TEXAS HIGHER EDUCATION COORDINATING BOARD

Statement of Work (SOW)

Grant Management System Project

No. 781-4-02310

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

Technology Category	**Software as a Service**

NIGP	**Description**
920-91	Training, Computer Based, Software Supported
920-45	Software Maintenance and Support Services
208-21	Business Intelligence Software, Microcomputer
920-14	Applications Software, Mainframes and Servers
208-11	Application Software, (Not Otherwise Classified), Microcomputer
209-13	Application Software, Servers
209-72	Procurement Software, Mainframes and Servers
209-73	Procurement and Accounting Taxonomy Software, Mainframes and Servers

Solicitation Post Date: April 19, 2024
Written Questions Deadline: April 26, 2024, by 11:30 PM CT
Proposal Deadline: May 10, 2024, by 11:30 PM CT

Note: THECB is required to procure SaaS products via DIR's Shared Technologies Services' (STS) Portal. Vendor's product must be available on the STS portal.

Table of Contents

1.0 Introduction

The Texas Higher Education Coordinating Board (THECB) is a state agency that provides leadership and coordination for Texas higher education. A key responsibility of the agency is the distribution of funds through the effective management of 20+ grant programs totaling approximately $250M per year or $450M per legislative biennium. THECB intends to implement a SaaS technology system to ensure consistent practice across divisions for centralized insight, ensure processes and procedures are documented and repeatable, and fulfill all compliance standards while allowing the flexibility to support the unique needs of our various grant programs.

THECB seeks one vendor to provide their product "out-of-the-box" along with configuration support and training to construct three grant programs in partnership with THECB staff.

1.1 Current State

Currently, THECB grants are managed by employees across agency divisions and the specific grant management tools utilized are not consistent.

Additionally, each grant program has specific requirements that vary across programs. Examples include:

- The level of detail required for budget requesting or reporting
- Whether the grant program provides advance payments or reimbursements;
- Whether the grant program is competitive and requires collaborative evaluation or if the grant program is non-competitive and allocation-based;
- Eligibility restrictions depending on the type of higher education institution of the applying entity (e.g., applicant must be a health-related institution);
- Permitting applicants to apply as a consortium or individual college.

THECB is seeking a grant management system to provide consistent and standardization *where practicable and* to provide a starting point for each grant manager to build on top of to meet the specific needs of their grant program. THECB also envisions using native features of a grant management system to reduce manual workload, reduce human errors, and automate processes.

2.0 Minimum Eligibility Requirements

2.01 Experience

Respondents must have a minimum of seven (7) years' experience providing services like those described in the Section 3.01 Scope of Work. Respondents who do not meet this requirement are not eligible for award.

THECB encourages Historically Underutilized Businesses to compete for this award.

2.02 Qualifications

2.02.1 *Active Department of Information Resources Vendor*

Respondents, including re-sellers, responding to this Statement of Work must be an active Department of Information Resources (DIR) Vendor and must provide a hyperlink to their current DIR contract and information showcasing their product is offered as a part of the DIR cooperative contracts program. Failure to provide this information will render the proposal nonresponsive. The product license(s) will be purchased through DIR's Shared Technology Services (STS) procurement program.

2.02.2 *Company Profile*

Respondents must demonstrate their knowledge and expertise of the environment (e.g., platforms, software, applications, security, network, tools, etc.) for which work is to be performed. Respondents' employees and/or subcontractors working on the product Configuration Team must have the appropriate background experience to perform the work required under this SOW. Respondents must submit a Company Profile that outlines their experience and expertise in the area of SaaS-based grant management platforms, including their capability to perform the required services.

The following shall be included with the Company Profile:

- Key Configuration Team resumes, illustrating the qualifications of each individual to perform the services described in this SOW including any expertise or certifications earned as an employee of the company providing this product. The configuration team must work for the vendor and have experience with the software. Subcontractors are allowed with prior approval from the THECB.

3.0 Scope of Work

3.01 Functional Requirements

Awarded Respondent shall ensure all documented functional requirements can be met by their SaaS grant management system, and that all functional requirements can be included in the creation of deliverables in section 3.02, below. Functional requirement documentation can be found as Appendix A.

