



TEXAS HIGHER EDUCATION COORDINATING BOARD

Request for Offers (RFO)

Data Modernization Initiative Public Portal

No. 781-2-25825

Texas Higher Education Coordinating Board
1200 East Anderson Lane
Austin, Texas 78752

NIGP Code:

915-96 Website Page Design, Management and Maintenance Services

Solicitation Post Date: November 29, 2021
Written Questions Deadline: December 13, 2021, 5:00 p.m. CT
Proposal Deadline: January 7, 2022, 5:00 p.m. CT

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1.0 Introduction

The Texas Higher Education Coordinating Board (THECB or the Board) is a state agency that provides leadership and coordination for higher education in the state of Texas.

In 2015, THECB adopted the 60x30TX plan, which committed to 60 percent of all Texans ages 25-34 earning a certificate or degree by 2030. The plan also set out the ambitious goals of having 550,000 students complete a certificate or degree every year by 2030, each student graduating with identified marketable skills, and having debt that amounted to less than 60 percent of first-year wages. The state is making progress toward those goals.

The pace of change in the Texas economy is accelerating, and the COVID-19 pandemic has brought new disruptions to the workforce while changing expectations for the future. In response, state officials led by the Commissioner of Higher Education have determined that 60x30TX should be refreshed as it nears its halfway mark in 2022 – and that Texas should accelerate its national leadership and renewed focus on students completing degrees with purpose and value.

To help support these efforts, the THECB is seeking to modernize its data infrastructure and create a streamlined, design-forward interactive online portal for multiple users to access and interact with data.

Currently, the THECB receives and provides a broad array of data from multiple sources, across various online access and submission points. This data is consolidated and made accessible through an existing set of THECB websites and applications and is used primarily by institutional researchers and leaders, agency employees and data reporters, advocacy and policy groups, as well as policymakers and legislative staff.

Users who access this data through the existing websites and web applications report that it is hard to find the information they are looking for, the navigation and data visualizations can be confusing or difficult to interpret, and the overall experience can be challenging. As a result, agency staff who are tasked with querying data and generating reports end up spending substantial time on repetitive reporting that could easily be automated. The THECB is seeking to consolidate the reporting data access points and enhance end-user access with an interactive interface.

Through this project, the THECB aims to provide an engaging, intuitive, and user-friendly online data tool (portal) that:

- Significantly increases user satisfaction from our current solutions
- Removes the need for custom reports to be generated by the THECB data team
- Addresses all user types and data categories through a single site
- Provides the ability to easily extend and scale new data visuals/reports to new user types and categories in the future

Awarded Respondent will:

- Develop a website site map and information architecture to accommodate multiple audiences navigating a single site with different data categories and reports
- Develop an interim strategy for displaying this data on existing websites
- Create dashboard visualizations based off existing data categories that can be re-used as a model for displaying future data categories

The portal will be online and generate highly visual and compelling interactive dashboards and dashboard templates that display dynamic and animated charts, graphs, images, and other data visualizations while enabling users to download and print the data visualizations and data sources in various formats (PDF, Excel/CSV, png/jpg). The portal must also allow for comparative analysis and exploration of longitudinal data. Awarded Respondent will employ user-centered design principles to create a sophisticated yet intuitive portal that enables multiple stakeholders to quickly access and easily understand complex data reports. Report design must be standardized and aligned with THECB branding. Awarded Respondent must support implementation and maintenance of the portal, providing all necessary documentation and training to transfer that implementation and maintenance at the end of the project.

Additional details are provided in the Scope of Work (Section 3.0).

2.0 Minimum Eligibility Requirements

2.01 Experience

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

A Respondent responding to this Statement of Work must be an active Department of Information Resources (DIR) Vendor and must provide the current DIR contract number, vendor information, and expiration date of current DIR contract. Failure to provide this information will render the Proposal nonresponsive.

2.02.2 Company Profile

A Respondent must demonstrate its knowledge and expertise of the environment (e.g., platforms, software, applications, security, network, tools, etc.) for which work is to be performed, and employees and/or subcontractors with appropriate background experience to perform the work required under this RFO. Respondent must submit a Company Profile that outlines Respondent's experience and expertise in the area of data visualizations serving the needs of diverse user/stakeholder groups, demonstrated experience with the tools and technologies described in this RFO, and experience building and implementing product roadmaps that demonstrate scalable and flexible solutions that support long-term growth, including Respondent's 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 to perform the services described in this RFO including expertise in Agile development methodology and processes.

