



**Texas Higher Education
Coordinating Board**

Request for Offers (RFO)
No. 781-4-03179

**StudentTracker® for Colleges and Universities
StudentTracker® for Educational Organizations**

NIGP Code(s):

956-35	Internet Database Subscriptions
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Proprietary Statement:

The issuing office believes that the requested items in this request for offers may be proprietary to one vendor under Section 2155.067 of the Government Code; however, the issuing office strongly encourages offers from all qualified respondents that may be able to provide the requested items.

Solicitation Post Date: August 9, 2024
Written Questions Deadline: August 14, 2024 by 11:30 PM CT
Proposal Deadline: August 23, 2024 by 11:30 PM CT

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

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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 to procure a subscription to National Student Clearinghouse Student Tracker® Premium. A service that provides information on student enrollment and completion data in out-of-state post-secondary institutions. This data will allow THECB to provide comprehensive analysis on enrollments, persistence, and completion of postsecondary credentials by Texas students. This data is an important part of understanding if and how Texans acquire postsecondary credentials and degrees. Adding student-level out-of-state data to THECB's data resources provides a more complete view and enhances the ability to analyze and, therefore, better understand the student educational pipeline. Data from this resource may also be made available to approved researchers in a de-identified/anonymized format, through the three state-authorized Education Research Centers located at UT Austin, UT Dallas, and the University of Houston. These services will result in enhanced data and research available to inform education policy and practice in the state.

In addition, THECB intends to provide these services to all Texas public postsecondary institutions to inform institutional policy and practice. Institutions that already contract for NSC Student Tracker Services will be able to receive enhanced Tracker Premium services at no extra charge and with very minimal additional administrative burden on THECB. This will allow institutions to evaluate the outcomes for students who complete a credential elsewhere or who go on to enroll in subsequent credential programs.

2. Minimum Eligibility Requirements

2.1 Experience

Respondents must have a minimum of twenty years' experience providing services like those described in the Section 3.1 Scope of Work. An entity or company in existence for fewer than twenty 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 to submit a proposal.

THECB encourages Historically Underutilized Businesses to compete for this award.

3. Scope of Work

3.1 Scope of Services Requested

Awarded Respondent shall provide THECB with access to StudentTracker® for Colleges and Universities and StudentTracker® for Educational Organizations by the National Student Clearinghouse (the Clearinghouse) throughout the proposed contract term. The process for requesting and accessing data will generally be as follows:

1. The Educational Agency will submit Request Files electronically and will include data elements and a configuration as is reasonably required by the Clearinghouse. Alternatively, by following procedures reasonably required by the Clearinghouse, the Educational Agency may go on-line to a Clearinghouse website to query the

- enrollment and academic achievements of individuals at other postsecondary institutions;
2. If the Educational Agency elects to receive Premium Features under this RFO, subject to the limitations in this paragraph, the Clearinghouse shall provide the following Premium Features to the Educational Agency:
 - a. Premium Reports – Analysis Ready Reports and Institutional Signature and Snapshot Reports.
 - b. Request File Re-Run Capability – Functionality that allows the Educational Agency to re-run request files previously submitted. Files can be re-run up to four (4) times in a one-year period and will be available for up to eight (8) years.
 - c. Data Visualization – Graphical presentation of aggregated information based on pre-defined attributes. The features will contain multiple views and will have specific provisions to exclude individually identifiable information when limited datasets are available.
 3. Any aggregated elements of the Premium Features may be inferred and collected from other sources when not provided by the Educational Agency.

3.2 Technical and Security Requirements

Additionally, Awarded Respondent shall comply with the following technical and security requirements:

Maintain a Secure File Transfer Protocol server for transmitting data to and from institutions and educational agencies.

Awarded Respondent must maintain compliance with all applicable data privacy laws and all confidentiality provisions contained herein, including but not limited to Section 7.5 below, during the performance of the services described in this RFO.