In addition to the requirements set forth in Appendix A, THECB prefers that the Awarded Respondent would be capable of providing a configured and functional contract and/or acquisition lifecycle management system to allow for consistency in design with the grant management system. Respondents shall provide detailed information in their proposals regarding any contract and/or acquisition lifecycle management functionality within their grant management offering to handle contract and/or acquisition lifecycle management processes.

3.02 Technical & Security Requirements

Awarded Respondent shall ensure all documented system security requirements can be met by their SaaS grant management system.

System Security Requirements
1. System is TX RAMP Level 2 certified to host confidential/FERPA level data.
2. Show compliance with NIST security controls for data types stored.
3. SOC2 Type II or equivalent report
4. Ensure proper information security controls are in place, such as TAC 202, Texas Cybersecurity Framework standards and other applicable laws, including FERPA.
5. Vendor must provide attestation staff has completed a DIR approved cybersecurity training before obtaining access to the agency's system and data.
6. System security plan showing system vulnerabilities and plans to address all critical-, high-, and medium-level remediations completed and verified by the THECB Chief Information Security Officer, as required.
7. Provide networking diagrams to include security controls in place for all connections.
8. Provide data flow diagrams if appropriate.
9. Proof all agency data is stored within the geographical boundaries of the United States.
10. All external connections are TLS 1.2 or greater with no deprecation allowed for previous protocols.
11. Vendor must comply with agency information security policies.

Technical Requirements
1. System can securely integrate with Microsoft Azure Active Directory to support Single Sign On and multi-factor authentication.
2. System has the capability to securely connect to state financial system (CAPPS) in the future via API or other protocols to transmit data for pay out processing.

3.	System has the capability to securely connect to Agency's Identity and Access Management tool in the future.
4.	Ensure that any web application development is based on secure coding guidelines, such as the guidelines published by the Open Web Application Security Project (OWASP).
5.	The Respondent must ensure and provide verification that the system (All forms, portals, charts, graphs, other displays, or webpages) complies with Section 508 and WCAG 2.0 A and AA sections in a VPAT® 2.0 (or newer) for all software, hardware, and websites (as applicable).
6.	Vendor must comply with THECB Information Solutions and Services Policies.
7.	Product is available through the Department of Information Resources (DIR) Shared Technology Services procurement program.

3.03 Grant Management System Configuration

The primary deliverable for the THECB Grant Management System SOW is a configured and functional grant management system that uses out-of-the-box features and functionalities that meet the business and technical needs of THECB.

This will include:

- Configured grant management system that supports three (3) THECB grant programs to be managed using the selected product throughout the entire grant lifecycle, including:
    - Providing guidance and instruction to THECB on best practices for configuration based on experience with similar government agencies;
    - Performing configuration (building of custom forms, objects, fields, buttons, actions, tasks, links, validation rules, record types, etc.) for initial implementation, per THECB requirements, including but not limited to the following aspects of the grant management life cycle:
        - Program set-up (e.g., funding sources, eligibility, funding source allocations);
        - Application template(s) including program goals and budgets;
        - Application evaluation and review;
        - Award documentation and notification;
        - Monitoring, including payment requests, approvals, and progress toward grant program goals;
        - Budget revision requests;

        - Return of Funds process; and
        - Close Out;
    - Creating User Management & Profiles Including but not limited to:
        - Licensed user configuration;
        - Roles/Hierarchy & security set-up;
        - Permission sets;
        - Public groups; and
        - Organization-wide sharing;
    - Development of supporting workflows or other native product features that assist and reduce manager workload throughout the award lifecycle including approval workflows, reminders and notifications of due dates;
    - The ability for the created/configured grant management programs to be replicated and adapted for additional grant program development by THECB. We want to be able to use them as models and templates for future development.
- An applicant user portal where potential awardees can create user registrations, find and search for award opportunities, apply for awards, upload payment requests, invoices, or other supporting documentation, and receive artifacts created during the agreement lifecycle;
- All portals branded in accordance with THECB brand standards;
- An external reviewer portal or other method for augmented review by staff to be able to access, review, and provide evaluative scoring and commentary regarding applications;
- Creation of up to fifteen (15) System Reports with criteria to be defined by THECB, that could be used by some or all users based on user role, including but not limited to:
    - Status of awards in application/review;
    - Awards by funding type, grant program, etc.;
    - Payment requests completed vs. outstanding;
- Integration with THECB Systems, specifically Microsoft Azure AD to address SSO integration; and
- Possible Data Migration.
  Depending on the level of effort and complexity, THECB may require the migration of prior program data or organization data. Respondent would be responsible for defining the required format for legacy data loads, THECB would be required to produce legacy data sets in accordance with the required format, and respondent would be responsible to complete the loading and migration of data. Data migration would be required as a component of the UAT referenced below.