2.02.3 Key Staff and Qualifications of Key Staff

Respondents must provide staff who are fully knowledgeable of the work required under this RFO and who are proposed as the project team for this engagement. Proposed key staff must have the appropriate background skills, knowledge, experience, and training. Evidence of qualifications must be included in the Company Profile.

3.0 Scope of Work

When building the product, Awarded Respondent will engage diverse sets of product users at agreed upon phases throughout the project, ensuring the product design and build is aligned with user needs and expectations.

Awarded Respondent will also provide solutions for design-forward data visualization models of complex data and establish an information architecture that will drive the portal structure going forward.

3.01 Discovery

Expected activities:

- 3.01.01 Review previously conducted market research to gain an understanding of target audiences and their needs, barriers to successfully navigating the product and reaching intended outcomes, goals, and objectives in using the product.
- 3.01.02 Interview internal staff to understand desired outcomes and use cases
- 3.01.03 Conduct market, user, and organizational research, with a focus on descriptive research/ best way to solve the problem.
- 3.01.04 Develop priority user personas
- 3.01.05 Understand and document the existing landscape of data applications and reports (“data products”) provided across THECB’s various data platforms and environments.
- 3.01.06 Examine priority data reports as identified by the Coordinating Board and engage users to understand how these reports would be best displayed to make them meaningful and actionable.
- 3.01.07 Review and analyze existing web traffic analytics across data products to inform and optimize the new data portal
- 3.01.08 Clarify the list of data products currently provided that are required by Texas state statute
- 3.01.09 Review existing draft data dashboards
- 3.01.10 Advise on and refine product requirements based on research and discovery

Deliverables:

- 3.01.11 Recommendations on refined product requirements based on comprehensive landscape analysis and discovery
- 3.01.12 Priority user personas based on evidence-based market, user, and organization findings
- 3.01.13 Analysis of existing and original research, with accompanying presentation and documentation
- 3.01.14 Detailed project plan encompassing all planned deliverables, milestones, timeline, and assumptions

3.02 Portal UI/UX & Design

This phase of work will include information architecture, UI/UX design, web design, and functionality.

Expected activities:

- 3.02.01 Propose and provide appropriate wireframes and associated images to enhance the user journey.
- 3.02.02 Work with key THECB staff to follow a process for design that involves regular updates and iterative feedback loops.
- 3.02.03 Leverage UX research and iterative design and prototyping to maximize user adoption and success.
- 3.02.04 Develop a visually compelling, interactive, and responsive website (using WordPress as the content management system to ensure alignment across other THECB websites) to support all future data visualizations and meet user expectations and behaviors in a meaningful way.
- 3.02.05 Complete/acquire necessary visual design elements, including iconography, imagery, animations, etc., as necessary to enhance the user experience.
- 3.02.06 Public portal and all associated content must align with THECB's brand guidelines. Awarded Respondent will work with the THECB Communications and Marketing Division to ensure brand alignment.
- 3.02.07 Develop data product designs: Develop a set of interactive data dashboard designs and refine design principles and templates for use in future dashboards.
- 3.02.08 Leverage consolidated data (provided by the THECB) to create data dashboard designs for 7-10 high priority metrics (e.g. graduation rates, enrollment, student pipeline).
- 3.02.09 Explore different design options and create brand-aligned design proposals to add new data functionality while focusing on clarity and functionality of the information presented and ease of use.
- 3.02.10 Narrow the pool of design proposals suitable for further exploration and/or evaluative testing.
- 3.02.11 Identify and recommend flexible and scalable design proposals (up to 3) for use by developers and potential future expansion.

Deliverables:

- 3.02.12 High-level website site map and wireframes to accommodate multiple audiences navigating a single site with different data categories and user personas.
- 3.02.13 Full responsive design implementation for the holistic product across beta, prototype, and stable iterations.
- 3.02.14 A series of flexible and scalable data dashboard visualizations that align with the stages of product design (prototypes, beta, production versions)

- 3.02.15 Design principles and guidance documentation to direct development of future data dashboards
- 3.02.16 Visual design elements acquired during this phase (iconography, imagery, animations, etc.).

3.03 Portal Development & Build

This phase of work includes the technology and engineering of beta and stable product versions, testing, and quality assurance.

