



# TEXAS HIGHER EDUCATION COORDINATING BOARD

Request for Offers (RFO)

## Human-Centered Design and Website Development for “My Texas Future” Portal

**No. 781-2-25867**

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

**NIGP Code: 915-96**

**Solicitation Post Date:** November 15, 2021  
**Written Questions Deadline:** November 29, 2021, 5:00 p.m. CT  
**Proposal Deadline:** December 15, 2021, 5:00 p.m. CT

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## 1. INTRODUCTION

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

In 2015, THECB adopted the *60x30TX* plan, with the goal of sixty percent (60%) of all Texans ages twenty-five to thirty-four (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 sixty percent (60%) of first-year wages. The state is making progress toward those goals.

However, 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 the *60x30TX* plan 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.

THECB is committed to building a more adaptable workforce that can navigate current challenges and drive long-term economic growth. This requires a strategic emphasis on expanding opportunities for all Texans, including adults. Accordingly, THECB seeks a Respondent to assist in expanding opportunities to adult learners. THECB is seeking a Respondent with deep experience designing and executing digital strategies to solve complex problems. The Awarded Respondent will deliver a digital solution, to be called My Texas Future, (outlined in more detail in section 3, below) that focuses on propelling adult learners toward degree and credential attainment with a clear line-of-sight to good job opportunities. The digital solution will also need to have the potential to reach additional audiences in the future. This audience for the initial launch will include adults who have stopped out of higher education without earning credentials; displaced workers who need to reskill and upskill; and military personnel, including families and veterans. Additionally, higher education advisors should also be considered as a key audience in their efforts to support and advise adults who are navigating re-entry into postsecondary education. A robust data strategy within the digital solution will better position institutional stakeholders to support students through enrollment and credential attainment.

This work is part of a larger strategic priority to implement a holistic and equitable advising strategy. THECB is actively working on developing this strategy with recognition that technology will be a critical component and outcome of this work. The Awarded Respondent for the My Texas Future portal will work closely with the advising strategy team to ensure alignment across product strategy and goals.

Ultimately, the long-term vision for the My Texas Future portal is to serve a diverse audience so the site architecture must be designed to flexibly expand and scale to accommodate the user needs of future-defined audiences, including Texas secondary and postsecondary students.

Finally, THECB believes that success for Texas means real opportunity with real outcomes for all Texans. Therefore, in this project, THECB will need to focus particular attention on students and populations who have historically been underrepresented in Texas institutions of higher education, including African American, Hispanic, rural, and economically disadvantaged students. Understanding the challenges these students face should be central to the initial fieldwork and analysis. Designing for the needs of diverse student populations will help us build frameworks, systems, and products that serve our entire population and lead to better opportunities and outcomes for all Texans.

## **2. MINIMUM ELIGIBILITY REQUIREMENTS**

### **2.1 Experience**

Respondents must have a minimum of five years' experience providing services like those described in the Scope of Work, Section 3., below. An entity or company in existence for fewer than five years is eligible to submit a Proposal if key personnel on the proposed 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.

### **2.2 Qualifications**

#### *2.2.1 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 Request for Offers (RFO). Respondents must submit a Company Profile that outlines their experience and expertise designing and executing digital strategies to solve complex problems, 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 RFO.

#### *2.2.2 Key Staff and Qualifications of Key Staff*

Respondents must provide staff who are fully knowledgeable of the work required under this Request for Offers (RFO). Proposed key staff must have the appropriate

background skills, knowledge, experience, and training. Evidence of qualifications must be included in the Company Profile.

### **3. SCOPE OF WORK**

The Awarded Respondent will lead the development of the My Texas Future portal through three key phases:

- Discovery and Strategy: Align with relevant stakeholders and evaluate existing inputs, including but not limited to other ongoing THECB projects, relevant ethnographic research, technology analyses, case studies, literature, and statewide data. Awarded Respondent will be able to tap THECB's existing relationships and standing communication channels.
- Portal Design: Create a digital product design and process map to effectively support identified audiences in achieving the desired outcomes through engagement with the My Texas Future portal, and the embedded career exploration/pathway tool.
- Portal Development & Build: Within THECB's Data Services Center (DCS) system environment, engineer and build a product in parallel with design research to ensure utility, accessibility, and satisfaction for users. Monitor and repair product bugs that arise post launch through the end of contract.

