential information, alteration of electronic information, extortion, and network security.

**8.8 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 RFO (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 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.

**9. Schedule of Events**

**9.1 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.

**9.2 Calendar of Events**

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

EVENT	DEADLINE
Publication of RFO	August 21, 2023
Last Day to Submit Written Questions	August 29, 2023
THECB’s Anticipated Response to Written Questions	September 6, 2023

Proposal Due Date and Time	September 13, 2023
Anticipated Post-Proposal Presentations, if required	TBD
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.

### 9.3 Point of Contact

Respondents shall direct all inquiries, written questions, requests for clarification, and communications concerning this RFO to the Point of Contact listed below. Inquiries and comments must reference RFO No. 781-4-29535.

Jeffrey Trevathan, CTCD, CTCM  
 Contracts and Procurement  
 Texas Higher Education Coordinating Board  
[eBids@highered.texas.gov](mailto:eBids@highered.texas.gov)

Please Note: Marcus Garcia 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 RFO shall be provided in the form of an addendum to the RFO on THECB’s website.

## 10. Proposal Format and Content (Required)

### 10.1 RFO Attachments

This RFO also includes the following attachments, which are posted on THECB’s website and the Electronic State Business Daily:

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 Acknowledgment
7. Signature

Attachment B: HUB Subcontracting Plan (Required)

Attachment C: Anticipated Contract (for Reference Only)

Attachment D: Conflict of Interest Disclosure Statement (Required)

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

If 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 the Respondent. Proposal shall not modify or replace Attachment E.*

## 10.2 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](mailto:eBids@highered.texas.gov) and received by THECB prior to the deadline. The subject line of the email shall be entitled "Proposal Submitted for RFO No. 781-3-29535, OERTX Repository." 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 required information shall make the proposal nonresponsive and thus disqualified from consideration.*

Respondents are solely responsible for thoroughly understanding this RFO and its attachments. Any questions concerning this RFO should be directed to the Point of Contact by the Deadline for Submitting Questions identified in section 9.3

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: Excel document; Portable Document File (PDF) No. 1; and PDF No. 2.

*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.*

- The Excel document shall contain the pricing as described in Section 5.1.
- PDF No. 1 shall contain responses to the following in this order:
  - Minimum Eligibility Requirements under section 2. and its subsections;
  - Response to Scope of Work under section 3. and its subsections; 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.
- PDF No. 2 shall contain the following two items:

1. 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 RFO.

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 781-4-29535 OERTX Repository.

**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 Request for Offers;” *or*
  - Provide a list of exceptions to the terms and conditions in Respondent’s Transmittal Letter. Any exceptions to this RFO must be specifically noted in the letter. If Respondent takes any exceptions to any provision of this RFO, 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 RFO. If any Respondent takes a blanket exception to this entire RFO 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 RFO 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 RFO.

The proposal shall include all information required in this RFP. Respondent is solely responsible for thoroughly understanding the RFO 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.

2. Execution of Proposal (Attachment A)
3. HUB Subcontracting Plan (Attachment B)
4. Conflict of Interest Disclosure Statement (Attachment D)

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. 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 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.

**10.3 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 any contract shall be done in accordance with Awarded Respondent Responsibilities.
- THECB may request oral presentations.

**11. Proposal 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).

Evaluation Criteria Table	
Criterion	Weight
Qualifications and Experience	
<ul style="list-style-type: none"> <li>• Demonstrated ability to host, maintain, and support an OER Commons Microsite, including providing effective administrator training</li> </ul>	30

<ul style="list-style-type: none"> <li>• Demonstrated expertise in state- and national-level research aimed at scaling and improving an OER Repository</li> </ul>	30
<ul style="list-style-type: none"> <li>• Demonstrated expertise in providing professional development for OERTX users and other stakeholders</li> </ul>	30
<b>Fees &amp; Costs</b>	
<ul style="list-style-type: none"> <li>• Respondent Pricing Sheet includes project fees and costs that are reasonable given the scope of work presented, and includes sufficient details to justify proposed fees and costs</li> </ul>	10
<b>Total</b>	<b>100</b>

**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) *</u>
			<u>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>
<b><u>Total Score</u></b>			<b><u>260</u></b>

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

**Award Notice.** If the RFO is awarded, THECB will post a Notice of Award on the Electronic State Business Daily (ESBD). However, there is no guarantee that an award or any contract will result from this RFO. **THECB will not respond to inquiries regarding procurement status.**