Technology & Engineering:

- 3.03.01 Develop site navigation and menu structure that is supported by consistent web pages and URL structure and hierarchy.
- 3.03.02 Implement user analytics to help inform future updates and a robust search engine that indexes all portal contents and displays appropriate content and visualizations based on metadata.
- 3.03.03 Wherever possible, integrate plug ins already in use by the agency to meet product requirements. These could include, but are not limited to:
 - Salient Core
 - Salient Nectar Slider
 - Salient Shortcodes
 - Salient Social
 - Salient Widgets
 - Salient Wpbakery Page Builder
 - Svg Support
 - Wordpress Importer
 - Yoast Duplicate Post
 - Yoast SEO
 - Advanced Custom Fields
 - Akismet Anti-Spam
 - Annual Archive
 - Classic Editor
 - Custom Post Type Permalinks
 - Custom Sidebars
 - Event On
 - Eventon Csv Importer
 - Eventon - Events List Ext
 - Gravity Forms
 - Cludo site search platform
- 3.03.04 Define recommended widgets and web applications (WordPress /PowerBI or PowerBI compatible), including chart and report types. Specifications should include chart style (bar, line, scatter, etc.), number of variables, legend options, etc. OR create a minimum of three (3)

- different data visualizations for each outcome metric. Integrate plug ins already in use by the Agency, wherever possible (refer to above list).
- 3.03.05 Develop the site within the THECB's Microsoft Azure cloud environment, as appropriate, using cloud-native architecture and processing tools.
 - 3.03.06 Develop comprehensive THECB website and data dashboards for 7-10 outcome measures
 - 3.03.07 Develop beta and stable product versions
 - 3.03.08 Conform to state WCAG accessibility [AA standards](#), preferably [AAA standards](#). This includes working with THECB's Information Solutions and Services (ISS) Division to execute and respond to accessibility scans
 - 3.03.09 Collaborate with ISS Division to ensure security measures are met
 - 3.03.10 Optimize user experience to the device, creating an adaptive and responsive design (i.e., dynamically changing the layout according to the screen or device size) that optimizes user experience for mobile devices and desktop platforms without requiring separate code.
 - 3.03.10.1 Mobile devices: Works with browsers on a minimum of Apple, Android, and Windows (n-1).
 - 3.03.10.2 Laptop and desktop computers: Works with browsers on PC and laptop and desktop computers.
 - 3.03.10.3 Operating Systems: Works at minimum on current versions of Microsoft Windows, Linux, macOS and the following browsers on both mobile and desktop systems: Chrome, Firefox, Internet Explorer, MS Edge, and Safari.

Deliverables:

- 3.03.11 Site navigation, menu structure and recommended URL hierarchy
- 3.03.12 Clickable prototypes for testing and review cycles, ultimately leading to the final public portal product
- 3.02.13 Flexible and scalable dashboard and data visualization templates based off existing data categories that can be re-used as a model for displaying other data categories
- 3.02.14 Full portal website install and any associated files and assets
 - Includes plugins, additional site components, custom development files/assets
 - Confirmation that portal meets accessibility standards

Testing & Quality Assurance:

- 3.03.15 Create product prototype for user testing. Integrate user feedback to enhance and improve product
- 3.03.16 Systematically analyze the results of each phase of user testing, present the findings to the THECB, and propose final versions for the holistic product (website) as well as each of the data visualization dashboards based on the findings. Agency will retain final authority on the design and presentation of all data visualizations.

- 3.03.17 Conduct user testing: Provide user testing of design proposals with users representing key audience groups (external and internal to THECB) to understand how people perceive and consider the various design paths, interactivity, animation, and overall visual aesthetics. The THECB will provide contact information for potential users; the Awarded Respondent will schedule and facilitate user testing and produce a summarized report of the findings with recommendations.
- 3.03.18 Conduct user testing on the content, design, and presentation of each of the data dashboard designs
- 3.03.19 Create and implement analytics plan and supporting processes to inform continuous improvement
- 3.03.20 Complete functional testing; log and remediate defects as needed
- 3.03.21 Conduct quality assurance review. Log and remediate, as necessary
- 3.03.22 Respondent to ensure all bugs have been identified and all product feature releases are resolved prior to contract end-date

Deliverables:

- 3.03.23 User engagement and testing protocols with scripts and intended actions/ outcomes for both design and development functionality
- 3.03.24 User testing documentation, summary, and synthesis throughout all phases of user testing (on designs, prototype, beta, and stable product)
- 3.03.25 Documented QA review process and subsequent report with recommendations
- 3.03.26 Analytics plan and process documentation

3.04 Integration

The THECB currently maintains various data websites, many of which serve various user groups with varied needs. It is the THECB’s goal to develop this public data portal to ultimately consolidate the number of websites and create a streamlined user experience.