#### **3.1 Discovery and Strategy (Phase 1)**

Awarded Respondent shall:

Use available inputs to develop a comprehensive product strategy that supports users completing the necessary program discovery and application steps to enroll/reenroll in Texas higher education institutions. The strategy will be focused on providing a personalized experience based on learner interests and background. The strategy must incorporate a plan to engage human advisors who have been shown to make a significant impact on student outcomes, and a plan for the integration of various tools, inclusive of a career exploration/pathway tool. A successful human advisor strategy will leverage existing resources within THECB and potential partner capacity and resources. Available inputs include, but are not limited to conversations with stakeholders, ethnographic research, technology analyses, case studies, literature, and statewide data.

Awarded Respondent will:

1. Synthesize existing data and research on proven strategies for propelling adult learners to enroll/reenroll and complete a credential or degree into key recommended interventions, experiences, and outcomes for the My Texas Future digital product.
2. Engage with THECB Tri-Agency Workforce Initiative partners (Texas Education Agency, Texas Workforce Commission), internal and external

stakeholders (higher education institutions, employers, college access organizations) to refine product requirements, engagement strategies, and develop key performance indicators in consultation with THECB.

3. Deliver a product strategy that will guide the design, development, and implementation of a comprehensive My Texas Future portal, through the initial implementation and beyond.
4. Collaborate with THECB staff on a product strategy for integration of a career exploration/pathway tool, which is currently in the discovery phase.
5. Deliver a process map for how adult learners will engage with the My Texas Future portal and associated tools.
6. Deliver a plan and process for how the My Texas Future portal will leverage ADVi (virtual advising chatbot) and other THECB-curated college and career advising resources, as well as human advising support to meet the needs of adult learners and future audiences.
7. Deliver rough proposals for future phases of development for additional audiences.

### **3.2 Portal Design (Phase 2)**

THECB has conducted extensive research on the intended users, tools needed for them to succeed, and their preferred experience. Awarded Respondent will leverage and expand upon this existing human-centered design research and portal usability for multiple audiences with an emphasis on adults who have stopped out of higher education without earning credentials; displaced workers who need to reskill and upskill; military personnel, including families and veterans; and the advisors who support these student groups. Awarded Respondent will engage in design sprints, with an agreed upon structure and timing, to produce buildable designs that propel students to success through the My Texas Future portal. THECB has limited product management capacity and will be reliant on the Awarded Respondent to provide day-to-day support of the design process with regular check-ins to ensure alignment.

Awarded Respondent will:

1. Collaborate with other design experts contracted by THECB or the Texas Higher Education Foundation working on parallel projects.
2. Work with key THECB staff to follow a process for design that involves regular updates and iterative feedback loops.
3. Leverage UX research and iterative design and prototyping to maximize user adoption and success.
4. Complete/acquire necessary visual design elements, including iconography, imagery, and video, as necessary to enhance the user journey.
5. Incorporate user identity management that connects to a broader THECB customer relationship management (CRM) tool.

6. Propose and provide appropriate wireframes and associated images to enhance the user journey.
7. Incorporate the ADVi virtual advising chatbot and a method for engagement between advisors and users to support users through the process of reentry to higher education. THECB currently works with Mainstay to manage the chatbot and virtual advising. THECB will look to Awarded Respondent for best practices on integrating this tool to enhance the overall user experience.
8. Design a comprehensive and world-class visual and technical architecture for the My Texas Future portal which focuses on the identified audiences but is flexible to be expanded in the future and aligns with THECB brand standards in development.
9. Design an overall visual and technical architecture to integrate a career exploration/pathway tool, currently in discovery.
10. Build UX flows that propel users through the necessary steps to explore, understand, and enroll in a postsecondary or workforce training program.
11. Design a feedback loop for continuous improvement based on robust error logging process.

