



TEXAS HIGHER EDUCATION COORDINATING BOARD

Statement of Work (SOW)

Snowflake Data Submission No. 781-4-02321

NIGP Code(s):

920-45	Software Maintenance and Support Services and Updates and Data Hosting Services
920-05	Application, Infrastructure, Hosting, Data Hosting and Cloud Computing Services, Vendor Hosted and Internally Hosted

Solicitation Post Date: February 13th, 2024
Written Questions Deadline: February 20th, 2024 by 11:30 PM CT
Proposal Deadline: March 5th, 2024 by 11:30 PM CT

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

Table of Contents

1.0	Introduction	3
2.0	Minimum Eligibility Requirements.....	3
2.01	Experience	3
2.02	Qualifications.....	3
2.02.1	<i>Active Department of Information Resources Vendor</i>	3
2.02.2	<i>Company Profile</i>	3
2.02.3	<i>Key Staff and Qualifications of Key Staff</i>	4
3.0	Scope of Work	4
3.01	Technical Requirements.....	4
3.02	Deliverables	6
3.03	Acceptance Criteria.....	7
4.0	Reports and Meetings	8
4.01	Reports.....	8
4.02	Meetings and Communication Plan Between Meetings.....	8
5.0	Payment and Pricing Terms.....	8
5.01	Pricing.....	8
5.02	Payment Terms and Award Summary	9
5.03	Invoices	9
6.0	Contract or Purchase Order Term and Termination.....	9
7.0	Additional Terms and Conditions.....	10
7.01	Awarded Respondent Responsibilities	10
7.02	Intellectual Property Rights in Software.....	10
7.03	Confidentiality	10
7.04	Public Information Act Disclosures	10
7.05	FERPA Confidentiality and Data Governance Provisions	11
7.06	Cybersecurity Training and Insurance.....	12
7.07	Technical Documents	13
8.0	Schedule of Events	13
8.01	Calendar of Events.....	13
8.02	Point of Contact	14
9.0	Proposal Format and Content (Required).....	14
9.01	SOW Attachments	14
9.02	Organization of the Proposal for Submission	14
9.03	Additional Considerations.....	17
10.0	Proposal Evaluation Criteria.....	17

Introduction

The Texas Higher Education Coordinating Board (THECB) is a state agency that provides leadership and coordination for Texas higher education. The agency has a responsibility to be the recognized clearinghouse for statewide education data. One of the challenges facing Texas colleges and universities is the lack of a consistent, reliable, and efficient means of submitting required data to THECB. THECB seeks a vendor or vendors to build out the existing cloud-based data submission system, so that institutions can submit all required reports through a single portal. This will continue THECB's work toward a modern, secure, reliable data infrastructure.

By the end of 2024, THECB aims to make the single portal and submission process for institution data submission for College Board Manual (CBM), Financial Aid Data Submission (FADS), and Recommended Course Sequence (RCS) available to the field. All CBM, FADS, and RCS data will be submitted through the .NET Azure portal. All submitted data will be processed leveraging Snowflake and PowerBI.

Successful completion of this project will not only result in a single application for Texas institutions of higher education to submit mandatory data, but it will also position the agency to decommission the multiple legacy submission methods currently in place.

2.0 Minimum Eligibility Requirements

2.01 Experience

Respondents must have a minimum of five (5) years' experience providing services like those described in the Section 3.01 Scope of Work. An entity or company in existence for fewer than five (5) 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.

THECB encourages Historically Underutilized Businesses to compete for this award.

2.02 Qualifications

2.02.1 Active Department of Information Resources Vendor

Respondents responding to this Statement of Work must be an active Department of Information Resources (DIR) Vendor and must provide their current DIR contract number or a hyperlink to their active DIR contract. Failure to provide this information will render the proposal nonresponsive.

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 must have the appropriate background experience to perform the work required under this SOW. Respondents shall

further have experience handling confidential data in compliance with all applicable data privacy laws. Respondents must submit a Company Profile that outlines their experience and expertise in the area of application development facilitating data collection and pipeline orchestration leveraging Azure, Snowflake, and PowerBI, including their capability to perform the required services and to handle confidential data in compliance with all applicable data privacy laws.

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 SOW including expertise in Agile development methodology and processes and in application development using .Net, SQL Server, Visual Studio, Azure Synapse, Snowflake, and PowerBI;
- Experience working on similar projects; and
- If subcontractors will be utilized, key personnel resumes, illustrating the qualifications of each subcontracted individual to perform the services described in this SOW.

2.02.3 *Key Staff and Qualifications of Key Staff*

Respondents must provide staff who are fully knowledgeable of the work required under this SOW. Proposed key staff must have the appropriate background skills, knowledge, experience, and training. Evidence of qualifications must be included in the Company Profile including but not limited to an organizational chart, resumes and/or LinkedIn profiles of key staff and company leadership, and documentation of projects of similar scope and scale.