Expected activities:

- 3.04.01 In parallel with other work outlined in this section (Section 3), the Awarded Respondent will examine the THECB’s existing data websites to understand and recommend how the new data portal folds into the existing digital landscape and how it may inform the retirement/archival of various data websites. Ultimately, the Awarded Respondent will create a process for consolidating the existing data sites into a more thoughtful, streamlined user experience across various key audiences.

Deliverables:

- 3.04.02 Recommendations and strategy for integrating the new comprehensive THECB data portal into the existing landscape of THECB web properties
- 3.04.03 Strategy for displaying this data on the THECB’s existing data website (txhighereddata.org) until that site can be fully retired

- Develop high-level roadmap for site retirement and archival

3.05 Maintenance & Release Support

In support of the fully released, live website, the Awarded Respondent will launch the public portal into the THECB's live production environment and monitor post-launch activities and analytics to ensure potential bugs, errors, or other unintended actions/outcomes are remediated, as well as train appropriate THECB staff.

Expected activities:

- 3.05.01 Awarded Respondent will establish and document processes for content updates and modifications at an agreed upon date during the project. Awarded Respondent will deliver training, training materials, process and technical documentation to the THECB.

Deliverables:

- 3.05.02 Training guide, process documentation, and technical documentation
- 3.05.03 Product release plan, including documentation on migration into stable, live environment and post-release sustainability
 - Twelve-month product road map and required technical capabilities needed for future sustainability and expansion
- 3.05.04 Fully deliver a releasable product with all accompanying assets and documentation
- 3.05.05 Provide possible maintenance and expansion support plans and timelines

3.06 Acceptance Criteria

Awarded Respondent shall comply with the following acceptance criteria:

Actionable Deliverables which successfully meet all requirements outlined in the RFO shall be provided by the specified dates. Any changes to delivery dates must have THECB's prior written approval.

All Deliverables must be submitted in a format approved by THECB. THECB has the sole responsibility in determining the completeness of Awarded Respondent's work. THECB will complete a review of each submitted deliverable within a mutually agreed upon timeframe from the date of receipt.

In the event THECB does not approve a Deliverable, Awarded Respondent will be notified in writing with the specific reasons. Awarded Respondent will have up to (5) five business days to correct the unaccepted Deliverable.

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:

- Weekly project updates
- Sprint planning meetings and retrospectives/debriefs
- Deliverable acceptance meetings at appropriate intervals according to the project plan

4.02 Meetings and Communication Plan Between Meetings

Meetings may be scheduled via teleconference/videoconference or in-person as mutually agreed upon between THECB and Awarded Respondent. Ad hoc meetings may occur, as necessary. Awarded Respondent must maintain communications to address issues that arise between meetings or progress reports.

5.0 Payment and Pricing Terms

5.01 Pricing

Respondent's pricing must be all-inclusive, covering all services required to provide all deliverables as described in this RFO, including travel expenses, personnel costs, and all other necessary expenses required in the performance of the Contract. Describe how 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

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.

THECB will make payments for services in accordance with the Texas Prompt Payment Laws, Texas Government Code § § 2251.001-.055.

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

THECB shall award the Contract to the most qualified Respondent(s) successfully meeting the criteria and conditions as outlined in this RFO.

5.03 Invoices

Upon completion of a deliverable and acceptance by THECB based on the requirements and acceptance criteria set forth in this RFO, 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 or contract number and deliverable for which the invoice relates. All invoices must be sent to the Contract Manager on file.

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.

To receive payment, the invoice must include the following information:

1. the contractor's mailing and e-mail (if applicable) address;
2. the contractor's telephone number;
3. the name and telephone number of a person designated by the contractor to answer questions regarding the invoice;
4. Agency information:
 - i. state agency's name: Texas Higher Education Coordinating Board
 - ii. agency number: 781
 - iii. delivery address: 1200 E. Anderson Lane, Austin, TX 78752
5. the state agency's purchase order number, if applicable;
6. the contract number or other reference number, if applicable;
7. a valid Texas identification number (TIN) issued by the comptroller;
8. a description of the goods or services, in sufficient detail to identify the order which relates to the invoice;
9. unit numbers corresponding to the amount of the invoice;

10. if submitting an invoice after receiving an assignment of a contract, the TIN of the original contractor and the TIN of the successor vendor;
11. other relevant information supporting and explaining the payment requested.

