



# TEXAS HIGHER EDUCATION COORDINATING BOARD

Request for Offers (RFO)

**Course Sharing Technology Platform**

**No. 781-4-30055**

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

**NIGP Code(s):**

920-91 Training, Computer Based, Software Supported

**Solicitation Post Date:** April 2<sup>nd</sup>, 2024  
**Written Questions Deadline:** April 5<sup>th</sup>, 2024, by 11:30PM CT  
**Proposal Deadline:** April 16<sup>th</sup>, 2024, by 11:30PM CT

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## **1.0 Introduction**

The Texas Higher Education Coordinating Board (THECB) is a state agency that provides leadership and coordination for Texas higher education. Through strategic investment in a shared service model of online course development, delivery, and sharing THECB seeks to expand on the success of the foundational statewide online course sharing pilot program. The current pilot program includes ten institutions that implemented course sharing using a highly automated course sharing platform in the fall 2023 academic semester, for the 2023-2024 academic year. To expand the program and include additional institutions, institutional readiness and implementation will take place during spring 2024–summer 2024. THECB will procure a technology platform that will continue to provide a highly automated course sharing experience for students and institutions allowing for scalability of the program across the state

Course sharing benefits students by facilitating access to courses needed for degree completion, progression and/or specialized credential programs not available at the home institution. Institutions benefit from course sharing through increased enrollment, streamlined degree or certificate completion, access to supplemental and expert faculty, and opportunities for collaborative, innovative credential (micro, stackable) development.

Course sharing or course exchange is a collaborative, cross-institutional model which allows students at one institution to cross-register in online (only) courses at another institution. Institutions typically participate in a consortium model and serve as either a home institution (where the student is fully enrolled) and/or a teaching institution (where the course is taught). In a course sharing model, institutions can define which courses are made available to their students. The institutions determine whether or not students can register on their own or register in coordination with an advisor.

To establish administrative, technical, and financial success in any course sharing program, the time and expertise of various departments and stakeholders across institutions is needed. Additionally, integration and data sharing among Learning Management Systems (LMS), Enterprise Resource Planning (ERP), Student Information Systems (SIS), and other student support systems must be considered.

To successfully continue and expand a statewide model the agency will:

- procure a technology platform that will provide a highly automated course sharing experience for students and institutions.
- foster a course sharing community with participating institutions to support a collective, robust foundation for success.
- provide centralized technology assistance for technology implementation, training, and change management.

### **Course Sharing Platform Implementation**

THECB seeks to procure a course sharing vendor platform and related services to facilitate the management of the technical, administrative, and financial elements required for course sharing services across public institutions in Texas. This includes the

implementation and support for institutional course sharing technology platform instances integrated into key administrative systems at the institutions, change management guidance and support, training for stakeholders, and ongoing customer support.

## **2.0 Minimum Eligibility Requirements**

### **2.01 Experience**

Respondents must have a minimum of five years' experience providing services and a course sharing platform 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..

THECB encourages Historically Underutilized Businesses to compete for this award.

### **2.02 Qualifications**

#### *2.02.1 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 RFO. Respondents must submit a Company Profile that outlines their experience and expertise in the area of Course Sharing, 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 RFO including:
  - demonstrated experience in a course sharing platform that currently supports and enables multi-vendor integration of Student Information Systems (SIS), and other enterprise systems (e.g., Enterprise Resource Planning (ERP), financial, and transcripts) via secure APIs allowing for automated course sharing processes for students and institutions.
  - experience in facilitation of change management processes associated with support, training, and onboarding of key institutional stakeholders for implementation.

- ability to work successfully with institutions that have a wide range of IT experience and infrastructure, meeting institutions where they are for implementation of course sharing.

#### 2.02.2 *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.

#### 2.02.3 *Cloud Computing Certifications*

Respondent should carry a relevant cloud computing certification to demonstrate security value and knowledge of cloud security concepts and/or the capability to be TX-RAMP certified. Certifications may include but are not limited to:

- ISO/IEC 27001:2013
- NIST SP 800-53 Rev.5
- SOC2 Type II
- SSAE-16
- FEDRAMP
- TX-RAMP
- Adherence to WCAG AA standards for accessibility

### **3.0 Scope of Work**

#### **3.01 Technical Requirements**

Awarded Respondent shall:

1. Provide a SaaS course sharing platform through a subscription pricing model which also facilitates and supports implementation of an automated cross-registration system for Texas institutions of higher education (both Home and Teaching) for online course discovery, registration, enrollment, payment processing, and transcript sharing of successfully completed course credit.
2. Maintain and deploy a system that supports and enables multi-vendor integration of Student Information Systems (SIS) and other enterprise systems (e.g., Enterprise Resource Planning (ERP), financial management, and transcripts) across institutions via secure API solutions which facilitate automated course sharing processes for students and institutions.
3. Work in collaboration with THECB and participating institutions on required institutional agreements related to data sharing, enrollment, and financial aid.