3.3 Deliverables

Awarded Respondent shall:

- Provide THECB with access to StudentTracker® for Colleges and Universities and StudentTracker® for Educational Organizations by the Clearinghouse throughout the proposed contract term and provide all requested data as provided in this RFO and the resulting contract between THECB and Awarded Respondent.

3.4 Acceptance Criteria

Awarded Respondent shall comply with the following acceptance criteria:

Awarded Respondent should submit invoices for payment for services provided under this RFO, 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 RFO. 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, THECB will notify the Awarded Respondent in writing and with 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 a Deliverable (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:

- Agenda and meeting minutes for weekly status meeting; and
- Weekly contractor status report based on the THECB provided template.

4.2 Meetings and Communication Plan Between Meetings

As mutually agreed, meetings may be scheduled via teleconference/videoconference or in-person. 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 services and comply with all technical requirements as described in this RFO, including personnel costs, license fees, maintenance costs, and all other necessary expenses required in the performance of the contract or purchase order. Pricing shall cover the initial year and optional renewals as stated under Section 6, "Contract or Purchase Order Term and Termination."

5.2 Payment Terms and Award Summary

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

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. THECB does not guarantee Awarded Respondent 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 shall award the contract or purchase order 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 services provided to THECB based on the requirements and acceptance criteria set forth in this RFO, 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(s) to which the invoice relates. All invoices must be sent to the designated THECB contract manager(s) and accountspayable@highered.texas.gov.

THECB shall certify that the goods and services have been received and approved for payment by THECB prior to making any payment for invoices submitted by Awarded Respondent. Payments will be made in accordance with Section 5.2 above.

6. Contract or Purchase Order Term and Termination

The contract or purchase order shall commence **upon execution** and shall continue for a period of one (1) year following execution, with two (2) optional renewals at THECB's sole discretion thereafter, 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.

7. Additional Terms and Conditions

7.1 Awarded Respondent Responsibilities

THECB shall look solely to Awarded Respondent for compliance with all the requirements of this RFO 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 RFO 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 approved by THECB and must be on Awarded Respondent's approved Texas Department of Information Resources HUB Subcontracting Plan.

THECB may require Awarded Respondent to conduct criminal background checks for all team members assigned to this project or otherwise provide documentation that all team

members assigned to this project have passed a recently conducted criminal background check. Any team member who does not pass a criminal background check shall not be assigned to the project team.

All contracted services, including services performed by subcontractors, must be conducted by individuals located in the US who are legally eligible to work in the US. Upon request, Awarded Respondent shall provide THECB with an electronic or hardcopy confirmation of compliance with this requirement.

7.2 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.

Awarded Respondent acknowledges and agrees that all THECB-owned intellectual property, including any applicable trademark, copyrights, logos, graphics, etc. shall remain the intellectual property of THECB. To the extent necessary, THECB will provide Awarded Respondent a limited, non-exclusive, non-transferable, revocable license to use THECB's intellectual property for the sole purpose of providing the services and deliverables set forth in Section 3. herein. 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 that 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.

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.

7.3 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 any 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.

7.4 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.

7.5 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 (COPPA); 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.

Awarded Respondent shall not access FERPA or other confidential data from THECB or on behalf of THECB until the Parties execute a separate Data Sharing Agreement (DSA).

All data provided by THECB shall remain in the continental United States at all times.

Data Security. Awarded Respondent warrants that it has a sound data security program, that, at a minimum, meets industry standards, which 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 brought back into service without significant delay. 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 purchase order based on the sensitivity of the THECB data.

7.6 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 that 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 private information, alteration of electronic information, extortion, and network security.

7.7 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. Schedule of Events

8.1 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 may be rejected for being late and may 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.

8.2 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.