3.04 Project Plan and Testing

THECB’s anticipated target timeline is late fall 2024. THECB plans to migrate/onboard grant programs to a new system as they re-open for applications, as opposed to moving management of a grant over mid-cycle.

Respondents shall provide the following:

- A project plan and timeline that includes the following phases:
  - Project Initiation and Discovery;
  - System Design and review;
  - System Development;
  - System Training; and
  - User, Admin, and Technical Support Documentation
- User Acceptance Test Plan and Results

  Awarded Respondent will be responsible for documenting the user acceptance process in a formal User Acceptance Test Plan based on the user stories that have been approved by THECB. This plan will be presented to the THECB Project Manager for review and acceptance.

  The User Acceptance Test Report is a detailed and triaged list of all defects and enhancements identified during User Acceptance Testing (UAT). THECB and Awarded Respondent project management will jointly determine if an identified issue constitutes a new request or a defect in the implementation of an already approved requirement. The User Acceptance Test Results will consist of a list of items identified during UAT, including:
  - User Acceptance Test defects identified
  - User Acceptance Test defects resolved
  - New requests identified and tracked

- Web Application Vulnerability Test Results and Remediation Report
  Due to its data classification, the new system must pass a vendor-initiated web application vulnerability test before go-live and results approved by the agency Chief Information Security Officer (CISO) or his appointed designee. All critical-, high-, and medium-level vulnerabilities identified during the test must be remediated prior to the go-live. If unable to remediate, a Risk Exception request must be submitted with a remediation plan and approved by the appropriate risk acceptor, or the risk must be remediated before go-live.

  After go-live, a penetration test on production will be scheduled and the vendor will remediate any deficiencies identified during the test.

3.05 Training & Support

Awarded Respondent shall provide the following:

- Administrator’s Manual

To support the production system and to further configure the Grant Management System after its initial implementation, THECB requires support for its systems administrators, including comprehensive technical documentation for system administration.

The Administrators' Manual is a document or online tool that instructs THECB systems administrators on how to configure the system. The content of this manual or tool should include at minimum:

- Software component descriptions and organization
- Library of support documents and other files (e.g., "how to" videos)
- Configuration instructions
- Data management instructions

- Training

To support the configured system and to support further configuration after its initial implementation, THECB requires support for its system administrators and users, including comprehensive training on system administration and basic system functions. This includes appropriate knowledge transfer to staff members in the agency's Information Services and Solutions division, as well as the "super users" in the Grant Administration department. **Training content must support the ability for THECB to continue to build out additional programs and provide additional training to new users, and thus must include all above referenced configuration-related deliverables at a minimum.**

Respondents are asked to explain their proposed approach to training, including the nature of training, the number and duration of trainings, the target audience for each proposed training. Knowledge transfer should include walk through of system design access methods, along with verification of transfer of relevant configuration files, source code, and executable code.

3.06 Acceptance Criteria

Awarded Respondent shall comply with the following acceptance criteria:

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

THECB has the sole responsibility of determining the completeness of Awarded Respondent's work. THECB will complete a review of delivered products, configuration, and training within ten (10) business days from the date of receipt.

In the event THECB does not approve a product or service provided herein, Awarded Respondent will be notified in writing with the specific reasons. Awarded Respondent will have fifteen (15) business days to correct the unaccepted product or service.

Awarded Respondent shall correct any latent defects identified after the acceptance of a product or service (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:

> Respondent's Project Manager will publish a weekly status report to communicate progress, issues, risks, and plans. The status report will be sent to the THECB's Project Manager to ensure they share a common view of the contributions, commitments, and challenges of the effort.

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 SOW, including all user licenses, maintenance/support, 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 that ensure ongoing user access.

Respondent shall propose pricing based on the product costs using the format below or similar format to adequately describe pricing structure. Submit this information on an EXCEL document in the format below.