6.0 Contract Term and Termination

The Contract shall commence upon execution of a Contract by THECB with Awarded Respondent and end upon the earlier of completion of the scope of work set forth in Section 3.0, or September 30, 2022. The THECB may extend Contract for up to one additional year via a written amendment.

7.0 Additional Terms and Conditions in Resulting Contract

7.01 Awarded Respondent Responsibilities

THECB shall look solely to Awarded Respondent for compliance with all the requirements of this RFO and the resulting Contract. Awarded Respondent shall be the sole point of Contract responsibility and shall not be relieved of non-compliance of any subcontractor.

Failure to meet service requirements and/or specifications authorizes THECB to procure services of this RFO 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.

7.03 Confidentiality

Unless as otherwise permitted under applicable law, including but not limited to Chapter 552 of the Texas Government Code, Respondent shall not 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 FERPA Confidentiality and Data Governance Provisions

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.

Awarded Respondent in performing the duties provided in the Contract is acting as an authorized representative of a school official and performing a service or function that the school official would otherwise perform and which requires access to student personally identifiable information (PII) in education records. Except as expressly set out in the Contract, Awarded Respondent does not own any education record or personally identifiable student information contained therein and is authorized to use the record only as set out in the Contract.

Notwithstanding any other term of the Contract THECB retains the right to audit and/or terminate Respondent's access to and use of education records or derivative PII without advance notice as necessary to ensure the security of education records and disclosure of data in compliance with the Contract. Respondent must return all educational records and PII obtained under the Contract not later than thirty days after completion of the Contract or upon direction of THECB, in the case of written termination of the Contract, to the educational institution who is the rightful owner of the educational records and PII. Respondent must destroy or obliterate all copies of educational records and PII obtained under the Contract not later than thirty days after completion of the Contract or upon direction of THECB, in the case of written termination of the Contract. This term may be amended only by a written Contract that otherwise complies with 20 U.S.C. § 1232g and its implementing regulations in 34 C.F.R. § 99.31(a)(1)(i)(B). Upon completion of the return, destruction, or obliteration of the applicable education records and PII, Respondent shall provide to THECB a written, sworn verification of the return, destruction, or obliteration of the data.

Respondent agrees that it and its employees and authorized representatives who access information pursuant to the Contract will use the information only for the purpose(s) expressly authorized under the Contract and shall not use or disclose the information for any other purpose except by written amendment to the Contract. The Contract further expressly prohibits "unauthorized look-ups." Respondent represents that it will ensure that each individual who is able to access education records is expressly informed of the limitations on the right to access and use the records and PII. Respondent represents that it will not redisclose any data or PII governed by the Contract without express permission from THECB.

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. Respondent shall notify THECB of any data breach involving education records, PII, or any other confidential or sensitive information *not later than 24 hours after discovery of a security incident that may constitute a data breach*. Respondent shall immediately mitigate any such breach and ensure that any disrupted services are timely and without delay, brought back into service. 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 Contract.

7.05 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 RFO will proceed according to the schedule below. THECB reserves the right to revise this schedule or any portion of this RFO by published addendum on THECB’s website.

EVENT	DEADLINE
Publication of RFO on Electronic State Business Daily (ESBD) and THECB’s Website	November 29, 2021
Last Day to Submit Written Questions	December 13, 2021, 5:00 p.m. CT
THECB’s Response to Written Questions	December 17, 2021
Proposal Due Date and Time	January 7, 2022, 5:00 p.m. CT
Post-Proposal Presentations, if required	TBD, if required
Anticipated Contract Start Date	February 14, 2022

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.

8.02 Point of Contact

Respondents shall direct all inquiries, written questions, requests for clarification, and communications concerning this RFO to the Point of Contact listed below. Inquiries and comments must reference RFO No. 781-2-25825.

Linda Natal
Office of General Counsel
Texas Higher Education Coordinating Board
eBids@highered.texas.gov

Please Note: Contract Developer listed on the RFO is the only THECB employee permitted as the 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 RFO shall be provided in the form of an addendum to the RFO on THECB's website.