3.0 Scope of Work

3.01 Technical Requirements

Awarded Respondent shall partner with THECB technical and business staff and leadership to further the implementation of agency data calls using THECB's Data Submission Portal (DSP), coupled with THECB's custom-built identity access management (IAM) solution (CBPass). Underlying architecture involves the use of data curation and certification/decertification pipelines across both Azure and Snowflake frameworks, as well as error analysis reporting leveraging Power BI.

Additionally, Awarded Respondent shall comply with the following:

1. All project management shall be conducted using THECB's Teams, Azure DevOps, and SharePoint platforms to ensure comprehensive documentation of project and application development.
2. The Data Submission Portal is currently integrated with an administrative application, Data Management UI (DMUI), for management of validation rules.

Awarded Respondent will be responsible for maintaining this integration for the duration of the project.

3. Awarded Respondent shall develop the application front- and back-end layers, and any ancillary tools, within THECB's identified target technical stack, unless otherwise agreed upon by THECB. The current technical stack in use includes, but is not limited to, .Net, SQL Server, Visual Studio, Azure Synapse, and Snowflake. THECB is working to migrate away from Azure Synapse use.
4. Application code shall undergo peer code review and version control using a code repository that is fully owned and overseen by THECB.
5. Promotion of application code to higher environments must follow THECB's change management processes.
6. Awarded Respondent shall support the creation of facilitation scripts, outline user testing objectives, and propose key data to be collected during user testing. Facilitation of user testing and collecting feedback from the field will be the responsibility of THECB.
7. All development must conform to [state accessibility requirements](#), including [AA standards](#). This includes working with THECB's Information Solutions and Services (ISS) division to execute and respond to accessibility scans.
8. All application development is subject to review by THECB's Quality Assurance (QA) team. Application functionality shall be regularly submitted to THECB's QA team to ensure business requirements are being fully addressed, as well as to ensure the application conforms with accessibility standards and state requirements. Awarded Respondent shall be responsible for resolving bugs, correcting failed functionality tests, and accessibility issues identified by the QA team. Awarded Respondent may complete functional testing alongside THECB QA staff.
9. All application development must pass user acceptance testing (UAT) by THECB's Data Management team. Application functionality and validation of data calls shall be regularly submitted to THECB's Data Management team for user UAT signoff. Awarded Respondent shall be responsible for resolving functional and visual defects and data inconsistencies identified by the UAT team. Enhancements may be added to the project backlog based on THECB prioritization.
10. All application development is subject to review by the Information Security Office (ISO). All code may be scanned at regular intervals by the ISO to ensure the agency's cybersecurity standards are met. Such scans may be on static and compiled code, as well as manual penetration testing. Awarded Respondent shall be responsible for resolving critical, high, medium, and low vulnerabilities on all application code written by its contractors.
11. Awarded Respondent must maintain compliance with all applicable data privacy laws and all confidentiality provisions contained herein, including but not limited to Section 7.05 below, during the performance of the services described in this SOW.

3.02 Deliverables

Awarded Respondent shall:

- Conduct technical discovery and provide a report with recommendations for any potential optimization of existing framework with the aim to conform to industry/technology best practices.
- Deliver a technical architecture plan that conforms with the existing architecture established for the DSP, curation and certification/decertification pipelines, and error reporting. Any suggested technological changes must be presented to THECB’s technical leadership, including information technology and information security staff, for consideration and potential adoption.
- Provide knowledge transfer over the duration of the project. Documentation shall include, but is not limited to, runbooks, data dictionaries, entity relationship diagrams (ERDs), application to database mapping, and technical documents pertaining to code maintenance.
- Build end-to-end submission process for each data call that includes:
 - Leveraging a generic curation pipeline that processes all distinct CBM, FADS, and RCS reports;
 - Development of validation rules and error reports for each report type;
 - A certification process for each of the reports;
 - A de-certification process for each of the reports; and
 - Orchestration of process automation, enabling multiple submissions and processing in parallel.
- Deliver incremental releases of the data calls as prioritized by THECB data management. The data calls shall be released in three phases, as shown in the table below. Changes to the priority order may be agreed upon at the start of the project. Estimated timeline for each phase indicated in parentheses below.

Phase 1 (Two Months)	Phase 2 (Six Months)	Phase 3 (Four Months)
Azure Data Factory	RCS001 and RCS002	.NET Application
CBM014	MoveIt/VB Code	CBM009
CBM011	CBM00E	CBM0E1
HEFINV	CBM00N	CBM0C8
	CBM00X	CBM00M
	CBM00C	CBM00S
	CBM003	CBM0CS
	CBM00B	CBM008
	CBM00A	CBM001
	CBM00R	CBM0C1

	CBM002	
--	--------	--

More details about each of the data calls can be found under the following links. These data calls may be conducted on an annual or semesterly basis.