<u>Table 1.0: Product Costs</u>

No.	Description	Price Year 1	Price Year 2	Price Year 3	Price Year 4	Average Annual Cost
1.	Licenses for unlimited users					

2.	Maintenance & Support					
3.	Storage & Hosting					
4.	Other requirements to ensure continued functionality*					
Total Cost		(sum of all costs)	(sum of all costs)	(sum of all costs)	(sum of all costs)	(Average Total Cost)

*Respondents should add additional lines as necessary to detail out additional costs required for THECB to continue to provide system access and functionality.

<u>Table 2.0: Configuration Deliverables</u>

Respondent Pricing Sheet		
Deliverable No.	Deliverable Name/Description	Price
1.	One (1) Fully configured, functional grant program managed using the system	
2.	One (1) Fully configured, functional grant program managed using the system	
3.	One (1) Fully configured, functional grant program managed using the system	
4.	Creation of User Management & Profiles	
5.	Applicant User Portal	
6.	External Reviewer Portal	
7.	Development of supporting workflows	
8.	Creation of Reports	
9.	Integration with THECB's MS365/Azure AD to support SSO	
10.	Data Migration	
11.	Project Plan	
12.	Completed UAT Plan, with all enhancements and defects resolved	
13.	Web Application Vulnerability Testing Report	
14.	Administrator's Manual	
15.	Training Sessions Completed	
Total Cost		(Sum of all costs)

Total Cost, including Table One, Product Cost and Table Two, Configuration Deliverable Costs

5.02 Payment Terms and Award Summary

In addition to product costs, 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 SOW.

5.03 Invoices

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

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

Prior to any payment being made, THECB shall certify that the goods and services being invoiced have been received and approved for payment by THECB. Payments will be made in accordance with Section 5.02 above.

6.0 Contract or Purchase Order Term and Termination

The Contract or Purchase Order shall commence upon execution of a Contract or Purchase Order by THECB with Awarded Respondent. The initial term of the Contract or Purchase Order shall be for two (2) years, followed by two (2) optional renewal periods of one year, at THECB's discretion. The term of the Contract or Purchase Order including the optional renewal periods may not exceed four (4) 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 SOW and the resulting Contract or Purchase Order. Awarded Respondent shall be the sole point of Contract responsibility and shall not be relieved of non-compliance of any subcontractor.

Failure to meet service requirements and/or specifications authorizes THECB to procure services of this SOW elsewhere and charge any increased costs for the services, including the cost of re-soliciting, to Awarded Respondent.

7.02 Intellectual Property Rights and Ownership

All work product generated as a result of this SOW, including but not limited to all information, materials, products, research, reports, studies, statistical analyses, work papers, approaches, designs, deliverables, systems, documentation, methodologies, concepts, research materials, data, photos, software, intellectual property, or other property produced or generated in connection with this Contract that had not previously been produced or generated by Contractor, either completed or partially completed, shall be the sole property of THECB and all rights, title, and interest in and to the work product shall vest in THECB upon payment for the services.

THECB and Awarded Respondent acknowledge and agree that 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.

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 SOW, 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 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 SOW will proceed according to the schedule below. THECB reserves the right to revise this schedule or any portion of this SOW by published addendum on THECB's website.

EVENT	DEADLINE
Publication of SOW on THECB's Website	April 19, 2024
Last Day to Submit Written Questions	April 26, 2024, by 11:30 PM CT
THECB's Response to Written Questions	May 3, 2024
Proposal Due Date and Time	May 10, 2024, by 11:30 PM CT
Post-Proposal Presentations, if required	TBD
Anticipated Contract Start Date	Upon Execution

8.02 Questions

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 are copied verbatim. Please note THECB will not answer questions regarding project budget.

Questions must be submitted in the following format using Excel:

Respondent Name: ________________________________

Question No.	SOW Section/Subsection Reference (if applicable)	Question
1.		
2.		
3.		

8.03 Point of Contact

Respondents shall direct all inquiries, written questions, requests for clarification, and communications concerning this SOW to the Point of Contact listed below. Inquiries and comments must reference SOW No. 781-4-02310.

Marcus Garcia
Financial Services Division
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 SOW shall be provided in the form of an addendum to the SOW on THECB's website.

