



TEXAS HIGHER EDUCATION COORDINATING BOARD

Statement of Work (SOW)

Managed Services – College and Career Advising No. 781-4-30061

DIR Technical Categories

1.	Application Development, Maintenance, and Support Technology Upgrade, Migration, and Transformation and Enterprise Resource Planning (ERP)
2.	Comprehensive Web Development and Management Services
3.	Managed Services

NIGP Code(s):

958-82	Records Management Services
915-96	Webpage Design, Management & Maintenance
920-00	Data Processing, Computer, and Software Services
958-77	Project Management

Solicitation Post Date: December 28, 2023

Written Questions Deadline: January 05, 2024, by 11:30 PM CT

Proposal Deadline: January 19, 2024, by 11:30 PM CT

Table of Contents

1.0	Introduction	2
2.0	Minimum Eligibility Requirements	3
2.01	Experience	3
2.02	Qualifications	3
2.02.01	Active Department of Information Resources Vendor	3
2.02.02	Company Profile	3
2.02.03	Key Staff and Qualifications of Key Staff	4
3.0	Scope of Work	4
3.01	Technical Specifications	4
3.02	Team structure and function	5
3.03	Acceptance Criteria	6
4.0	Reports and Meetings	7
4.01	Reports	7
4.02	Meetings and Communication Plan Between Meetings	7
5.0	Payment and Pricing Terms	7
5.01	Pricing	7
5.02	Payment Terms and Award Summary	7
5.03	Invoices	8
6.0	Contract or Purchase Order Term and Termination	8
7.0	Additional Terms and Conditions	8
7.01	Awarded Respondent Responsibilities	8
7.02	Intellectual Property Rights in Software	9
7.03	Confidentiality	9
7.04	Public Information Act Disclosures	9
7.05	FERPA Confidentiality and Data Governance Provisions	10
7.06	Technical Documents	11
8.0	Schedule of Events	11
8.01	Calendar of Events	11
8.02	Point of Contact	12
9.0	Proposal Format and Content (Required)	12
9.01	SOW Attachments	12
9.02	Organization of the Proposal for Submission	12
9.03	Additional Considerations	15
10.0	Proposal Evaluation Criteria	15

1.0 Introduction

The Texas Higher Education Coordinating Board (THECB) is a state agency that provides leadership and coordination for Texas higher education. THECB has set ambitious goals in the past, and it is not backing away from them — instead, it is raising the bar. *Building a Talent Strong Texas* expands on the successes and progress of THECB's previous plan, 60x30TX, by widening the lens for higher education. In addition to the 25- to 34-year-olds who were already central to 60X30TX, THECB will aim for at least sixty (60) percent of Texans ages 35 to 64 to have a degree, certificate, or other postsecondary credential of value by 2030. Reaching all Texans – including adult learners – is critical to achieving the goals laid out in *Building a Talent Strong Texas*.

To serve these aims, THECB is developing world-class advising products to engage learners of all ages and those who support them. The suite of products within THECB's College and Career Advising Division serves current and future students; families; and educators and advisors across K12 and higher education.

THECB is seeking a vendor or vendors to propose an approach to managed services in the maintenance, operation and development of its platforms for advising products. In its approach, Respondent should staff dedicated resources who will function as Scrum Teams and Helpdesk support. Vendor will collaborate with THECB to prioritize work across the platforms. THECB will provide the Product owner for the teams.

The Awarded Respondent(s) will be expected to provide managed services for, at a minimum, the following THECB-owned platforms:

- **My Texas Future**

[My Texas Future \(MTF\)](#) is an online student portal for all Texans planning or preparing for higher education. MTF is designed to propel current and future students toward degree and credential attainment with a clear line-of-sight to good job opportunities. Just as Texans visit Texas.Gov for all their state licensing needs, My Texas Future will serve as the central repository for planning for and applying to college. My Texas Future leverages Salesforce to connect current and future students with an academic advisor at participating institutions of higher education. In addition, Marketing Cloud is utilized to increase active user engagement with My Texas Future.

