

TEXAS HIGHER EDUCATION COORDINATING BOARD

Request for Proposals (RFP)

My Texas Future (MTF)– Outreach and Engagement

No. 781-4-02342

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

NIGP	Description		
961-53	Marketing Service, Including Distribution, Public Opinion		
	Surveys, Research, Sales Promotions, etc.		
915-01	Advertising Agency Services		
915-22	Communications Marketing Services		

Solicitation Post Date: Written Questions Deadline: Proposal Deadline: April 15, 2024 April 22, 2024 May 6, 2024

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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.

The THECB is seeking a highly collaborative partner to execute a marketing campaign for My Texas Future, the state's one-stop shop for college and career planning for students. The campaign launch is targeted for August 2024 and will run for a duration of 12 months.

The primary audiences for the campaign will include prospective postsecondary students, including K-12 students and their support networks (families and educators), as well as working-age Texans looking to return to or start a degree program, re-enter the workforce, or pursue a program to advance in their career.

In addition to conveying the benefit of My Texas Future to audiences, the campaign must also demonstrate the value of higher education and the diversity of postsecondary opportunities available to Texans.

This will be a comprehensive, multi-channel marketing campaign that will leverage both traditional and digital channels. The scope of work for execution will include creative asset development during the course of the campaign, media buying and other tactical administration, and campaign optimization and reporting.

2.0 Minimum Eligibility Requirements

2.01 Experience

Respondents must have a minimum of two (2) years' experience providing services like those described in Section 3.0 Scope of Work. An entity or company in existence for fewer than 2 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. Respondents must include in their proposal the number of years of experience they have providing services like those described in Section 3.0.

THECB encourages Historically Underutilized Businesses to compete for this award.

2.02 Qualifications and Company Profile

Respondents must demonstrate their knowledge and expertise in the type of services described in this Request for Proposals (RFP). Respondents' employees and/or subcontractors must have the appropriate background experience to perform the work required under this RFP. Respondents must submit a Company Profile that outlines their experience and expertise in the area of marketing; creative development, including short-form video for social media and search engine marketing (SEM); multi-channel execution across both traditional and

digital media, and campaign performance analytics and reporting, including their capability to perform the required services. Relevant examples may be summarized or included in the Company Profile that reference or demonstrate Respondent's expertise and capability to perform the required services.

The following shall be included with the Company Profile:

- Organization chart;
- Management team resumes;
- Key personnel resumes, illustrating the qualifications of each individual to perform the services described in this RFP including creative asset development, particularly for video assets, targeting and retargeting tactics in multi-channel marketing campaigns and media buying, and campaign reporting and analytics;
- If subcontractors will be utilized, key personnel resumes illustrating the qualifications discussed above for each subcontractor; and
- Examples of experience working on projects of similar size and scope.

2.03 Key Staff and Qualifications of Key Staff

Respondents must provide staff who are fully knowledgeable of the work required under this RFP. Proposed key staff must have the appropriate background skills, knowledge, experience, and training. Evidence of qualifications must be included in the Company Profile. In the event key staff change after the award the THECB must approve replacement on the project.

3.0 Scope of Work

3.01 Creative Asset Development

Awarded Respondent will translate an existing campaign strategy and messaging into audience- and channel-aligned creative assets as needed throughout the course of the campaign. This includes the creation of new assets once the campaign is in flight to optimize performance and reduce fatigue. Assets may include but are not limited to short-form social media videos, social media captions, social media graphics, display ads (animated and static), YouTube video ads, large-format advertising, such as billboards and other out-of-home or event advertising, and radio and podcast ads. Awarded Respondent will also deliver SEM ad copy and conduct ongoing keyword research for execution and optimization of SEM.

Expected activities:

Awarded Respondent shall:

• Develop campaign creative as needed, including copy, visuals, voiceover scripts, and animations and video; and

• Conduct keyword research and generate SEM advertising copy.

Associated Deliverables:

- All creative assets developed by Awarded Respondent, including ad copy (including but not limited to social captions, SEM copy, voiceover scripts), graphics (including but not limited to social graphics, display ads, designs for large-format advertising), animations, and video.
- Keyword research reporting

3.02 Campaign Implementation

Awarded Respondent will execute marketing strategies rooted in an existing overall marketing plan. Awarded Respondent will deliver tactical strategy, including timeline, channel and budget allotment, and KPIs. Awarded Respondent is responsible for placing and maintaining the media buy and monitoring media hard costs. Awarded Respondent will generate channel specific KPIs, monitor campaign performance against those KPIs, and optimize as necessary, including leveraging retargeting tactics and generating new creative assets. Awarded Respondent will meet regularly with THECB staff to report on performance and optimization suggestions.

Awarded Respondent shall not conduct or purchase any media advertisement or other marketing activity on behalf of THECB on a media outlet for which THECB is prohibited by state or federal law from viewing, accessing, contracting with, or conducting any other similar activity.

Expected activities:

Awarded Respondent shall:

- Create a tactical plan based on existing, research-based marketing plan;
- Work with THECB team to define campaign KPIs;
- Purchase, place, and maintain media buy;
- Optimize and refine campaign throughout; and
- Develop new campaign creative as needed.