### **3.3 Portal Development and Build (Phase 3)**

Awarded Respondent will:

Engineer and develop the My Texas Future portal within THECB's DCS environment with integration of the career exploration/pathways tools. THECB has limited product design and management capacity and will rely on Awarded Respondent to provide day-to-day support of the build process, with regular check-ins to ensure alignment. THECB anticipates that Phases 2 and 3 will occur in parallel so that each phase of work benefits and iterates based on the learnings and progress of the other.

Awarded Respondent will:

#### *For Project Management*

1. Develop and execute a technical project plan, including milestones, timelines, task dependencies, clearly defined roles for key staff, and clear communication and input needs. Awarded Respondent's Project Manager will take direction from the THECB Project Manager within the scope of the final contract. Awarded Respondent will utilize and/or align with THECB's project management practices and templates, including project planning and tracking. The final practices will be agreed upon by the Project Team.
2. Use and provide THECB with access to workflow management tools such as JIRA and other means of ensuring documentation of development for later use and updating.



### For Technology & Engineering

1. Develop site navigation and/or menu structures that are supported by clear and consistent URL structures and hierarchy and leads to an optimal user experience.
2. Leverage existing visual artifacts (e.g., user journeys) and contribute new assets, as needed, including icons, infographics, logos, and presentations. (Technology)
3. Integrate agency chatbot and other student-facing THECB advising resources. (Front End Coding)
4. Manage and integrate databases with calculated metrics; integrate customer relationship management software and other existing state tools/artifacts.
5. Develop capability to import and export data from and to Azure data pipeline by calling API (Application Programming Interface) services. (Custom Software Development)
6. Create an interactive tool that integrates data provided by THECB which allows for program, institution, and training search, along with the ability to compare metrics across the product (education provider/institution or specific program). Data may include but are not limited to program and jobs data. (Back End Coding and Custom Software Development)
7. Optimize user experience to the device and create an adaptive and responsive web 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. (Technology)
  - a. Mobile devices: Works with browsers on a minimum of Apple, Android, and Windows (n-1).
  - b. Laptop and desktop computers: Works with browsers on PC and Mac laptop and desktop computers.
  - c. Operating Systems: Works at minimum on current versions of Microsoft Windows, Linux, and macOS and the following browsers on both mobile and desktop systems: Chrome, Firefox, Internet Explorer, Microsoft Edge, and Safari.
8. Conform to [state accessibility requirements](#), including [AA standards](#), preferably [AAA standards](#). This includes working with THECB's Information Solutions and Services (ISS) division to execute and respond to accessibility scans. (Technology)
9. Follow the OWASP Top 10 best practices and collaborate with the ISS division to ensure security measures are met. (Technology/ Security Compliance)
10. Create and implement a process to optimize visibility of the portal on search engines. This should include searches for individual education providers, individual programs of study, and searches related to metrics available on the site. (Technology and Search Engine Optimization)

11. Enable Google analytics and Cludo SEO (Search Engine Optimization), social pixels, and other supportive software and/or tracking services where applicable.
12. Account for application integrations, including but not limited to, single sign on (SSO), ApplyTexas, WorkinTexas, financial aid resources, ADVi chat bot, a customer relationship management software, career exploration/pathways tool and databases. (Technology/Content Integration)
13. Create user accounts for potential students to create a profile leveraging the agency's User Management Portal, which provides the single sign-on capability, and save searches. (Technology)
14. Propose and gain THECB acceptance for the My Texas Future technical stack, including database components and more. THECB currently uses JavaScript on its existing websites and has identified WordPress as its content management system. (Technology)
15. Develop the site within the Microsoft Azure cloud, using cloud-native architecture and processing tools. (Technology)
16. Build the full site with new code written by Awarded Respondent and libraries selected by Awarded Respondent and approved by THECB. (Technology)
17. Build scalable site architecture that conforms to the agency's enterprise architecture design vision and allows for future development by potentially other vendors. (Technology)