A host of relevant tools, including ApplyTexas and MapMyPath (MMP) as described in more detail below, will be integrated into My Texas Future to provide one experience, simplifying and streamlining the postsecondary planning, preparation and application process.

- [ApplyTexas](#) - ApplyTexas is a centralized web portal for prospective students to apply for admission to Texas higher education institutions. The tagline, "many schools, one application" describes the function. Through the ApplyTexas platform, students can more easily apply to several Texas schools with one application, and secondary counselors can monitor progress through the ApplyTexas Counselor Suite. THECB administers the ApplyTexas system in consultation with an advisory committee comprised of representatives of higher education institutions.

On January 5, 2023, THECB contracted with Deloitte Consulting, LLP to improve the ApplyTexas system. Through human-centered design, the team aims to increase efficiencies for students, high schools and institutions of higher education and increase overall application volume, especially with populations who are traditionally underserved. The new ApplyTexas is currently scheduled to launch in May of 2024.

- **MapMyPath** - Embedded within the My Texas Future transfer student experience, MapMyPath will promote student understanding of how course credits transfer and apply across programs and institutions. MapMyPath will provide new insights into the challenges undergraduate students confront when transferring course credits among programs and institutions; make information about undergraduate degree pathways readily accessible and comparable for secondary and postsecondary students and educators; and streamline students' pathways to completing postsecondary degrees and certificates.

Awarded Respondent and THECB will partner to ensure that all Texans are supported as they navigate their postsecondary journey. Each platform plays an important role in propelling Texans to credentials of value.

The initial Period of Performance for the anticipated contract is one (1) year. Following the initial term, THECB at its sole discretion, may extend for up to three additional, 12-month terms.

THECB reserves the right to award multiple contracts as a result of this Statement of Work.

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 3.1 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

2.02.01 Active Department of Information Resources Vendor

Respondents responding to this Statement of Work (SOW) 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.**

2.02.02 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 must submit a Company Profile that outlines their experience and

expertise in the area of providing secure managed services for platforms, software, applications, tools, etc., including their capability to perform the required services.

The following shall be included with the Company Profile:

- Organization chart;
- Management team resumes; and
- Key personnel resumes, illustrating the qualifications of each individual to perform the services described in this SOW including expertise in Agile development methodology and processes, Azure development and Salesforce management; and
- If Respondent will utilize subcontractors, key personnel resumes for the subcontractors, illustrating the qualifications of each subcontracted individual to perform the services described in this SOW.

2.02.03 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 Specifications

	My Texas Future	ApplyTexas	MapMyPath
Front-end JS library	React	React	React
Back-end Environment/ Frameworks	.Net, WordPress	Node.js, Python, WordPress.	.Net,
IAM	Azure AD B2C	Azure AD B2C	Azure AD B2C
Storage	CosmoDB, Azure SQL Server (Enterprise Data Warehouse), Blob Storage	CosmoDB, Azure SQL Server (Enterprise Data Warehouse), PostgresDB	CosmoDB, Azure SQL Server, (Enterprise Data Warehouse), Blob Storage
Key external integrations	ADVi, RoadTrip Nation, SFDC, Google Analytics, Google Maps and Analytics	National Student Clearinghouse (NSC); SFDC, Google Maps, Analytics, Address Validation	ADVi, RoadTrip Nation, SFDC, Google Maps and Analytics
User research/ Design	Figma	Figma	Qualtrics surveys

Because of the relatively nascent state of each product, traffic and load figures are difficult to estimate. The below table seeks to provide some baseline expectations.

	My Texas Future	ApplyTexas	MapMyPath
Annual Distinct Users	TBD	1,000,000	TBD
Peak monthly active users	TBD	135,000	TBD

3.02 Team structure and function

Awarded Respondent will provide managed services in the maintenance, operation, and development of the above platforms. The right partner will be able to staff dedicated resources who will function as Scrum Teams and collaborate with THECB to prioritize work across the platforms. THECB will provide the Product Owner for the teams. Actual allocation in a given sprint will be based on prioritization by the THECB Product Owner, with a quarterly review of upcoming work and a shared high-level view of priorities.

