TEXAS HIGHER EDUCATION COORDINATING BOARD

Statement of Work (SOW)
Grant Management System Project

SOW No. 781-4-02310

Questions and Answers
May 6th, 2024

1. Is it possible to provide a due date extension to 5/17/2024?

   RESPONSE: THECB would like to receive proposals by the original deadline date.

2. [3.01 Functional Requirement] The RFP states that, "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." What does THECB currently use for these functions?

   RESPONSE: THECB does not currently have a single system for grant or contract lifecycle functions; processes are managed via several software systems including but not limited to email, spreadsheets, Word documents, PDF forms, and CAPPS.

3. [3.01 Functional Requirement] "The RFP states that, "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."
   Can you please provide 2-3 specific use-cases within this category that you would like the Awarded Respondent to support?

   RESPONSE: Use Case One: THECB staff have the ability to collaboratively craft, route for approval, and post a solicitation for review and submission by external parties as well as evaluate responsive proposals to that solicitation.

Use Case Two: A contract can be created independently or from a solicitation that is created in a system and can be routed for approvals and signed by internal and external parties.

Use Case Three: THECB staff can monitor and manage a contract's deliverables, timeline, and compliance with terms.

4. [3.01 Functional Requirement] "The RFP states that, "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."
If the Awarded Respondent does not support this functionality, is an integration via open API preferred? "

   RESPONSE: Thank you for asking, but no, THECB's need is for similar workflows and functions to (ideally) take place in a single system as opposed to having data available in multiple systems and staff having to learn and work within multiple systems.

5. [2.02.2 Company Profile] "The RFP states that "Subcontractors are allowed with prior approval from THECB." What is the approval process for a subcontractor?

   RESPONSE: Subcontractors must agree to the terms and conditions set forth in the RFP and contract. If access to data is necessary, the subcontractor must agree to additional data related agreements. Awarded Respondent will be responsible for providing requested information about any proposed subcontractor to THECB for review and written approval by THECB prior to using that subcontractor.

6. [2.02.2 Company Profile] The RFP states that "Subcontractors are allowed with prior approval from THECB." Are any potential subcontractors required to be included in the bid or can that be determined during the contracting phase if needed?

   RESPONSE: Both are permissible.

7. [3.04 Project Plan and Testing] "Regarding 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. " If the vendor provides a detailed requirements workbook that is completed collaboratively with THECB that includes field level information on the forms, workflows and processes configured into the system to be signed off on, would that suffice in place of user stories? If so, is a documented testing process to validate for THECB to iteratively

test system configurations against approved requirements in the workbook sufficient to address the User Acceptance Test Plan requirement?

RESPONSE: Yes, the proposed alternative (detailed workbook that is signed off) and documented testing process that validates against approved requirements would be acceptable.

8. [3.05 Training & Support] Regarding "The Administrators' Manual is a document or online tool that instructs THECB systems administrators on how to configure the system." Does a standard administrator manual with guidance for users who have the highest system administrator privileges on the platform meet this requirement or is the manual required to be customized to THECB's particular configuration of the platform?

    RESPONSE: THECB cannot confirm that a "standard administrator manual" would meet its needs without making assumptions about the content that would exist in the manual. Our need with regard to this requirement is to ensure that THECB staff can independently manage and continue to adjust processes, procedures, configurations, user access, etc. once initial configuration support has ended.

9. [3.05 Training and Support] Regarding "The Administrators' Manual is a document or online tool that instructs THECB systems administrators on how to configure the system." Does access to standardized asynchronous training modules for system administrators and tutorial documentation via an on demand knowledge base for administering/updating all configurable components of the platform meet this requirement?

    RESPONSE: THECB cannot confirm that "access to standardized asynchronous training" would meet its needs without making assumptions about the content that would exist in the trainings. Our need with regard to this requirement is to ensure that THECB staff can independently manage and continue to adjust processes, procedures, configurations, user access, etc. once initial configuration support has ended.

