



# TEXAS HIGHER EDUCATION COORDINATING BOARD

Request for Offers (RFO)

**My Texas Future Development**

**No. 781-3-28308**

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

**NIGP Code: 915-96**

**Solicitation Post Date:** December 1, 2022  
**Written Questions Deadline:** December 14, 2022, by 11:30 p.m. CT  
**Proposal Deadline:** January 2, 2023, by 11:30 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.

THECB's new strategic plan, *Building a Talent Strong Texas*, sets a goal that at least sixty percent of working-age Texans (individuals aged between 25-64 years old) will attain a postsecondary credential of value by 2030. Texas institutions of higher education will propel graduates into lasting, successful careers that equip them for continued learning and greater earning potential, with no or manageable debt. Higher education institutions will accelerate research, development, and innovation to ensure Texas remains competitive into the future.

In furtherance of the *Building a Talent Strong Texas* plan, THECB will be launching My Texas Future (MTF) in the fall of 2022. MTF is a comprehensive portal designed to promote Texans from all backgrounds to a credential of value in the labor force. The initial focus of MTF is on adults who have already joined the workforce and are interested in returning to post-secondary education. The next phase, for which this solicitation seeks a vendor(s), is to further develop MTF to focus on students who have not yet completed high school and those who are seeking to transfer.

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

Finally, we believe that success for Texas means real opportunity with real outcomes for all Texans. Therefore, in this project, we 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.

The vendor(s) that is awarded a contract as result of this solicitation (hereinafter "Awarded Respondent") will lead this next phase of development for My Texas Future with two key focus areas:

- Existing Portal and User Focus: As MTF launches to the public and begins to serve users, THECB is exploring its internal capacity. THECB is interested in potential vendor responses on cost to maintain the live production version of MTF, including necessary patching and bug fixes, based on THECB prioritization and approval. This response should also include Respondents' cost(s) to work with THECB to prioritize new features that serve the adult

audience for iterative development, though the priority will be on initiatives that serve a wider user population.

- New Development to Extend MTF Features, Including K12 and Transfer Students: Awarded Respondent will design (consistent with MTF and THECB standards and patterns) and build an engaging user-focused extension of MTF for K12 and transfer students. Awarded Respondent will iterate on new features and fix product bugs that arise post-launch through the end of the resulting contract.

Awarded Respondent will also ensure that the MTF extension integrates seamlessly with the new version of ApplyTexas that is currently under development. ApplyTexas is a centralized means for both Texas resident students and non-Texas resident students to apply to the many outstanding postsecondary institutions available in Texas. The new version will allow students to build a plan for their future and easily follow the steps to post-secondary program matriculation. Awarded Respondent will work with THECB and the selected ApplyTexas vendor to create a seamless user experience for learners to move from building a plan for their future on MTF to applying to schools through ApplyTexas. The separate ApplyTexas solicitation involves the creation of a services-based architecture which Awarded Respondent will be able to access to create a user experience within MTF.

THECB is interested in responses from potential vendors who already provide services to the public similar to MTF (college and career search and advising) and could use their existing capabilities as a backend while preserving the MTF frontend. THECB has not made any decisions about whether this will be a preferred approach.

THECB has the authority to enter into a contract resulting from this solicitation pursuant to Texas Education Code § 61.067. THECB and Awarded Respondent shall comply with all applicable procurement laws of the state of Texas.

## **2. Minimum Eligibility Requirements**

### **2.1 Experience**

Respondents must have a minimum of ten (10) years' experience providing services like those described below in Section 3. Scope of Work. An entity or company in existence for fewer than ten 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.

## **2.2 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 the 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 in the area of platform development and redesign, including their capability to perform the required services.

The following shall be included with the Company Profile:

- Organization chart;
- Management team resumes;
- Key personnel resumes, illustrating the qualifications of each individual to perform the services described in this RFO;
- Examples of products that Respondent has developed and maintained for at least one year, with evidence of successful iterative feature development during maintenance;
- Experience working on projects focused on similar user populations; and
- If subcontractors will be utilized, key personnel resumes, illustrating the qualifications of each subcontracted 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 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**

### **3.1 Technical Requirements**

Awarded Respondent will follow best practices standards, as outlined by THECB, to develop and maintain My Texas Future. The technical requirements for this project include, but are not limited to, the following tasks:

- Work with THECB to follow a process for engineering that involves regular updates and feedback from a small number of THECB staff;

- Build the MTF extension with a service-orientated architecture and THECB-approved security controls in place (The proposed technical solution will be subject to THECB acceptance.);
- Use and provide THECB with access to workflow management tools (THECB uses Azure DevOps Services) and other means of ensuring documentation of development for later use and updating (Any additional fees for these tools should be included in Respondent’s proposed pricing.);
- Collaborate as needed with the ApplyTexas vendor to ensure payment processing for ApplyTexas goes through Texas.gov, which achieves Payment Card Industry Data Security Standard (PCI DSS) compliance;
- Provide Identity and Access Management with THECB’s Azure AD architecture;
- Develop within the Microsoft Azure cloud, using cloud-native architecture and processing tools; and
- Create ongoing maintenance recommendation that accounts for regular iteration and development in order to properly understand future costs and commitments.

### **3.2 Deliverables and Service Requirements**

In providing the deliverables and service requirements below, Awarded Respondent will focus on two key areas: the existing portal serving the current user group of adult learners and development of a new section and features to serve a wider range of users, including K12 and transfer students.

#### **3.2.1 Existing Portal Maintenance**

Awarded Respondent will take over maintenance and support for MTF from THECB for the duration of the contract.