Associated Deliverables:

- Tactical plan including channels, KPIs, and budget allocation
- Biweekly and quarterly reports and analysis

3.03 Reporting & Closeout

Expected activities:

Awarded Respondent will conduct all final campaign reporting.

Associated Deliverables:

• Final report and presentation

3.04 Acceptance Criteria

Awarded Respondent shall comply with the following acceptance criteria:

Awarded Respondent must submit documentation of work performed under this RFP, pursuant to Section 5.03. Submission of an invoice shall constitute Awarded Respondent's certification that the services have been performed in accordance with this RFP and the contract. 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 3.0.

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

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

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

4.0 Reports and Meetings

4.01 Reports

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

- Biweekly analysis and metrics reporting of campaign performance; and
- Quarterly and post-campaign presentations with detailed analysis.

All reporting will be measured against the goals and KPIs established during the planning process.

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 this RFP, including travel expenses, personnel costs, and all other necessary expenses required in the performance of the contract. The pricing sheet shall include options for annual renewals.

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.

Upon execution of a contract resulting from this RFP, the term "Respondent" shall have the same meaning as "Contractor."

Awarded Respondent agrees not to begin or provide any services until issuance of a contract by THECB. THECB does not guarantee specific or minimum compensation to Awarded Respondent throughout the term of the contract.

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 to the most qualified Respondent(s) successfully meeting the criteria and conditions as outlined in this RFP, subject to successful contract negotiations.

5.03 Invoices

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

Each invoice submitted must include the contract number and deliverable for which the invoice relates. All invoices must be sent to <u>accountspayable@highered.texas.gov</u> 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 Term and Termination

The contract shall commence upon execution by THECB and Awarded Respondent. The initial term of the contract shall be for twelve (12) months with the option for two (2) additional twelve (12) month renewal periods. The term of the contract, including the optional renewal periods, may not exceed three (3) years, unless extended or terminated as otherwise provided for in the contract. Subject to proper approvals, the Parties may amend the contract 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 Terms and Conditions

7.01 Awarded Respondent Responsibilities

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

7.02 Intellectual Property Rights

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.

THECB owns all intellectual property rights, including but not limited to trademark, service marks, and copyrights for its name, logos, and branding, as well as all applications and products for which Awarded Respondent will be conducting the marketing campaign, including but not limited to My Texas Future and all embedded applications therein. For the expressly limited purposes of providing the services described herein, THECB will grant to Awarded Respondent a limited, non-exclusive, non-transferable, revocable license to the intellectual property described in this paragraph. 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 purpose not discussed in Section 3.0 herein. Awarded Respondent agrees that it shall not assert any right, title, or interest with respect to 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.

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 any website or application, including, without limitation any information regarding any 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.

7.04 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 RFP, 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.

Awarded Respondent shall not communicate directly with minors on behalf of THECB without obtaining all necessary consents through their parents or guardians as mandated by state and/or federal law.

<u>Data Security</u>. 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.

<u>Cybersecurity Insurance Coverage</u>. 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 contract based on the sensitivity of the THECB data.

7.06 Anticipated Contract Terms and Conditions

All terms and conditions included in the anticipated contract between THECB and Awarded Respondent shall also apply and are incorporated herein. A copy of the anticipated contract is attached as Exhibit D.

8.0 Schedule of Events

8.01 Calendar of Events

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

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

EVENT	DEADLINE	
Publication of RFP on ESBD and	April 15 ^{th,} 2024	
THECB's Website		
Last Day to Submit Written Questions	April 22 nd , 2024, by 11:30PM CT	
THECB's Response to Written Questions	April 25 th 2024	
Proposal Due Date and Time	May 6 th , 2024, by 11:30PM CT	
Post-Proposal Presentations, if required	TBD	
Anticipated Contract Start Date	TBD	

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 ESBD and THECB's website.

It is Respondent's responsibility to periodically check the ESBD and THECB's website for updates to the solicitation prior to submitting a response. Respondent's failure to periodically check the ESBD and the THECB's website will in no way release the selected contractor from "addenda or additional information" resulting in additional costs to meet the requirements of the RFP.

8.02 Point of Contact

Respondents shall direct all inquiries, written questions, requests for clarification, and communications concerning this RFP to the Point of Contact listed below. Inquiries and comments must reference RFP No. 781-4-02342.

Marcus Garcia Finance Division - Procurement Texas Higher Education Coordinating Board <u>eBids@highered.texas.gov</u>

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 RFP shall be provided in the form of an addendum to the RFP on THECB's website.

9.0 Proposal Format and Content (Required)

9.01 **RFP** Attachments

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

<u>Attachment A</u>: Execution of Proposal (Required), including the following:

- 1. Respondent Information
- 2. Texas Family Code § 231.006(c)
- 3. Texas Government Code § 669.003
- 4. Preferences
- 5. Exceptions to Terms and Conditions
- 6. Respondent Acknowledgement
- 7. Signature

<u>Attachment B:</u> Intentionally Omitted. THECB has determined that no HUB Subcontracting opportunities are available.