10. [5.02 Payment Terms and Award] Regarding "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." How does THECB anticipate payment for SaaS software licenses which are typically charged upfront prior to configuration and go-live? Can licenses be paid on a different cadence then the delivery and/or system implementation services?

    RESPONSE: THECB recognizes that payments for SaaS software licenses are typically charged upfront. Licenses may be able to be paid on a different cadence to the extent

allowed by Texas law. Payments related to the system implementation and delivery would be based on the payment deliverables described in the SOW.

11. [5.02 Payment Terms and Award] Regarding "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." If a commercial off the shelf SaaS platform is delivered to THECB upon contract execution that can then be further configured during the system implementation phase, will THECB make payment for the first year's annual license/subscription upon contract execution or only until after Go-Live of the system?

    RESPONSE: THECB recognizes that payments for SaaS software licenses are typically charged upfront. Licenses may be able to be paid on a different cadence to the extent necessary and allowed by Texas law. Payments related to the system implementation and delivery would be based on the payment deliverables described in the SOW.

12. [5.02 Payment Terms and Award Summary] Can THECB clarify if it is also open to time and material based payment terms for system implementation services?

    RESPONSE: THECB is seeking an out of the box solution as specified in the SOW. THECB may consider time and material payment terms regarding system configuration.

13. [3.02 Technical & Security Requirements] Can THECB execute an NDA with a respondent vendor prior to the proposal submission deadline in order for the vendor to include a copy of their Soc 2 report in the proposal?

    RESPONSE: Yes, to the extent the terms of the agreement are allowable under Texas law. Respondents should also pay close attention to Section 7.04 of the SOW regarding required labeling for confidential or proprietary information.

14. [3.02 Technical & Security Requirements] Regarding the requirement we provide a "SOC2 Type II or equivalent report," should THECB elect not to sign an NDA for the release of this report and a vendor marks the Soc 2 report as confidential, can THECB confirm it will be redacted in the case of FOIA request?

    RESPONSE: Respondent must clearly label all proprietary or confidential information and identify the specific PIA exception that applies to disclosure in order to trigger the process of seeking an opinion on the release of proprietary or confidential information from the Texas Attorney General's Office. If such information is properly labeled, THECB will follow the procedure for requesting an Attorney General opinion for third-party confidential information in its possession. The Texas Attorney General's Office has responsibility for

issuing rulings regarding withholding information. If the Texas Attorney General's Office rules that the information must be disclosed, THECB is required to disclose the information unless prevented by a Court order, injunction, or similar legal restriction. Respondents should be aware that, in the event of a Public Information Act request, Respondents may be required to submit their own briefing to the Attorney General regarding the request to withhold the information.

15. [3.02 Technical & Security Requirements] The RFP states, "Vendor must comply with agency information security policies. (item 11 in this section). Can you please provide a comprehensive list of agency information security policies.

    RESPONSE: Yes, these can be provided to a vendor who is awarded the contract with an appropriate NDA signed to ensure protection of any agency sensitive information which might be in the policies.

16. [Various (6.0, 7.0)] If we utilize the DIR vehicle, would those Terms and Conditions override the terms and conditions set forth in the RFP or will the terms in the RFP be added to the contra[c]t and take precedence over any standard terms and conditions on the pre-existing DIR contract with the Awarded Respondent?

    RESPONSE: To the extent the terms conflict, THECB's terms will control subject to any limitations set forth in the DIR contract.

17. [3.04 Project Plan and Testing] You state that, "THECB's anticipated target timeline is late fall 2024." Does THECB intend to allow for at least 6 months for the implementation of three programs?

    RESPONSE: The stated anticipated target timeline may be adjusted based on the awarded respondent's timeline.

18. [5.02 Payment Terms and Award Summary] Does THECB expect vendors to invoice for the deliverables in "Table 2.0 Configuration Deliverables" on an ad-hoc basis as they are completed and approved or do the deliverables in the table need to be grouped into sequential payment milestones where all of the deliverables under a milestone need to be completed and approved before payment can be issued for said milestone?