9.0 Proposal Format and Content (Required)

9.01 SOW Attachments

This SOW also includes the following attachment, which is posted on THECB's website:

Attachment A: 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.*

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 and received by THECB prior to the deadline. The subject line of the email shall be entitled "Proposal Submitted for SOW No. 781-4-02310, THECB Grant Management System." THECB recommends a limit of 75 MB for each attachment.

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

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

Respondent shall submit a total of three (3) files, one (1) Excel Pricing Sheet and two (2) files in Portable Document Format (PDF) as noted below.
The following are part of the THECB's administrative review. Failure to submit any items or submitting incomplete items will result in deeming the proposal unresponsive.

1. The Excel document shall contain the pricing as described in Section 5.01, including Table 1.0 and Table 2.0.

2. The first PDF shall contain responses to the following in this order:

   - ❑ 1. Respondent's current DIR contract number or a hyperlink to Respondent's current active DIR contract;
   - ❑ 2. Minimum Eligibility Requirements under Section 2.0 and all subsections of Section 2.0.
   - ❑ 3. Scope of Work under Section 3.0 and all subsections of Section 3.0
   - ❑ 4. Appendix A, pgs. 23-33
   - ❑ 5. Respondent shall provide at least 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. The second PDF shall contain the following two (2) items:

   - ❑ 1. 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 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 statement on potential conflicts of interest or a statement that no potential conflicts exist shall automatically disqualify Respondent.**

This Conflict of Interest Disclosure Statement shall be signed by the highest-ranking officer of Respondent's entity having responsibility for vetting corporate conflicts of interest, e.g., a corporate Executive Vice President rather than the head of an operating or regional unit of the firm.

THECB will determine whether a conflict of interest or the perception of a conflict of interest exists from the perspective of a reasonable person uninvolved in the matters covered by the resulting contract or purchase order. THECB is the sole arbiter of whether a conflict or the appearance of a conflict of interest exists.

THECB encourages Respondents to provide complete disclosure of matters that might be considered a conflict of interest. Completeness of disclosure may be a factor in evaluating proposals.

Each Respondent must also address how it intends to ensure that no interest arising or potentially arising as a result of its activities or those of its parent, affiliate, or other related entity shall conflict with Respondent's duty should it be selected to provide these services.

THECB may not enter 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.

2. Transmittal Letter: Respondent shall provide a Transmittal Letter addressed to the Point of Contact that identifies the person or entity submitting the proposal and includes a commitment by that person or entity to provide the services required by THECB through this SOW and the Anticipated Contract.

The Transmittal Letter must be signed by a person legally authorized to bind Respondent. The letter must specifically identify that the proposal is in reference to THECB Grant Management System Project.

The Transmittal Letter must include the following language:

- *“The proposal enclosed is binding and valid at the discretion of THECB.”*
- *The enclosed proposal is good for ninety (90) days.”*
- Terms and Conditions Acceptance/Exceptions
    - *“Full acceptance of the terms and conditions described in this Statement of Work”*; or
    - *Provide a list of exceptions to the terms and conditions in Respondent’s Transmittal Letter*. Any exceptions to this SOW must be specifically noted in the letter. If Respondent takes any exceptions to any provision of this SOW, these exceptions must be specifically and clearly identified by Section and Respondent’s proposed alternative must also be provided. Please note as an agency of the state of Texas, THECB is bound to comply with all applicable state and federal procurement and contract laws. Exceptions to required terms and conditions may disqualify the proposal from further consideration. Respondent cannot take a “blanket exception” to the entire SOW. If any Respondent takes a “blanket exception” to this entire SOW or does not provide proposed alternative language, the proposal may be disqualified from further consideration.

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

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

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

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 responsive proposals according to the Evaluation Criteria outlined in the table below. The relative weight of each criterion shown in Table 10.1 is used to calculate a total score. An example calculation of a respondents total score is shown in Table 10.3. THECB may consider both the weighted score and the average ranking when determining vendor selection.