#### For Testing & Quality Assurance

1. Identify and implement a process for continuous user feedback at various milestones throughout development. (Quality Assurance)
2. Create facilitation script, outline user testing objectives, and propose key data to be collected. (Testing)
3. Leverage clickable wireframes to simulate the user journey through the solution. (Testing)
4. Facilitate group or one-to-one sessions to gain user feedback. Prioritize adult learners. (Testing)
5. Document and share recommended design and user experience updates based on user feedback.
6. Analyze the results of each phase of user testing, present the findings to THECB, and propose final versions of tool design and site. THECB will retain final authority on design revisions.
7. Collaborate with THECB to prioritize and implement user experience and design revisions. Iterate based on feedback. (Testing and Quality Assurance)
8. Complete functional testing; log and remediate defects as needed.
9. Conduct Quality Assurance (QA) testing. Log and remediate, as necessary.

10. Ensure all identified bugs and product feature releases are resolved prior to contract end-date.

### **3.4 Deliverables**

The listed deliverables do not represent an exhaustive list. Deadlines for each deliverable and any relevant specifics will be established jointly between THECB and Awarded Respondent.

Awarded Respondent shall:

1. Provide a report of key features to be built into the My Texas Future portal along with proposed product and content strategy, as detailed in Section 3.1(1.) and (2.);
2. Provide a draft strategy and means of incorporating career exploration/pathways tool;
3. Provide a draft launch plan for circulation and approval by stakeholders;
4. Provide visual and technical architecture for My Texas Future portal;
5. Provide a Technical Project Plan;
6. Customize the development of the My Texas Future portal along with integration of career exploration/pathways tool;
7. Design UX flows in an industry-standard platform for use with executive sponsors and external stakeholders, as detailed in section 3.2;
8. Provide all necessary visual design elements, as detailed in 3.2(4.);
9. Provide a proposal for My Texas Future technical stack and integration within THECB's main data pipeline in Azure;
10. Provide a certification of accessibility and security standards;
11. Launch My Texas Future portal site by August 2022;
12. Provide Quality Assurance testing plan and post launch bug reporting;
13. Provide extensible site architecture;
14. Provide technical documentation and training, including training guides and manuals;
15. Provide a twelve-month product road map and required technical capabilities required for future sustainability and expansion;
16. Provide requirements for ongoing maintenance by THECB, including budget for any licensed assets and projection of required staff capacity; and
17. Provide a proposal for how to sequence future phases of work to expand the audience of the My Texas Future portal beyond adult learners.

### 3.5 Project Schedule

Proposals must demonstrate an ability to meet the following key deadlines.

| <b>Milestone</b>   | <b>Deadline</b>       |
|--|-----------------------|
| <b>Completion of the Discovery and Strategy and the Portal Design Phases</b> | <b>March 15, 2022</b> |
| Deliver Project Plans  | February 8, 2022      |
| Deliver Product and Content Strategies                                       | February 18, 2022     |
| Deliver Key Performance Indicators   | March 7, 2022         |
| Deliver Process Map for Adult Learner Engagement                             | March 7, 2022         |
| Deliver Visual and Technical Architectures                                   | March 7, 2022         |
| Deliver Design Mock-ups  | March 7, 2022         |
| <b>Completion of Development and Build Phase</b>                             | <b>August 5, 2022</b> |
| Deliver Technical Architecture and Integration Plan                          | March 7, 2022         |
| Provide Plan for User Testing and Associated Materials                       | March 7, 2022         |
| Provide Launch Plan for the My Texas Future portal                           | April 4, 2022         |
| Provide Comparison Tool  | May 5, 2022           |
| Portal Ready for Beta Testing  | June 6, 2022          |
| Provide QA Testing Plan  | July 5, 2022          |
| Provide Technical Documentation and Staff Training                           | July 27, 2022         |
| Portal Ready for Formal Launch   | August 5, 2022        |

### 3.6 Acceptance Criteria

Awarded Respondent shall comply with the following acceptance criteria:

Actionable Deliverables which successfully meet all requirements outlined in this RFO shall be provided by the specified dates. Any changes to delivery dates must have prior approval (in writing) by THECB.

All Deliverables must be submitted in a format approved by THECB. THECB has the sole responsibility of 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 seven (7) 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. REPORTS AND MEETINGS

### 4.1 Reports

Awarded Respondent is required to provide reports in the format and manner prescribed by THECB throughout the life of the project including, at a minimum, monthly progress and status reports. Upon execution of the contract, Awarded Respondent and THECB will establish a plan for additional reports to be created and delivered.