9.0 Proposal Format and Content (Required)

9.01 RFO Attachments

This RFO also includes the following attachment, to be posted on THECB's website:

1. Attachment A: Execution of Proposal (Required), including the following:
 - a. Respondent Information
 - b. Texas Family Code § 231.006(c)
 - c. Texas Government Code § 669.003
 - d. Preferences
 - e. Exceptions to Terms and Conditions
 - f. Respondent Acknowledgement
 - g. Signature
2. Attachment B: HUB Subcontracting Plan (Required)
3. Attachment C: Copy of Anticipated Contract (for reference only)
4. Attachment D: Conflict of Interest Disclosure Statement (Required)

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 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 RFO No. 781-2- 25825, Data Modernization Initiative Public Portal. THECB recommends a limit of 75 MB for each attachment.

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

Respondents are solely responsible for thoroughly understanding this RFO and its attachment. Any questions concerning this RFO should be directed to the Point of Contact by the Deadline for Submitting Questions identified in Section 8.02.

Respondent is cautioned to pay particular attention to the clarity and completeness of its Proposal. Respondent is solely responsible for its Proposal and all documentation submitted. Respondents shall be as precise, accurate, and succinct as possible. Respondents shall provide detailed descriptions of how they 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.

Proposal shall include:

Failure to submit any items or submitting incomplete items will result in deeming the Proposal unresponsive during the administrative review.

1. The Excel document containing the pricing as described in Section 5.01.
2. The first PDF shall contain responses to the following in this order:
 - 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
 - Each Respondent shall provide at least three references, including contact information. THECB prefers references from clients for whom Respondent has performed similar work, including other state agencies. Do not use THECB or any individuals employed by THECB as a reference.

3. The second PDF shall contain the following:

- Attachment A: Execution of Proposal
- HUB Subcontracting Plan (Attachment B) – All information on Attachment B is required to be completed. The form can also be found [here](#).

In compliance with Texas Government Code § § 2161.001-.253, it is THECB's policy to promote and encourage contract and subcontract opportunities for state of Texas certified Historically Underutilized Businesses in all contracts. Eligible Respondents are encouraged to become state of Texas HUB certified. Applications may be found at:

<https://comptroller.texas.gov/purchasing/vendor/hub/>.

Definitions for state of Texas HUB certifiable businesses can be found in the Texas Administrative Code. [34 Tex. Admin. Code § 20.282](#).

A HUB Subcontracting Plan Form must be filled out and returned with the Proposal to be considered responsive. If the Proposal does not include a HUB Subcontracting Plan, it shall be rejected as a material failure to comply with advertised specifications. Please see the attached HUB Subcontracting Plan for further instructions which requires vendors to identify the specific areas intended for subcontracting.

Search the state of Texas HUB Database for HUB vendors by the NIGP class and item [here](#). Additional minority and women owned business association resources are available for subcontracting notices are available on the Texas Comptroller's [website](#). Additional information and training regarding how to complete a HUB Subcontracting Plan can be found [here](#).

Please note you must allow HUBs at least seven (7) working days to respond to your notice prior to your bid response submission to THECB.

- 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 shall 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. 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 RFO 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 enter the specific name of the THECB's RFO. **The letter must state, "The Proposal enclosed is binding and valid at the discretion of THECB."**

Additionally, the Transmittal Letter shall indicate that the Proposal is good for one hundred twenty (120) days. **The letter must also include "full acceptance of the terms and conditions described in this Statement of Work."**

Any exceptions to this RFO must be specifically noted in the letter. However, any exceptions may disqualify the Proposal from further consideration. If Respondent takes any exceptions to any provision of this RFO, these exceptions must be specifically and clearly identified by Section and Respondent's proposed alternative must also be provided. Respondent cannot take a "blanket exception" to the entire RFO. If any Respondent takes a "blanket exception" to this entire RFO 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 RFO 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 RFO.

The Proposal shall include all information required in this RFO. Respondent is solely responsible for thoroughly understanding the RFO and its attachment. Questions should be directed to the Point of Contact by the Deadline for Submitting Questions.

9.03 Additional Considerations

- Respondent shall be as precise, accurate, and succinct as possible.
- Respondent shall provide detailed descriptions of how they will fulfill each requirement. The clarity and completeness of a Proposal may be considered by THECB evaluators.
- Respondent is cautioned to pay particular attention to the clarity and completeness of its Proposal.
- Respondent is solely responsible for its Proposal and all documentation submitted.
- 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 the Contract shall be done in accordance with Respondent Responsibilities.
- THECB may request oral presentations. (may or may not apply)

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 in the right-hand column.