    RESPONSE: Per Section 5.03 Invoices "Upon completion of a deliverable and acceptance by THECB based on the requirements and acceptance criteria set forth in this SOW…"

19. [3.04 Project Plan and Testing] Does THECB expect the training and UAT period to extend beyond the targeted go-live date of late fall 2024?

RESPONSE: The stated anticipated target timeline may be adjusted based on the awarded respondent's timeline.

20. [7.01 Awarded Respondent Responsibilities] "7.01 Awarded Respondent Responsibilities: 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." Can you please elaborate on how meeting service requirements are defined?

RESPONSE: Meeting service requirements is defined as the ability to provide a solution that meets the minimum requirements described in Section 3.0 herein. If deficiencies are identified, the Acceptance Criteria process defined in Section 3.06 shall be followed to cure those deficiencies. If deficiencies remain, THECB reserves the right to seek the remedies described in Section 7.01, and any other applicable sections of the SOW.

21. [7.01 Awarded Respondent Responsibilities] Regarding "7.01 Awarded Respondent Responsibilities: 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." Can you please define and provide examples of possible increased costs other than re-solicitation that an Awarded Respondent could be liable for?

RESPONSE: Other than re-solicitation, only the damages caused by Awarded Respondent's failure to meet the service requirements set forth in the contract.

22. [7.01 Awarded Respondent Responsibilities] Regarding "7.01 Awarded Respondent Responsibilities: 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." Would fees from subsequent contracts to address service requirements and/or specifications determined not to be met by the Awarded Respondent to this solicitation be the financial responsibility of the Awarded Respondent?

RESPONSE: No, only the damages caused by Awarded Respondent's failure to meet the service requirements set forth in the Contract.

23. [7.01 Awarded Respondent Responsibilities] Regarding "7.01 Awarded Respondent Responsibilities: 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." Is there any limitation or cap on this liability?

RESPONSE: The SOW does not include a limitation or monetary cap on liability; however, damages are limited to those directly caused by Awarded Respondent's failure to meet the service requirements as set forth in the Contract, after being given the opportunity to cure any deficiencies as described in Section 3.06 of the SOW.

24. [7.01 Awarded Respondent Responsibilities] Regarding "7.01 Awarded Respondent Responsibilities: 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." Is THECB open to negotiation or redlines for these terms and conditions during the contracting phase?

RESPONSE: Yes, THECB is open to negotiation of the terms and conditions during the contracting phase, to the extent allowed by applicable law.

25. [3.04 Project Plan and Testing] If relevant THECB staff has real-time access to the vendor's online cloud based tool/system for tracking the status of a request/issue identified UAT, does the vendor still need to produce a physical User Acceptance Test Report?

RESPONSE: Provided that the vendor's online cloud-based tool/system for tracking the status of a request/issue identified during UAT is exportable into a standard format (.docx, .xlsx, .csv, .pdf), then we would not require a physical UAT report.

26. [3.04 Project Plan and Testing] Is THECB open to conducting iterative UAT in an agile manner as components of the system are configured or is the expectation for only an end to end UAT after all initial configuration is completed?

RESPONSE: We are open to iterative UAT in an agile manner with the expectation that epics, features, or user stories are organized with input from THECB's project team, and that there is a logical overall approach to drive configuration and build of grant programs.

27. [Various] Will THECB provide vendors an opportunity for the Awarded Respondent to provide redlines to the terms and conditions included in this RFP during the contracting phase?

RESPONSE: Yes, THECB is open to negotiation of the terms and conditions during the contracting phase, to the extent allowed by applicable law.

28. [1.0 Introduction] Which three programs does THECB prefer we include during the initial implementation?

RESPONSE: We anticipate the following three grant programs to be included during the initial implementation: Graduate Medical Education – Expansion, Family Practice Residency Program, and Texas Reskilling and Upskilling through Education. This is not yet finalized and may be subject to change, however we do not anticipate any changes once a contract is in place.

29. [1.0 Introduction] Has the team mapped all of the critical grant processes for each of the three programs?