### 4.2 Meetings and Communication Plan Between Meetings

Weekly 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. PAYMENT AND PRICING TERMS

### 5.1 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 |
| 1.                       |                              |       |

### 5.2 Payment Terms and Award Summary

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

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

Awarded Respondent agrees not to begin or provide any services until issuance of a Contract by THECB. THECB does not guarantee 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 and applicable Deliverables have been approved by THECB.

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

### **5.3 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 the Terms and Conditions.

To receive payment, Awarded Respondent must submit an invoice to [accountspayable@highered.texas.gov](mailto:accountspayable@highered.texas.gov) and the designated THECB contract manager(s). The invoice must include the following minimum information:

1. Awarded Respondent's mailing and e-mail (if applicable) address;
2. Awarded Respondent's telephone number;
3. The name and telephone number of a person designated by Awarded Respondent to answer questions regarding the invoice;
4. THECB's name, agency number (781), and delivery address;
5. The THECB 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. The 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; and
11. Other relevant information supporting and explaining the payment requested.

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. CONTRACT TERM AND TERMINATION**

THECB shall pay Awarded Respondent for the reasonable and approved costs incurred by Awarded Respondent in connection with the Contract during the period beginning upon execution and ending on September 30, 2022, unless extended or terminated as otherwise provided for in the Contract (Contract Term). Subject to proper approvals, the Parties may amend the Contract to extend the Contract Term, provided both Parties agree in writing to do so, prior to the expiration date. Any extensions shall have the same terms and conditions, plus any approved changes.

## **7. TERMS AND CONDITIONS**

See Attachment C, Anticipated Contract.

## **8. ADDITIONAL TERMS AND CONDITIONS**

### **8.1 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 must be willing to use the THECB purchase order template and any accompanying terms and services. 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.

### **8.2 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.

### **8.3 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.

## **8.4 FERPA Confidentiality and Data Governance Provisions**

Awarded Respondent agrees to comply with the Family Educational Rights and Privacy Act (FERPA), 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). It is 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 RFO, 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.

Awarded Respondent warrants that it has a sound data security program, that, at a minimum, meets industry standards, that protects both data at rest and data in transmission. Awarded Respondent shall ensure that proper information security controls are in place and shall comply with all requirements and security protocols found in Title 1 Texas Administrative Code chapter 202, Texas Cybersecurity Framework Standards, and other applicable laws, including FERPA. Awarded Respondent shall notify THECB of any data breach involving education records, PII, or any other confidential or sensitive information not later than twenty-four (24) hours after discovery of a security incident that may constitute a data breach. Awarded Respondent shall immediately mitigate any such breach and ensure that any disrupted services are 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 Contract.

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. Respondent further agrees to maintain program compliance and certification throughout the term of the contract.

Pursuant to Texas Government Code § 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.

## **8.5 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.



## 9. SCHEDULE OF EVENTS

### 9.1 Due Date for Proposals

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

### 9.2 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 the Electronic State Business Daily (ESBD) and THECB's Website | November 15, 2021               |
| Last Day to Submit Written Questions   | November 29, 2021, 5:00 p.m. CT |
| THECB's Response to Written Questions  | December 3, 2021                |
| Proposal Due Date and Time   | December 15, 2021, 5:00 p.m. CT |
| Post-Proposal Interviews/Presentations, if required                                  | TBD, if required                |
| Anticipated Contract Start Date  | January 24, 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 ESBD and THECB's website.

### 9.3 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. 781-2-25867.

Jacqueline Boilard, CTCD  
Office of General Counsel  
Texas Higher Education Coordinating Board  
[eBids@highered.texas.gov](mailto:eBids@highered.texas.gov)

Please Note: Ms. Boilard 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 RFO shall be provided in the form of an addendum to the RFO on the ESBD and THECB's website.