Table 10.1

Evaluation Criteria Table	
Criterion	Weight
Scope of Work 3.01 – Functional Requirements Demonstrated ability of the product to provide desired functionality.	20%
Scope of Work 3.02 – Technical & Security Requirements	10%
Scope of Work 3.03 – System Configuration Deliverables Demonstrated plan and ability to produce expected system configuration deliverables	20%
Scope of Work 3.04 Project Plan & Testing Overall approach and strategy outlined in proposal	5%
Scope of Work 3.05 – Training & Support Overall approach and strategy outlined in proposal	10%
Experience and Qualifications: Section 2.0, including all subsections	5%
Price Cost estimate demonstrates the best value to the state.	30%
Total	**100%**

Table 10.2

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

Table 10.3
Sample Scoring Sheet

Evaluation Criteria	Score (1-5)	Weight	(Score * Weight)
Scope of Work 3.01 – Functional Requirements	5	20	100
Scope of Work 3.02 – Technical & Security Requirements	3	10	30
Scope of Work 3.03 – System Configuration Deliverables	1	20	20
Scope of Work 3.04 – Project Plan & Testing	4	5	20
Scope of Work 3.05 – Training & Support	5	10	50
Experience & Qualifications	4	5	20
Price	5	30	150
Total			**390**

THECB will consider best value for the State, as directed by Texas Government Code § 2157.003, when selecting a Respondent, in addition to the Evaluation Criteria above. THECB will be the sole judge of best value. Best Value criteria may include, but is not limited to:

a) The proposal that best meets the goals and objective as stated in this SOW;

b) The proposal that indicates Respondent's ability to reliably perform the required tasks/deliverables described in this SOW;

c) The Respondent's ability to adhere to the schedule and delivery terms (if applicable);

d) Respondent's experience in providing services in this SOW;

e) Past Vendor Performance: In accordance with Texas Government Code §§ 2155.074 and 2262.055, vendor performance may be used as a factor in the award (if applicable); and

f) Other factors relevant to determining the best value for the state in context of this particular purchase (i.e., certifications/licensure, reference checks, pricing, etc.).

Award Notice. If the SOW is awarded, THECB will post a Notice of Award on the THECB website. However, there is no guarantee that an award, any contract, or purchase order will result from this SOW.

THECB will not respond to inquiries regarding procurement status or questions related to budget.

APPENDIX A
Internal Users

Internal Documents and Template	**Provide any commentary or relevant information regarding the product's capabilities to perform these functions**
1. I can create forms with a variety of field formats.	
2. I can create templates for commonly used forms and share them with internal users.	
3. I can collaborate with other users on documents created in the system.	
4. I can create fields on forms that are linked to fields on other templates, reports, screens, or modules so that the same data populates every field.	
5. I can electronically sign my documents using a unique user ID.	
Internal Workflows	**Provide any commentary or relevant information regarding the product's capabilities to perform these functions**
6. I can customize my workflow to accommodate various review and approval processes.	
7. I can view assignments and what actions have been taken by whom.	
8. I can review dates and times of actions taken (ex. date grant assigned) and how long process steps take to complete.	
9. I can assign process steps to individuals or teams.	
10. I can route forms, documents, and templates through review and approval chains and view the current status of review and approval.	
11. I can return forms, templates, and documents to process step(s) (internal and external) that occurred earlier in the chain with notes/guidance for editing and then reroute through the approval chain.	

12. I can schedule notifications for upcoming and past due dates for internal users and external users (e.g., missed deliverable due dates).	
<u>Internal Profiles and Users</u>	**<u>Provide any commentary or relevant information regarding the product's capabilities to perform these functions</u>**
13. I can create awardee profiles to include contact information or other relevant/custom fields.	
14. I can affiliate awardee profiles with individual or multiple grants.	
15. I can grant temporary access to awardee information, grant information, and program information.	
16. I can limit user access by program, awardee, and division/department or other desired limitations.	
<u>Internal Communications</u>	**<u>Provide any commentary or relevant information regarding the product's capabilities to perform these functions</u>**
17. I can write and save notes in the system associated with specific awardees and/or programs.	
18. I can view notes created and saved by other users working with a program or specific awardee.	
19. I can send and respond to messages from other users internally and externally.	
20. I can post announcements to be public or viewable by an identified group of external users.	
21. I can send emails to individuals or a group of external users.	
<u>Internal Reports</u>	**<u>Provide any commentary or relevant information regarding the product's capabilities to perform these functions</u>**