Evaluation Criteria Table	
Criterion	Weight
Price: <ul style="list-style-type: none"> ○ Cost estimate aligns with expected deliverables and presents reasonable value to the state 	10%
Strength of Project Work Plan: <ul style="list-style-type: none"> ○ Proposal addresses Statement of Work in section 3.0, including all subsections; ○ Proposal provides approach for incorporating previous user research and planning documents; ○ Proposal demonstrates commitment to user centered design principles, quality user experience for diverse stakeholder groups, deep understanding of complex data infrastructures and visualizations, commitment to industry standard testing and Q&A 	50%
Timelines: <ul style="list-style-type: none"> ○ Project plan provides an acceptable timeline for implementation 	10%
Experience and Qualifications: <ul style="list-style-type: none"> ○ Demonstrated ability to complete a project of comparable scope and complexity; ○ Demonstrated ability to manage and translate complex, relational databases; ○ References demonstrate strength of past work; ○ Experienced team and ability to complete specified scope of work, as evidenced by an organizational chart and project staff resumes. 	30%
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 RFO;
- b) The Proposal that indicates Respondent's ability to reliably perform the required tasks/deliverables described in this RFO;
- c) The Respondent's ability to adhere to the schedule and delivery terms (if applicable);
- d) Respondent's experience in providing services in this RFO;
- 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.).

11.0 Additional Instructions

11.01 Accuracy of the Proposal

Respondent's Proposal shall be true and correct and shall contain no cause for claim of omission or error. Proposals may be withdrawn in writing at any time prior to the submittal deadline.

11.02 Cost of Submitting the Proposal

THECB will not reimburse Respondent for any cost related to its Proposal. Respondent is responsible for any expense related to the preparation and submission of its Proposal.

11.03 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.

11.04 Working Paper Access and Retention

Respondent shall, upon request, provide the internal auditor and the State Auditor's Office access to all relevant data relating to the cost incurred under this agreement. Respondent understands that acceptance of state funds under this agreement acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to audit or investigate the expenditure of state funds under this agreement. Respondent further agrees to cooperate fully with the State Auditor's Office or its successor, including providing all records requested. Respondent will ensure that this clause concerning authority to audit state funds received indirectly by subcontracts through Respondent and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall receive a copy of the executed contract.

All working papers and reports must be retained at the auditor's expense, in accordance with Government Auditing Standards, unless the auditor is notified in writing by THECB of the need to extend the retention period. The auditor is required to make working papers available, upon request, to THECB and all parties designated by the federal and state government or by THECB as part of an audit quality review process. Specifically, the State Auditor's Office shall have access to all working papers related to audits conducted. And, the State Auditor's Office shall have access to all draft and final reports and memoranda of discussions with agency management.

In addition, the auditor shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

11.05 Irrevocability of the Proposal

The Proposal is irrevocable for ninety (90) calendar days following the Proposal Opening Date and Time identified in this RFO. This period may be extended at THECB's request with Respondent's written agreement.

11.06 Affirmations and Required Clauses

Antitrust Affirmation. Respondent represents and warrants that, in accordance with Texas Government Code § 2155.005, neither Respondent nor the firm, corporation, partnership, or institution represented by Respondent, or anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Texas Business and Commerce Code § § 15.01-.52, or the federal antitrust laws; or (2) communicated directly or indirectly the contents of its Proposal to any competitor or any other person engaged in the same line of business as Respondent.

Assignment. Respondent shall not assign its rights under any contract awarded as a result of this Request for Offers or delegate the performance of its duties under

the contract without prior written approval from THECB. Any attempted assignment in violation of this provision is void and without effect.

Buy Texas. To the extent applicable, in accordance with Texas Government Code § 2155.4441, Respondent agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

Texas Bidder Affirmation. Respondent certifies that if a Texas address is shown as the address of the Respondent on this Response, Respondent qualifies as a Texas Bidder as defined in Texas Government Code § 2155.444(c)(2).

Excess Obligations Prohibited. Any contract awarded as a result of this Request for Offers is subject to termination or cancellation, without penalty to THECB, either in whole or in part, subject to the availability of state funds.