4. Provide support and training for key departmental stakeholders at Texas institutions responsible for administering, monitoring, promoting, supporting, and analyzing course sharing services and systems.
5. Work with institutional IT staff and systems to facilitate implementation of SIS/ERP secure vendor created API integration.
6. Provide customized reports and analytics at the administrative and institutional level that support data reporting and analytics on course sharing platform usage that enables data-driven decisions and identification of students' course seeking and completion across Home and Teaching institutions.
7. Provide communication tools or systems which support multi-institutional communication between course sharing institutions for enhanced community building and resource sharing.
8. Provide all maintenance and support services to THECB and identified institutions.

### 3.02 Deliverables

Awarded Respondent will:

Deliverable Category	Deliverable Description	
Technical	<ul style="list-style-type: none"> <li>• Provide a SaaS course sharing platform through a subscription pricing model which also facilitates and supports implementation of an automated cross-registration system among identified Home and Teaching institutions for online course discovery, registration, enrollment, payment processing, and transcript sharing of successfully completed course credit.</li> <li>• Launch functional test environments for seamless course sharing integration across multiple SIS and other enterprise systems (e.g., ERP, financial management, transcripts) with identified participating institutions in Texas.</li> <li>• Provide a platform with capability to provide customized reports and analytics at the administrative and institutional levels via a secure platform data dashboard.</li> </ul>	Completed by August 2024

Administrative	<ul style="list-style-type: none"> <li>• Work with THECB to update and implement cross-institutional collaboration, policy implementation, and related agreements (MOUs, Consortium, Financial Aid) related to implementation of course sharing across participating institutions.</li> <li>• Create and complete implementation of a FERPA-compliant solution for sharing, as necessary, student information among institutions and the THECB. This includes any necessary consents, as well as applicable terms and conditions.</li> <li>• Onboard identified new participating institutions in collaboration with THECB through a Course Sharing Readiness Assessment.</li> <li>• Conduct and facilitate onboarding, change management, and platform implementation, and platform administrator training with participating institutions and key institutional stakeholders.</li> <li>• Facilitate and lead change management processes to train and onboard institutional stakeholders or departmental teams on how to use, implement, monitor, and analyze data from course sharing platform.</li> </ul>	Completed by August 2024
Technical	<ul style="list-style-type: none"> <li>• Launch live course sharing platform configured for either a Home Institution or Teaching Institution instance at each participating institution (10-25 total institutions) allowing for students at institutions to enroll in and complete identified courses.</li> </ul>	Completed by July 2024

Administrative	<ul style="list-style-type: none"> <li>• Participate in meetings, awareness events, and regular feedback sessions with THECB and participating institutions.</li> <li>• Provide all maintenance and support services to THECB and identified institutions.</li> </ul>	Completed by August 2025
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### 3.03 Acceptance Criteria

Awarded Respondent shall comply with the following acceptance criteria:

Actionable Deliverables which successfully meet all requirements outlined in the RFO 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 five business days 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 five 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.

## 4.0 Reports and Meetings

### 4.01 Reports

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

- As the course sharing platform system subscriber, THECB should be provided appropriate system level access to any platform data dashboards with deidentified data in order to generate reports with disaggregated usage



data of the course sharing platform. Reports may include, but are not limited to:

- Keyword and subject searches for courses on the platform
  - Enrollment numbers by Home Institution to Teaching Institutions
  - Enrollment numbers by course and Teaching Institution
  - Number of successful enrollments across the program
  - Number of unsuccessful enrollments by institution, Home and Teaching
  - Number of dropped courses by institution
- Participating institutional administrators should be provided with or have access to via system data dashboards appropriate institution and student level enrollment data add other reports necessary, for purposes of platform and program effectiveness.

#### **4.02 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.

### **5.0 Payment and Pricing Terms**

#### **5.01 Pricing**

Respondent's pricing must be all-inclusive, covering all services required to provide all deliverables as described in the RFO, including personnel costs, and all other necessary expenses required in the performance of the Contract or Purchase Order. The pricing sheet shall include options for annual renewals and indicate yearly costs as well as the total value over three years. The pricing sheet shall distinguish between pricing for software subscription costs and pricing implementation and service costs in support of the platform.

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 in the format below.

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

## **5.02 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.

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.

## **5.03 Invoices**

Upon completion of a deliverable and acceptance by 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 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.

## **6.0 Contract or Purchase Order Term and Termination**

Use the paragraphs below if there is an option to renew.