RESPONSE: THECB's project team has been working across grant programs and divisions to align and determine opportunities to build in consistency across our grant programs. There are not specific "mapped" documents for each of the above-listed grant programs; however, the overarching grant processes shared by all programs have been mapped. There are also existing documents/artifacts that will inform individual grant program builds.

30. [1.0 Introduction] Can the team share any diagrams or organizational structures as it relates to the grant programs?

RESPONSE: We do not have diagrams or organizational structures specific to our grant programs. There are approximately 10-15 staff that manage grants across four divisions within our organization. Three of the four divisions report through one line of leadership, with the fourth reporting through a separate line. The staff managing grants work in partnership with other departments, including the office of general counsel, contracts and procurement, finance, and grant administration. The department of grant administration provides leadership for centralized grant management practice as well as coordinated training and support for staff managing grants, serving as a consistent liaison with the other aforementioned partner offices**.**

31. [1.0 Introduction] You state, "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." Can you clarify the number of THECB staff and hours / week they will be available to participate in the buildout of the three initial programs? This does not include training time for THECB staff outside of the buildout of the three programs referenced therein.

RESPONSE: Time allocations of staff roles expected to participate in this project are an estimate.

- Grant Manager, Program 1: 12-16 hours/week

- Grant Manager, Program 2: 12-16 hours/week
- Grant Manager, Program 3: 12-16 hours/week
- Grant Operations Manager: 35 hours/week
- Director, Grant Administration: 20 hours/week
- Project Manager: 20 hours/week
- Senior Director, Systems & Process Improvement: 15-20 hours/week
- Change Manager: 14-18 hours/week
- IT Staff supporting SSO Integration: TBD Allocation
- Ad-Hoc SME Staff:
    - General Counsel
    - Finance/Accounts Payable
    - Procurement
    - IT Security Staff

32. [7.02 Intellectual Property Rights and Ownership] Is the source code for a commercial off the shelf SaaS platform used across a vendor's customer base that is deployed as a particular THECB instance on a multi-tenant cloud environment and subsequently configured to THECB specifications during implementation considered intellectual property that has "previously been produced or generated by Contractor" and excluded from the work product that would vest in THECB upon payment of the services?

    RESPONSE: Yes, as stated that would be work product previously produced or generated by Contractor.

33. [Training] How many training sessions, type of sessions, etc. is THECB expecting?

    RESPONSE: The number of sessions and types of sessions must support the ability for THECB to independently manage and continue to adjust processes, procedures, configurations, user access, etc. once initial configuration support has ended. This includes the ability to continue to build out additional grant programs and provide additional training to new users (i.e., train-the-trainer), and thus must include training regarding all referenced configuration-related deliverables in the statement of work at a minimum.

34. [3.04 Project Plan and Testing] Regarding "The User Acceptance Test Report is a detailed and triaged list of all defects and enhancements identified during User Acceptance Testing (UAT). Can THECB please clarify what constitutes an enhancement in the context of implementing a commercial off the shelf SaaS system that is out of the box? For example, would a vendor be required to re[]mediate an enhancement that is not possible

to accomplish via configuration of the SaaS system but instead requires custom development on the SaaS product's source code?

RESPONSE: No, "defects and enhancements" in this context are corrections that require changes to the settings and configurations of the off the shelf product. The vendor would not be required to remediate an enhancement that requires changes to the product's source code.

35. [5.0 Payment and Pricing Terms] Regarding the "Web Application Vulnerability Testing Report" deliverable, is THECB expecting a specific service deliverable beyond what a vendor's SOC II Type 2 report provides for? If so, can THECB specify the requirements here?

    RESPONSE: The vendor who is awarded the contract should be able to not only provide a SOC II Type 2 report but also the results of any Penetration Tests which have been performed and the results of any Vulnerabilities Scans conducted on the product. The vendor needs to also provide a copy of the Plan of Actions and Milestones (POA&M) for all identified vulnerabilities found in either the Penetration Tests or Vulnerability Scans.