- CBM Reporting Manuals
 - Career Schools and Colleges and Private and Out-of-State Public Postsecondary Institutions ([PDF](#))
 - Community, Technical and State Colleges ([PDF](#))
 - Health-Related Institutions ([PDF](#))
 - Independent Colleges and Universities ([PDF](#))
 - Public Universities ([PDF](#))
- Financial Aid Database System (FADS) FY 2023 FAD Comprehensive Reporting Manual ([PDF](#))
- [Recommended Course Sequence Reporting](#)

3.03 Acceptance Criteria

Awarded Respondent shall comply with the following acceptance criteria:

Awarded Respondent must submit documentation of work performed under this Statement of Work, 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 SOW. 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 and all subsections therein.

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

In the event THECB does not approve an invoice, 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 a Deliverable (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:

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

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.

- Scheduled meetings:
 - Project kickoff (in person/hybrid);
 - Daily 15-minute standup;
 - Weekly status meeting with project owners & leadership;
 - Regular scrum sprint ceremonies to include standups, sprint planning, backlog review, sprint retrospectives, and end of sprint demos; and
 - End-to-end demo at the end of each epic for executive stakeholders
- Communication plan:
 - All communications done over THECB email and Teams;
 - Agenda and meeting minutes distributed over email to all invitees; and
 - Meeting notes and work products are saved in the project SharePoint/Teams space.

5.0 Payment and Pricing Terms

5.01 Pricing

Respondent's pricing must be all-inclusive, covering all services, costs, and fees required to provide all deliverables and comply with all technical requirements as described in this SOW, including personnel costs, and all other necessary expenses required in the performance of the contract or purchase order.

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.	Technical Discovery and Recommendations	
2.	Technical architecture plan	
3.	Phase 1 end-to-end submission	

4.	Phase 2 end-to-end submission	
5.	Phase 3 end-to-end submission	
6.	Knowledge transfer and documentation	

5.02 Payment Terms and Award Summary

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

To the extent Awarded Respondent is not a Texas state agency, THECB will make payments for services in accordance with the Texas Prompt Payment Laws, Texas Government Code §§ 2251.001-.055. If Awarded Respondent is a Texas state agency, THECB will make payments for services in accordance with the Interagency Cooperation Act, Texas Government Code §§ 771.001-.010.

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

THECB will not apply for credit nor will THECB prepay. THECB shall pay, subject to the terms of the Texas Prompt Payment Laws, upon the receipt of a properly submitted invoice after all goods and services have been received and applicable Deliverables have been approved by THECB.

At THECB's discretion, THECB shall award the contract or purchase order to the most qualified Respondent(s) successfully meeting the criteria and conditions as outlined in this SOW, 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 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** and shall end **August 31, 2025**, unless extended or terminated as otherwise provided for in the contract or

purchase order. Subject to proper approvals, the Parties may amend the contract or purchase order to extend the term, provided both Parties agree in writing to do so, prior to the expiration date. Any extensions shall have the same terms and conditions, plus any approved changes.

7.0 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 in Software

THECB and Awarded Respondent acknowledge and agree that intellectual property or other property produced, generated, or created in connection with the contract that Awarded Respondent had not previously produced, generated, or created, either completed or partially, shall be THECB's sole property and all rights, title, and interest in and to the work product shall vest in THECB upon payment for the services. To the extent any pre-existing material or property is utilized in the development of the solution(s) discussed herein, Awarded Respondent warrants that it is licensed to use the material or property. Further, Awarded Respondent acknowledges that the ensuing agreement between THECB and Awarded Respondent will award to THECB an irrevocable license to utilize any pre-existing material or property required for the maintenance of the solution(s) discussed herein.

7.03 Confidentiality

Except as required by applicable law, including but not limited to Texas Government Code Chapter 552, Awarded Respondent, including its employees, agents, board members, and subcontractors, shall not: i) disclose to any third-party the business of THECB, details regarding any website or application, including, without limitation any information regarding the website and application code, the specifications, or THECB's business (the "Confidential Information"); (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by THECB; or (iii) use Confidential Information other than solely for the benefit of THECB.

7.04 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 require access to FERPA confidential data in order to provide the services required under this SOW. Awarded Respondent agrees to sign a Data Sharing Agreement (“DSA) before accessing any THECB confidential data, in order to act as THECB’s authorized representative. Awarded Respondent agrees to comply with all requirements of the DSA, including but not limited to, ensuring:

- Training for all employees on proper handling of confidential educational records;
- Confidential information is utilized only for the authorized purpose;
- Confidential information is protected from further unauthorized uses or disclosures; and
- The destruction of confidential information when access is no longer required.