The Contract or Purchase Order shall commence upon the later of execution of a Contract or Purchase Order by THECB with Awarded Respondent or January 1,

2024. The initial term of the Contract or Purchase Order shall be for one (1) year with the option for two (2) renewal periods. The term of the Contract or Purchase Order including the optional renewal periods may not exceed three (3) 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.

## **7.0 Additional Terms and Conditions**

### **7.01 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.

### **7.02 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.

### **7.03 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. Awarded Respondent’s employees assigned to this project shall be required to sign a Non-Disclosure Agreement upon award.

#### **7.04 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.

#### **7.05 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.

It is further understood and agreed that Awarded Respondent shall not be required to access student level or any other FERPA confidential data in order to provide the services required under this RFO, and THECB agrees not to knowingly provide Awarded Respondent with access to such information. Awarded Respondent shall not knowingly view, access, acquire, transfer, copy, or otherwise reproduce any student level or other FERPA confidential data.

*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.

*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 Training.* Respondent represents agrees 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.

*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.

## **7.06 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.

## 8.0 Schedule of Events

### 8.01 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	April 2, 2024
Last Day to Submit Written Questions	April 5, 2024 by 11:30PM CT
THECB’s Response to Written Questions	April 9, 2024
Proposal Due Date and Time	April 16, 2024 by 11:30PM CT
Post-Proposal Presentations, if required	TBD
Anticipated Contract Start Date	June 1, 2024

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.

Questions must be submitted in the following format using Excel:

Respondent Name: _____		
Question No.	RFO Section/Subsection Reference (if applicable)	Question
1.		
2.		
3.		

### 8.02 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. 781-4-30055.

Marcus Garcia  
 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.

## 9.0 Proposal Format and Content (Required)

### 9.01 RFO Attachments

This RFO also includes the following attachment, which is posted on THECB’s website:

Attachment A:	Execution of Proposal ( <b>Required</b> )
Attachment B:	HUB Subcontracting Plan Determination (Reference only)
Attachment C:	Anticipated Contract (Reference Only)
Attachment D:	Conflict of Interest Disclosure Statement ( <b>Required</b> )
Attachment E:	DIR Shared Technology Services Policy Document (Reference Only)

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.*

Add any additional attachments to be included with this RFO.

### 9.02 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. 781-4-30055, Course Sharing Technology Platform.” 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 RFO and its attachment. Any questions concerning this RFO should be directed to the Point of Contact by the Deadline for Submitting Questions identified in Section 8.01.

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 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:
  - 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.
3. PDF No. 2 shall contain the following three (3) 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 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 RFO No. 781-4-30055 Course Sharing Technology Platform.

**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 one hundred and twenty days (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.

- Execution of Proposal (Attachment A)
- 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 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.

### **9.03 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.

## **10.0 Proposal 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. Proposals considered responsive will be evaluated by THECB 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.

Evaluation Criteria Table	
Criterion	Weight
<b>Strength of Project Work Plan (50%):</b> <ul style="list-style-type: none"> <li>Proposal addresses Scope of Work Section 3.0, including all subsections;</li> </ul>	20%
<ul style="list-style-type: none"> <li>Work plan demonstrates an understanding of and capability to provide and support implementation of a highly automated course sharing platform across multiple institutions; and that is capable of supporting a large number of courses and student enrollments</li> </ul>	15%
<ul style="list-style-type: none"> <li>Proposal demonstrates commitment to a quality user experience for the implementation and delivery of a highly automated course sharing platform and experience.</li> </ul>	15%
<b>Experience and Qualifications (30%):</b> <ul style="list-style-type: none"> <li>Examples of past course sharing projects and implementation demonstrate the ability to complete a project of comparable scope and complexity;</li> <li>Experienced team and ability to complete specified scope of work, as evidenced by staff profiles and experience; and</li> <li>References demonstrate strength of past work.</li> </ul>	30%
<b>Timeline (10%):</b> <ul style="list-style-type: none"> <li>Project plan provides an acceptable and reasonable timeline for implementation of up to twenty-five (25) institutions.</li> </ul>	10%
<b>Price (10%):</b> <ul style="list-style-type: none"> <li>Cost estimate aligns with expected deliverables and presents reasonable value to the state.</li> </ul>	10%

Scoring Scale:

5	Exceptional, exceeds and fully meets 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

Sample Scoring Sheet

Evaluation Criteria	Score (1-5)	Weight	(Score * Weight) *100
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Strength of Project Work Plan	5	50%	250
Experience & Qualifications	4	30%	120
Timeline	3	10%	30
Price	2	10%	20
<b>Total</b>			<b>420</b>

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 or questions related to budget.**