Respondent team(s) must include, but are not limited to:

- Developers/Programmers
- Quality Assurance/Testing resources
- Project manager(s)/scrum master(s)
- A UX designer
- A primary business point of contact
- Salesforce admin and developer
- Data analyst
- Azure CI-CD Dev Ops Engineer

With the exception of the business point of contact, Salesforce support, and data analyst, Respondent's team members should be wholly dedicated to this project. Team members should be senior level with at least seven years of experience within their given area of expertise. The business point of contact will manage progress and alignment across THECB and Respondent's teams and ensure blockers are remediated in a timely manner. All team-members should demonstrate a strong understanding of the vision of the work, and the end-users needs and preferences. Talent continuity will be critical to ensuring progress across the prioritized areas. THECB anticipates proposals to include a single large Scrum team or two medium scrum teams.

The teams should provide three key functions in an agile environment:

- 1) Maintenance and support
 - a. Recommend patches and upgrades as necessary;
 - b. Fix bugs;
 - c. Light upgrades/redesigns that respond to user roadblocks;
 - d. Analytics monitoring;
 - e. Chatbot management;
 - f. Salesforce integrations through THECB's Enterprise Service Bus;
 - g. Data refactoring (resolving technical debt and building processes that synchronize application data objects with the source of records in THECB data warehouses); and
 - h. Adherence to any applicable Data Center guidelines, governance and SLAs for infrastructure hosted in the public cloud and private cloud.

- 2) Enhancements
 - a. Broader improvements that tackle entirely new functionality, stemming from both THECB and from the managed services partner based on their understanding of user needs and best practices; and
 - b. Content updates.

- 3) Infrastructure consolidation
 - a. Migrate MTF, MMP to Azure hub and spoke;
 - b. Consolidate user profiles into one IAM, leveraging SSO;
 - c. Integrate with Snowflake platform; and
 - d. Incorporate options to meet THECB's SDLC processes, guidelines and best practices.

- 4) Security and Compliance
 - a. Adherence to security standards and compliance as outlined by THECB's CISO's office.
 - b. Adherence to HH-15 Application Development Policy.

THECB will need the ability to scale service efficiently based on a collaborative prioritization process. THECB may want to increase overall capacity for a quarter to take on a larger initiative, for instance, or draw down resources for a quarter if there is not enough of a backlog to support the current team. Respondents should propose a plan for adjusting overall capacity of teams with appropriate notice.

Respondent's proposal should include annual pricing for the required teams. Team deliverables will primarily be measured and documented through sprint planning and execution of new features and bug fixes at the end of each sprint.

	Team Deliverables	Deadline post contract execution
1	Kickoff and vision alignment	One week
2	Technical discovery and analysis	Five weeks
3	Sprint 1, 2, 3...	Sprint cadence TBD

3.03 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 an invoice (where appropriate) at no additional charge to THECB.

4.0 Reports and Meetings

4.01 Reports

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

1. Technical discovery and analysis
2. End of sprint summary

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, costs, and fees required to provide all service requirements as described in this SOW, including personnel costs and all other necessary expenses required in the performance of the contract or purchase order. The pricing sheet shall include options for annual renewals.

Respondent shall propose annual pricing as discussed in Section 3.02 above. Pricing should be submitted on an EXCEL document in the format below.

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

5.02 Payment Terms and Award Summary

Awarded Respondent will be reimbursed for services provided 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 sole discretion, THECB will 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 5.2 above.

6.0 Contract or Purchase Order Term and Termination

The initial term of the anticipated contract or purchase order shall be for one year with the option for three renewal periods. The term of the contract or purchase order including the optional renewal periods may not exceed four years, unless extended or terminated as otherwise provided for in the contract or purchase order. 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.

If subcontracting, before any work may be performed by a subcontractor, the subcontractor must be on Awarded Respondent's approved Texas Department of Information Resources HUB Subcontracting Plan.