22. I can create custom and ad-hoc reports using an easy-to-use (e.g., no-code, drag-and-drop) report builder (ex: all grant appropriations by division, final report datasets, In-progress grants agency-wide, Awardee progress toward deliverables, Awardee funds spent vs. funds allocated, Amounts spent by expense type on a program and grant portfolio basis).	
Internal Program Development	**Provide any commentary or relevant information regarding the product's capabilities to perform these functions**
23. I can create programs that include appropriation information which will house all awards under that program.	
24. I can affiliate programs with a division and assign individual program manager(s) within a division.	
25. I can add links to the associated statute/riders/rules to the program.	
26. Grant programs that repeat each year can be copied and updated rather than re-created.	
Internal Solicitation Development	**Provide any commentary or relevant information regarding the product's capabilities to perform these functions**
27. I can create a Request for Applications (RFA)-style document, grant program announcement, and/or grant application forms, using pre-built templates to include multiple online forms as needed.	
28. I can access reference information, guides, and examples through the system.	
29. I can develop a budget (as part of RFA and application packet).	
30. I can upload and attach documents (various file types and sizes) individually or in batch to the RFA to also be routed through the system.	
31. I can post the RFA content and other important grant application information	

	to be viewed and accessed by grantees through the system.	
32.	I can customize external visibility for RFAs, announcements, and applications making some only viewable to certain external users or groups.	
33.	I can set a due date that will close my grant application automatically.	
Internal Evaluation		**Provide any commentary or relevant information regarding the product's capabilities to perform these functions**
34.	I can create an administrative review and/or eligibility checklist and require grant manager review prior to moving an application to evaluation.	
35.	I can create a custom evaluation including questions and scoring calculations.	
36.	I can assign applications for review to an individual or an evaluation team as necessary.	
37.	I can order applications based on scores for possible awards.	
38.	I can set a due date for completion of application evaluations.	
39.	I can view evaluation results for grant applications.	
40.	I can set a date each grant program needs to be awarded by/executed by.	
41.	I can tag an application as ineligible so that it is removed from the evaluation process.	
42.	I can give limited access to both internal and external users to serve as evaluators.	
43.	I can review an applicant's eligibility based on SAM.gov or other eligibility checks identified.	
44.	UPGRADE: I can set a date of application evaluation team meeting(s).	
45.	I can see all grant applications I am responsible for evaluating.	
46.	I can rate or score grant applications.	

47. As an evaluator, I can ask questions to the grant manager	
Internal Award Execution	**Provide any commentary or relevant information regarding the product's capabilities to perform these functions**
48. I can set a date for grant execution/activation.	
49. I can set a date for grant amendment execution/activation.	
50. The system will generate a grant award letter to be sent to the awardee that may contain static legal terms and conditions along with dynamic fields filled in from the grantee application.	
51. I can announce award-related information in the system including sending information to grantees (ex. Due Date for each grant program to open/post announcements, Deputy or Associate Commissioner Approval Email(s), Grant/Program Email Announcement, Grant/Program GovDelivery Announcement, FAQs).	
Internal Budgeting	**Provide any commentary or relevant information regarding the product's capabilities to perform these functions**
52. I can develop a budget reconciliation report.	
Internal Management - Monitoring	**Provide any commentary or relevant information regarding the product's capabilities to perform these functions**
53. I can create progress report templates and share with awardees to complete.	
54. I can set dates for reports to open and close.	
55. I can set deadlines and record the due date for each grant deliverable per grant program and/or grantee.	
56. I can mark (or system automatically marks) reports/users/grantee profiles that are past due reporting.	

57. I can schedule emails/messages to grantees to notify them of upcoming due dates.	
58. I can provide feedback to the grantee to edit their reports.	
59. Once approved, reports can no longer be edited and are considered finalized in the system.	
60. I can lock/unlock progress reports for grantees to prohibit or allow for editing.	
61. I can view dates that reports are originally submitted and when all edits are made.	
Internal Management - Budgeting	**Provide any commentary or relevant information regarding the product's capabilities to perform these functions**
62. I can view budgets by program.	
63. I can view individual grantee budgets per grant or all grants received.	
64. I can create and share a budget change request form.	
65. I can develop a budget report, based on the grantee budgets.	
66. Once I approve a budget change request, the system will automatically update the budget.	
67. Once I approve a budget report, the system will automatically update the budget.	
68. Once I approve a return of funds form, the budget will be automatically updated.	
Payments	**Provide any commentary or relevant information regarding the product's capabilities to perform these functions**
69. I can receive, review, exchange notes or comments with grantee to update, and approve invoices or payment requests submitted by grantees in the system.	
70. I can receive, review, and approve other payment information in the system.	