EVENT	DEADLINE
Publication of RFO on THECB's Website	August 9, 2024
Last Day to Submit Written Questions	August 14th, 2024, by 11:30PM CT
THECB's Anticipated Response to Written Questions	August 16th, 2024
Proposal Due Date and Time	August 23rd, 2024, by 11:30PM CT
Post-Proposal Presentations, if required	TBD
Anticipated Contract Start Date	Upon execution

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 RFO that the question or request for clarification pertains to. THECB will post responses to written questions on the THECB website.

8.3 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. 781-4-03179.

Marcus Garcia, CTCD, CTCM
Financial Services Division – Contracts and Procurement
Texas Higher Education Coordinating Board
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.

9. Proposal Format and Content (Required)

9.1 RFO Attachments

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

Attachment A: Execution of Proposal (Required)

Attachment B: Conflict of Interest Disclosure Statement (Required)

Attachment C: DIR Shared Technology Services Policy Document

Attachment D: HUB Subcontracting Plan (Intentionally Omitted)

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 may disqualify the Respondent.*

9.2 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 RFO No. 781-4-03179**", **StudentTracker**. THECB recommends a limit of 75 MB for each attachment.

Proposals should include all required attachments. THECB will not accept attachments received after the proposal deadline. Unless THECB elects to waive any of these requirements, 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 8.2.

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.

Respondent shall submit a total of two (2) files:

(2) Portable Document Files (PDF) as noted below.

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

1. PDF No. 1: Response to Section 2. and Section 3.

The first PDF should contain responses to the following:

- Minimum Eligibility Requirements under Section 2. and all subsections of Section 2.;

- Scope of Work under Section 3. and all subsections of Section 3.;
2. PDF No. 2: Attachment A and Transmittal Letter

The second PDF should contain the following two (2) items:

- Attachment A: 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 a 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 signed statement on potential conflicts of interest or a signed statement that no potential conflicts exist may 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.

- **Transmittal Letter:** Respondent should 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 and the Anticipated Contract.

The Transmittal Letter should be signed by a person legally authorized to bind Respondent. The letter should specifically identify that the proposal is in reference to Student Tracker.

The Transmittal Letter should include the following (or substantially similar) language:

- *“The proposal enclosed is binding and valid at the discretion of THECB.”*
- *“The enclosed proposal is good for one hundred and twenty (120) 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 RFO. 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.

9.3 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.

10. Proposal Evaluation Criteria

THECB will review and score the responsive proposal 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 may consider both the final weighted score as well as the average ranking when making vendor selection.

EVALUATION CRITERIA TABLE	
CRITERION	WEIGHT
<p>Overall Experience</p> <p>Evaluation will include an assessment of demonstrated experience of Respondent in the relevant areas requested by the RFO. ability to meet the requirements outlined in this RFO, evidence of past performance, quality of past work, references, and other related items.</p>	10%
<p>Ability to Provide StudentTracker® for Colleges and Universities and StudentTracker® for Educational Organizations to THECB.</p> <p>Respondent is able to provide the requested services to THECB.</p>	80%
<p>Pricing</p> <p>Effective and efficient delivery of services is reasonable and appropriate in relation to the allocated budget. Cost estimate demonstrates best value to the state.</p>	10%
<p>Total</p>	100%

Scoring Scale:

5	Exceptional, fully meets and exceeds all requirements
4	Good, advantageous, exceeds some requirements
3	Average, meets minimal requirements
2	Addresses most of the minimal requirements
1	Poor, addresses part of minimal requirements
0	No response provided

Sample Scoring Sheet:

CRITERIA	SCORE (1-5)	WEIGHT	(SCORE*WEIGHT) *100
Overall Experience & Demonstrated Results	4	40%	160
Strategic Workplan Approach	3	40%	120
Timeline	5	10%	50
Budget Approach	2	10%	20
Total Score			350

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 RFO;
- b) The proposal that indicates Respondent’s ability to reliably perform the required tasks/deliverables described in this RFO;
- c) The 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 THECB website. However, there is no guarantee that an award, any contract, or purchase order will result from this RFO.

THECB will not respond to inquiries regarding procurement status nor respond to questions after the deadline.