If data is needed to test the product or solution, Awarded Respondent shall provide synthetic data that does not require any data from THECB. No data from THECB shall be used to test any product under this SOW.

Awarded Respondent shall ensure that all employees, subcontractors, and agents involved in work under this SOW have been trained to properly handle education records and personally identifiable information (PII) in accordance with law.

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

Data Security. Awarded Respondent warrants that it has a sound data security program, that, at a minimum, meets industry standards, 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, PII, or any other confidential or sensitive information *not later than twenty-four (24) hours after discovery of a security incident that may constitute a data breach.*

Awarded Respondent shall immediately mitigate any such breach and ensure that any disrupted services are brought back into service without significant delay. Awarded Respondent shall be responsible for any data breach notifications and damages that are required by state or federal law and shall coordinate such notification with THECB. This section shall survive termination of the agreement.

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.

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 Cybersecurity Training and Insurance

Awarded Respondent represents and warrants that it will comply with the requirements of Texas Government Code Section 2054.5192 relating to cybersecurity training and required verification of completion of the training program. Awarded Respondent further warrants that it will obtain and maintain cyber security insurance coverage including both first- and third-party coverage, covering claims involving privacy violations, information theft, damage to or

destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security.

7.07 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 Due Date for Proposals

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

A Respondent may be required to provide proof of timely submission of the proposal. THECB shall not be responsible for proposals that are captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by THECB or Respondent’s anti-virus or other security software.

8.02 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	February 13 th , 2024
Last Day to Submit Written Questions	February 20 th , 2024, by 11:30PM CT
THECB’s Anticipated Response to Written Questions	February 23 rd , 2024
Proposal Due Date and Time	March 5 th , 2024, by 11:30PM CT
Post-Proposal Presentations, if required	TBD
Anticipated Contract Start Date	Upon execution

THECB will only accept written questions and requests for clarification via email to the Point of Contact listed below. Questions and requests for clarification shall be submitted in a Word document. Respondents shall refer to the section of the SOW that the question or request for clarification pertains to. THECB will post responses to written questions on the THECB website.

8.02 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. 781-4-02321.

Marcus Garcia, CTCD, CTCM
Procurement
Texas Higher Education Coordinating Board
eBids@highered.texas.gov

Please Note: Marcus Garcia is the only THECB point of contact. Contact or attempted contact with other THECB employees, including Commissioners and their staff, may result in a Respondent's immediate disqualification.

All THECB responses must be in writing to be binding. Any information THECB deems to be important and of general interest or which modifies requirements of the 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)

Attachment B: Department of Information Resources (DIR) Shared Technology Services Policy Document

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. 781-4-02321, Snowflake Data Submission.**" 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. Unless THECB elects to waive any of these requirements, failure to

submit all required information shall make the proposal nonresponsive and thus disqualified from consideration.

Respondents are solely responsible for thoroughly understanding this 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) Portable Document Files (PDF) as noted below.

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

1. Excel Spreadsheet
2. PDF No. 1: Response to Section 2.0 and Section 3.0
3. PDF No. 2: Attachment A and Transmittal Letter

1. The Excel document must contain the pricing as described in Section 5.01.

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

- Respondent's current DIR contract number or a hyperlink to Respondent's current active DIR contract
- 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 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 must contain the following two (2) items:

- Attachment A: Conflict of Interest Disclosure Statement

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

- **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 Snowflake Date Submission.

The Transmittal Letter must include the following language:

- "The proposal enclosed is binding and valid at the discretion of THECB."
- The enclosed proposal is good for one hundred and twenty (120) 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 proposals according to the Evaluation Criteria outlined in the table below. The relative weight of each criterion is indicated by the maximum possible number of points indicated in the right-hand column. Proposals considered responsive will be evaluated by THECB according to the Evaluation Criteria outlined in the table below. The relative weight of each criterion is indicated by the maximum possible number of points indicated in the right-hand column.

Evaluation Criteria Table	
Criterion	Weight
Overall Experience and Demonstrated Results Evaluation will include an assessment of demonstrated ability to meet the requirements outlined in this SOW, evidence of past performance, quality of past work, references, and other related items.	40%
Strategic Workplan Approach	40%

Overall approach and strategy outlined in the proposal. Addresses the full SOW outlined in Section III.	
Timeline Demonstrated ability to perform the work within a specific timeframe. Project plan provides a reasonable and acceptable timeline for implementation.	10%
Budget Approach Effective and efficient delivery of services is reasonable and appropriate in relation to the allocated budget. Cost estimate demonstrates best value to the state.	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

Sample Scoring Sheet:

Criteria	Score (1-5)	Weight	(Score*Weight) *100
Overall Experience & Demonstrated Results	4	40%	200
Strategic Workplan Approach	3	40%	90
Timeline	5	10%	50
Budget Approach	2	10%	20
Total Score			360

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 nor respond to questions after the deadline.