71. Approval workflows related to grant invoice or payment request review and approval can be completed in the system.	
72. I can record and view the grantee's original award, revisions, current balance, funds expended, and track submitted payment requests, current balance, etc.	
73. I can document payment information in the system to be affiliated with a grant program grantee.	
74. I can create final expenditure reports for reconciliation.	
75. The system can auto-populate static internal THECB financial coding to ease data entry between the GMS and in-house payment systems.	
76. I can create dashboards for internal and external viewing that display financial information including award, funds expended, pay.	
Closeouts	**Provide any commentary or relevant information regarding the product's capabilities to perform these functions**
77. I can set a date to deactivate and/or close grants.	
78. I can send notifications to grantees regarding grant closure and final report status tracking.	
79. I can send escalation notifications for grant closure and return of funds, both to grantee and THECB points of contact.	
80. I can email a Return of Funds Form to the grantee if unspent funds are not returned by the due date.	
81. I can enter information regarding grantee performance to be used in risk assessment for future grants.	
82. I can complete a closeout form/checklist in the system.	
83. I can route my closeout form for approval.	

External

Communication	**Provide any commentary or relevant information regarding the product's capabilities to perform these functions**
84. I can send messages to the program manager.	
85. I can receive messages from the program manager.	
86. I can receive notifications when new documents are created and shared as part of grant programs I am affiliated with, when tasks are assigned, and deadlines are approaching.	
87. The system can display THECB branding (logos, colors, etc.)	

Accessibility	**Provide any commentary or relevant information regarding the product's capabilities to perform these functions**
88. All forms, portals, charts, graphs, and other displays within the system meet minimum accessibility standards, or are customizable to meet minimum accessibility standards (WCAG guidelines)	
89. All forms, portals, charts, graphs, and other displays within the system meet minimum accessibility standards, or are customizable to be displayed in other languages, prioritizing Spanish.	

External Solicitations and Applications	**Provide any commentary or relevant information regarding the product's capabilities to perform these functions**
90. I can go to a single web page or portal to see the available funding opportunities for each grant.	

91. I can access and submit my application electronically through a user portal.	
92. I can add other staff members from my organization to the grant application to collaboratively work on our application.	
93. I can upload supporting documentation to my application.	
94. I can view the status of my grant application in the user portal.	
95. I can save my application and return to the draft to complete at a later date.	
96. I can easily submit budget information in a build-a-budget tool as opposed to uploading an excel spreadsheet.	
97. The information I enter on my application and budget automatically populates related screens later in the grant process such as budget reports.	
Accessing Award Information	**Provide any commentary or relevant information regarding the product's capabilities to perform these functions**
98. I can log into the system and view award information and other communications.	
99. I can accept and sign grant award letters through the system.	
Budget Access	**Provide any commentary or relevant information regarding the product's capabilities to perform these functions**
100. I can complete and submit my proposed budget.	

Monitoring	**Provide any commentary or relevant information regarding the product's capabilities to perform these functions**
101. I can submit reports via the system.	
102. I can submit/upload supporting documentation to validate reported data	

(e.g., expenditure proof) within the system.	
103. I can see the status of my submitted reports.	
104. I can save reports to return to complete later.	
105. I can continue to update and edit my program reports based on feedback from the Grant Manager until finalized/approved.	
<u>Budgeting</u>	**<u>Provide any commentary or relevant information regarding the product's capabilities to perform these functions</u>**
106. I can request and submit a budget change request.	
107. I can submit budget reports.	
108. I can make changes to budget documents based on grant manager feedback until they are approved and finalized in the system by the grant manager.	
<u>Payment</u>	**<u>Provide any commentary or relevant information regarding the product's capabilities to perform these functions</u>**
109. I can submit payment requests including supporting documentation through the system.	
110. UPGRADE: I can view the due date for payments and check the status of payments in the portal.	
<u>Closeout</u>	**<u>Provide any commentary or relevant information regarding the product's capabilities to perform these functions</u>**
111. I can see when grants are scheduled to close.	
112. I can receive notifications regarding closure and reporting requirements.	
113. I can complete and submit closeout documentation through the system.	

Contract/Acquisition Lifecycle Management Capabilities

Provide any commentary or relevant information regarding the product’s capabilities to perform these functions.