## **10. PROPOSAL FORMAT AND CONTENT (REQUIRED)**

### **10.1 Solicitation Attachments**

This RFO also includes the following attachments:

Attachment A: Execution of Proposal (Required), including the following:

1. Respondent Information
2. Texas Family Code § 231.006(c)
3. Texas Government Code § 669.003
4. Preferences
5. Exceptions to Terms and Conditions
6. Respondent Acknowledgement
7. Signature

Attachment B: HUB Subcontracting Plan (Required)

Attachment C: Copy of Anticipated Contract (for reference only)

Attachment D: Conflict of Interest Disclosure Statement (Required)

### **10.2 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](mailto: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. 781-2-25867, *Human-Centered Design and Website Development for ‘My Texas Future’ Portal.*” THECB recommends a limit of 75 MB for each attachment.

Proposals must include all required attachments in the order outlined below and be in the format described herein. THECB will not accept attachments received after the proposal deadline. Failure to submit all required information shall make the Proposal nonresponsive and thus disqualified from consideration. Respondents are solely responsible for thoroughly understanding this RFO and its attachments. Any questions concerning this RFO should be directed to the Point of Contact by the Deadline for Submitting Questions identified in Section 8.1. 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.

Respondent shall submit three files, one Excel file and two files in Portable Document Format (PDF) as noted below. No mailed, hand-delivered, or faxed Proposals will be accepted.

The Excel document shall contain the pricing as described in Section 5.1.

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

1. Minimum Eligibility Requirements under Section 2. and all subsections of Section 2.
2. Scope of Work under Section 3. and all subsections of Section 3.
3. 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 shall contain the following:

1. Execution of Proposal (Attachment A) – All information on Attachment A is required to be completed.
2. 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.

3. Attachment D: 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.

4. **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.

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 *Human-Centered Design and Website Development for My Texas Future Portal*. **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 ninety (90) days. **The letter must also include “full acceptance of the terms and conditions described in this Request for Offers.”**

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 attachments. Questions should be directed to the Point of Contact by the Deadline for Submitting Questions.

### **10.3 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.

## 11. 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.

| Criterion  | Weight      |
|--|-------------|
| <b>Price:</b> <ul style="list-style-type: none"> <li>• Cost estimate aligns with expected deliverables and presents best value to the state.</li> </ul>  | 10%         |
| <b>Strength of Project Work Plan:</b> <ul style="list-style-type: none"> <li>• Proposal addresses Scope of Work in section 3., including all subsections;</li> </ul>                             | 20%         |
| <ul style="list-style-type: none"> <li>• Proposal provides approach for incorporating previous user research and planning documents; and</li> </ul>  | 10%         |
| <ul style="list-style-type: none"> <li>• Proposal demonstrates commitment to creating equitable advising experiences for student populations who have traditionally been underserved.</li> </ul> | 20%         |
| <b>Timelines:</b> <ul style="list-style-type: none"> <li>• Project plan provides an acceptable timeline for implementation.</li> </ul>   | 10%         |
| <b>Experience and Qualifications:</b> <ul style="list-style-type: none"> <li>• Demonstrated ability to complete a project of comparable scope and complexity;</li> </ul>                         | 10%         |
| <ul style="list-style-type: none"> <li>• Demonstrated ability to manage and translate complex, relational databases;</li> </ul>  | 10%         |
| <ul style="list-style-type: none"> <li>• References demonstrate strength of past work; and</li> </ul>  | 5%          |
| <ul style="list-style-type: none"> <li>• Experienced team and ability to complete specified scope of work, as evidenced by an organizational chart and project staff resumes.</li> </ul>         | 5%          |
| <b>Total</b>   | <b>100%</b> |

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.).

## **12. ADDITIONAL INSTRUCTIONS**

### **12.1 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.

### **12.2 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.

### **12.3 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.

#### **12.4 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.

#### **12.5 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.

#### **12.6 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.

Data Center Services Utilization. Pursuant to Texas Government Code § 2054.391, Respondent shall utilize all services included in the Data Services Center (DCS) Program in order to provide the services requested by THECB.

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.

## **12.7 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 an award,

any contract, or any purchase order will result from this RFO. THECB will not respond to inquiries regarding procurement status.