Executive Head of a State Agency. In accordance with Texas Government Code § 669.003, relating to contracting with the executive head of a state agency, Respondent certifies that it is not (1) the executive head of THECB, (2) a person who at any time during the four years before the date of the contract was the executive head of THECB, or (3) a person who employs a current or former executive head of THECB.

Financial Participation Prohibited. Pursuant to Texas Government Code § 2155.004(a), Respondent certifies that neither Respondent nor any person or entity represented by Respondent has received compensation from THECB for participating in the preparation of the specifications for this solicitation. Respondent certifies that the individual or business entity named in the Response or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated, and payment withheld if this certification is inaccurate.

Dealings with Public Servants Affirmation. Respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Proposal.

Excluded Parties. Respondent certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

Foreign Terrorist Organizations. Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization as prohibited by Texas Government Code § 2252.152.

False Statements. Respondent represents and warrants that all statements and information prepared and submitted in its Proposal are current, complete, true, and accurate. Submitting a Proposal with a false statement or material

misrepresentation made during the performance of a contract is a material breach of contract and may void the submitted Proposal and any resulting contract.

Suspension and Debarment. Respondent certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Child Support. Pursuant to Texas Family Code § 231.006(d) regarding child support, Respondent certifies that the individual or business entity named in this Proposal is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any bidder subject to Texas Family Code § 231.006 must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award.

Debts and Delinquencies. Respondent agrees that any payments due under this contract will be applied towards any debt or delinquency, including but not limited to delinquent taxes and child support, that is owed to the state of Texas.

Dispute Resolution. The dispute resolution process provided for in Texas Government Code § § 2260.001-.108 must be used to attempt to resolve any dispute arising under a contract awarded pursuant to this Request for Offers.

Governing Law and Venue. Any contract awarded as a result of this Request for Offers shall be governed by and construed in accordance with the laws of the state of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to THECB.

Human Trafficking Prohibition. “Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.” Tex. Gov’t Code § 2155.0061.

Indemnification. RESPONDENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND THECB AND THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF RESPONDENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE

CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY RESPONDENT WITH THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS IF THECB AND/OR THE STATE OF TEXAS AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, AND DESIGNEES ARE A NAMED DEFENDANT IN ANY LAWSUIT AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS. RESPONDENT AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Prior Disaster Relief Contract Violation. “Under Section 2155.006, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.” Tex. Gov’t Code § 2155.006.

“Under Section 21261.053, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.” Tex. Gov’t Code § 2261.053.

Signature Authority. By submitting the Proposal, Respondent represents and warrants that the individual submitting this document and the documents made part of its Proposal is authorized to sign such documents on behalf of Respondent and to bind Respondent under any contract that may result from the submission of its Proposal.

Contracting Information Responsibilities. Respondent represents and warrants that it will comply with the requirements of Texas Government Code § 552.372(a). Except as provided by Texas Government Code § 552.374(c), the requirements of Texas Government Code § § 552.371-.376 may apply to the Contract and Respondent agrees that the contract can be terminated if Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

Cybersecurity Training. Respondent represents and warrants that it will comply with the requirements of Texas Government Code § 2054.5192 relating to cybersecurity training and required verification of completion of the training program.

Security Controls for Agency Data. Pursuant to Texas Government Code Section 2054.138, to the extent that Respondent is authorized to access, transmit, use, or store THECB data, Respondent agrees to meet all security controls that THECB determines are proportionate with THECB’s risk under the contract based on the sensitivity of the THECB data.

Entities that Boycott Israel. Respondent represents and warrants that (1) it does not, and shall not for the duration of the contract, boycott Israel or (2) the verification required by Texas Government Code § 2271.002 does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify THECB.

COVID 19 Vaccine Passport Prohibition. Respondent certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Respondent's business. Respondent acknowledges that such a vaccine or recovery requirement would make Respondent ineligible for a state-funded contract.

Critical Infrastructure Affirmation. Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

Energy Company Boycotts. Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Firearm Entities and Trade Association Discrimination. Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Cloud Computing Services. 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 Section 2054.0593. To the extent applicable, Respondent agrees to maintain program compliance and certification.

11.07 Conflicting RFO Language

If language contained in a particular Section of the RFO is found to be in conflict with language in another Section, the most stringent requirement(s) shall prevail.

Award Notice.

If the RFO is awarded, THECB will post a Notice of Award on the Electronic State Business Daily (ESBD). However, there is no guarantee that a Contract or any purchase order will result from this RFO. THECB will not respond to inquiries regarding procurement status.