THECB may require Awarded Respondent to conduct criminal background checks for all team members assigned to this project or otherwise provide documentation that all team

members assigned to this project have passed recently conducted criminal background checks. Any team member who does not pass a criminal background check shall not be assigned to the project team.

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 project 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.

Awarded Respondent acknowledges and agrees that THECB owns all intellectual property rights, including any applicable trademark and copyrights to the platforms discussed herein, and all content included therein. To the extent necessary, THECB will provide Awarded Respondent a limited, non-exclusive, non-transferable, revocable license to use THECB's intellectual property, including trademarks and copyrights, for the sole purpose of providing the services and deliverables set forth in Section 3.0. Awarded Respondent agrees that it shall not use the THECB trademarks and copyrights or other intellectual property, or any marks or copyrights that are confusingly similar for any other purpose. Awarded Respondent agrees it shall not assert any right, license or interest with respect to any THECB intellectual property. Awarded Respondent further agrees it shall not contest, attack, dispute, challenge, attempt to cancel, oppose, or seek to challenge in any manner or in any forum, THECB's rights, title, and interest to the intellectual property described above.

7.03 Confidentiality

Except as required by applicable law, including but not limited to Texas Government Code Chapter 552, Awarded Respondent, including its employees, agents, board members, and subcontractors, shall not: i) disclose to any third-party the business of THECB, details regarding 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.

If it subsequently becomes necessary for Awarded Respondent to access student level or any other FERPA confidential data in order to provide the services required under this SOW, Awarded Respondent shall not access such data until the Parties execute a separate Data Sharing Agreement.

If data is needed to test a 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.

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.

Awarded Respondent will comply with the requirements of Texas Government Code § 2054.5192 relating to cybersecurity training and required verification of completion of the training program for all team members assigned to this project.

Cloud Computing/TX RAMP. To the extent applicable, 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	December 28, 2023
Last Day to Submit Written Questions	January 05, 2024, by 11:30 PM CT
THECB's Response to Written Questions	January 12, 2024
Proposal Due Date and Time	January 19, 2024, by 11:30 PM CT
Post-Proposal Presentations, if required	TBD
Anticipated Contract Start Date	TBD

THECB will only accept written questions and requests for clarification via email to the Point of Contact listed below. THECB will post responses to written questions on the

THECB website. Please note that THECB will not answer questions regarding the project budget.

Please use the following format when submitting questions:

Respondent Name: _____

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

8.02 Point of Contact

Respondents shall direct all inquiries, written questions, requests for clarification, and communications concerning this SOW to the Point of Contact listed below. Inquiries and comments must reference SOW No. 781-4-30061.

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. 781-4-30061,

Managed Services – College and Career Advising.” 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 8.02.

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.

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

- The Excel document must contain the pricing as described in Section 5.01.**
- The first PDF must contain responses to the following in this order:**

- a. Respondent’s current DIR contract number or a hyperlink to Respondent’s current active DIR contract
- b. Minimum Eligibility Requirements under Section 2.0 and all subsections of Section 2.0.
- c. Scope of Work under Section 3.0 and all subsections of Section 3.0.
- d. Respondent shall provide at least three references, including contact information. THECB prefers references from clients for whom Respondent has performed similar work, including other state agencies. Do not use THECB or any individuals employed by THECB as a reference.

- The second PDF must contain the following two (2) items:**

- a. 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.

- b. **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 Course Sharing Technology Platform.

The Transmittal Letter must include the following language:

- "The proposal enclosed is binding and valid at the discretion of THECB."
- The enclosed proposal is good for 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 is indicated by the maximum possible number of points indicated in the right-hand column. THECB will consider both the final weighted score as well as the average ranking when making vendor selection(s).

Evaluation Criteria Table	
Criterion	Weight
Quality of team, as evidenced by response to Sections 2.0 and 3.0	50
Quality of relevant previous experience, as evidenced by response to Sections 2. and 3.	50
Total	100

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.