<u>Attachment C:</u> Conflict of Interest Disclosure Statement (Required)

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

<u>Attachment D</u>: Anticipated Contract (for reference only)

<u>Attachment E</u>: Acronyms

<u>Attachment F:</u> Submission Checklist

9.02 Submission Requirements and Organization of the Proposal

Proposals must be submitted to the Point of Contact by an authorized representative via email to <u>eBids@highered.texas.gov</u> and received by THECB prior to the deadline. The subject line of the email shall be entitled "Proposal Submitted for RFP No. 781-4-02342, My Texas Future – Outreach and Engagement." THECB recommends a limit of 75 MB for each attachment.

Proposals must include all required attachments and certifications and be in the format described herein. THECB will not accept attachments and certifications received after the proposal deadline. <u>Failure to submit all required information</u> <u>shall make the proposal nonresponsive and thus disqualified from consideration</u>. Respondents are solely responsible for thoroughly understanding this RFP and its attachment. Any questions concerning this RFP should be directed to the Point of Contact by the Deadline for Submitting Questions identified in Section 8.01.

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.

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.

THECB reserves the right to waive any minor or immaterial proposal requirement noted in the submission process. Submission of proposals confers no legal rights upon any Respondent.

Respondent shall submit three files, one Excel file and two (2) files in Portable Document Format (PDF) as noted below.

- 1. <u>The Excel document shall contain the pricing as described in Section 5.01.</u>
- 2. <u>The first PDF shall contain responses to the following:</u>
 - □ Minimum Eligibility Requirements under Section 2.0 and all subsections of Section 2.0.
 - □ Scope of Work under Section 3.0 and all subsections of Section 3.0. Respondent should detail how they will meet Scope of Work requirements and provide case studies of similar work performed previously.
 - □ Respondent shall provide at least three 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. <u>The second PDF shall contain the following:</u>
 - □ <u>Attachment A</u>: Execution of Proposal All information on Attachment A is required to be completed.
 - □ <u>Attachment B</u>: Intentionally Omitted. THECB has determined that no HUB Subcontracting opportunities are available.
 - □ <u>Attachment C</u>: Conflict of Interest Disclosure Statement

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

If a Respondent does not have any known or potential conflict of interest, the proposal should include such a statement.

Failure to provide either a signed statement on potential conflicts of interest or a signed 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.

□ <u>Transmittal Letter</u>: 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 RFP and the anticipated contract.

The Transmittal Letter must be signed by a person legally authorized to bind Respondent. The letter should specifically identify that the proposal is in reference to My Texas Future – Outreach and Engagement.

The Transmittal Letter must include the following language:

- <u>"The proposal enclosed is binding and valid at the discretion of</u> <u>THECB."</u>
- <u>The enclosed proposal is good for ninety (90) days.</u>
- <u>Terms and Conditions Acceptance/Exceptions</u>
 - *"Full acceptance of the terms and conditions described in this Request for Proposals and all attachments;"* or
 - *Provide a list of exceptions to the terms and conditions in Respondent's Transmittal Letter.* Any exceptions to this RFP must be specifically noted in the letter. If Respondent takes any exceptions to any provision of this RFP, 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 RFP. If any Respondent takes a "blanket exception" to this entire RFP 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 RFP and Respondent's attachment of such terms and conditions to a proposal may disqualify the proposal.

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.

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

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

Evaluation Criteria Table			
Criterion	Weight		
Strength of Proposal (50%):			
• Proposal addresses Scope of Work Section 3.0, including all subsections;	20%		
• Proposal demonstrates an understanding of and capability to provide and support marketing of a digital product to a demographically diverse audience of both high school students and their parents/ guardians; and	15%		
• Proposal demonstrates understanding of and capability to develop multimedia marketing and advertising assets, distribute those assets across a diverse, audience-aligned set of channels, optimize campaign performance with agility, and reports on campaign performance to clients.	15%		
 Qualifications (30%): Examples of past multi-channel marketing campaigns demonstrate the ability to complete a project of comparable scope and complexity; Experienced team and ability to complete specified scope of work, as evidenced by staff profiles and expertise; and References demonstrate strength of past work. 	25		
Experience (5%) Awarded Respondent's years of experience in the industry providing services like those described in the Section 3.0 Scope of Work	5%		

Timeline (10%): • Project plan provides an acceptable and reasonable timeline for development and execution in order to launch go-to-market campaign in time for the new academic year.	10%
Price (10%)	10%
Total	100%

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	

Experience Scoring Scale

	Fr		
5	Six or more years		
4	Five Years		
3	Four Years		
2	Three Years		
1	Two years		

Sample Scoring Sheet:

Criteria	<u>Score (1-5)</u>	Weight	(Score*Weight) *100
Strength of Proposal	4	50%	200
Qualifications	3	25%	75
Experience	3	5%	15
Timeline	1	10%	10
Price	2	<u>10%</u>	<u>20</u>
		Total Score	320

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

- 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 RFP is awarded, THECB will post a Notice of Award on the ESBD and THECB website. However, there is no guarantee that an award or any contract will result from this RFP. THECB reserves the right to award multiple contracts from this solicitation.

THECB will not respond to inquiries regarding procurement status.