Awarded Respondent will:

- Prioritize and deploy bug fix patches and necessary library updates;
- Add to and maintain a backlog of potential new features focused on adult learners and work with THECB on the prioritization of these features alongside new feature development outlined in 3.2.2;
- At such time as THECB determines is appropriate, transition the ADVi chatbot platform into the THECB Salesforce instance;
- Maintain 99.9% MTF site uptime; and
- Maintain and improve Azure data pipeline by developing and calling API (Application Programming Interface) services; and

- Manage and integrate databases with calculated metrics, customer relationship management software, and other existing state tools/artifacts.

### **3.2.2** *New Feature Development and User Expansion*

My Texas Future will be expanded to be even more useful to its existing users and create value for a new set of users. The integration of ApplyTexas (being developed under a separate solicitation) into a seamless user experience within MTF will allow learners of all ages to more efficiently access and graduate from a post-secondary program. In addition, new development will make MTF valuable and engaging to students still attending K12 schools and those seeking to transfer.

Awarded Respondent will:

- Research existing tools for K12 and transfer student college exploration and planning (such as Big Future, Niche, Cappex, and more) and provide recommendations for how MTF can add unique value to Texas students, potentially leveraging Tri-Agency data from THECB, the Texas Education Agency (TEA), and the Texas Workforce Commission (TWC);
- Engage with THECB Tri-Agency Workforce Initiative Partners (TEA and TWC) and internal and external stakeholders (higher education institutions, employers, college access organizations, etc.) to refine product requirements, engagements strategies, and develop key performance indicators in consultation with THECB;
- Design and publish a common data standard for the creation and storage of Individual Career and Academic Plans (ICAP) (More information on ICAPs can be found here: <https://bit.ly/3c0mnEu>.);
- Leverage User Experience (UX) research and iterative design and prototyping to maximize user adoption and success;
- Complete/acquire necessary visual design elements, including iconography, imagery, and video as necessary to enhance the user journey;
- Where applicable, collaborate with other design experts contracted by THECB or the Texas Higher Education Foundation working on parallel projects;
- Build a mechanism to ingest, store, and distribute ICAPs to trusted College and Career Planning vendors as they support counselors in creating ICAPs for students. (The data standard and THECB storage of ICAPs will allow for portability across districts and the usage of data in other places such as college applications.);



- Integrate the Texas OnCourse MapMyGrad product that allows students to understand the Texas high school endorsement process and select potential endorsements based on their skills and interests;
- Design and build a user experience for students to create and modify their own ICAP on MTF;
- Build an engaging and seamless connection between MTF and ApplyTexas so that user data and exploration from MTF can jumpstart applications to schools and save users' time;
- Ensure all student data meets the highest standards for security and encryption;
- Ensure the THECB data submission portal supports the ability for institution of higher education data submitters to upload, check, and certify Recommended Course Sequence (RCS) files. Ensures the RCS data is supported within the agency Azure cloud infrastructure for use by the MTF application. This includes, but is not limited to, the following items:
  - Add additional or separate UX for RCS submission workflow to the data submission portal;
  - Update portal user permissions to support RCS submission, which could include changes to THECB's existing Azure AD identity management platform;
  - Enable automated error reporting to submitters for RCS submission;
  - Enable certification capability for RCS submission; and
  - Provision RCS data in agency Azure cloud infrastructure for use by MTF and/or similar THECB-owned tools (for example, Map My Path (MMP)) - build synapse view, physical tables, joins w. tables in the data warehouse, data mart creation.
- Create asynchronous support articles to support student usage;
- Develop and implement a content strategy that prioritizes equity and Search Engine Optimization (SEO);
- Regularly engage with existing stakeholder groups, including the ApplyTexas Advisory Committee (managed and coordinated by THECB) to provide updates on progress and gather feedback;
- Follow the Open Web Application Security Project (OWASP) Top 10 best practices and collaborate with THECB's Information Solutions and Services (ISS) division to ensure security measures are met;

- Conform to state accessibility requirements, including WGAC 2.1 AA standards, preferably WCAG 2.1 AAA standards (This includes working with THECB's ISS division to execute and respond to accessibility scans.);
- Build scalable site architecture that conforms to the THECB's enterprise architecture design vision and allows for future development by potentially other vendors;
- Develop, maintain, and publish a series of regular reports on MTF user traffic, actions, key points of exit, and more; and
- Complete development of ApplyTexas integration by July 31, 2023.

### **3.3 Acceptance Criteria**

Awarded Respondent shall comply with the following acceptance criteria:

Awarded Respondent must submit documentation of work performed under this Request for Offers, pursuant to Section 5.3. Submission of an invoice shall constitute Awarded Respondent's certification that the services have been performed in accordance with this RFO. Each invoice is primarily subject to review and approval by THECB to determine acceptable levels of performance. THECB will complete a review of each submitted invoice within fifteen (15) business days from the date of receipt to ensure that the services invoiced are within the scope of services described in Section 3.2

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

In the event THECB does not approve an invoice, Awarded Respondent will be notified in writing with the specific reasons. Awarded Respondent will have seven (7) business days to correct the unaccepted invoice.

Awarded Respondent shall correct any latent defects identified after the acceptance of an invoice (where appropriate) at no additional charge to THECB.

## **4. 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:

- Monthly status reports; and
- Artifacts and reporting consistent with an Agile development process.

**4.2 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. Payment and Pricing Terms**

**5.1 Pricing**

Respondent’s pricing must be all-inclusive, covering all services, costs, and fees required to provide all deliverables, service requirements, and technical requirements described in this RFO, including personnel costs and all other necessary expenses required in the performance of the contract. Respondent’s pricing should include both upfront development costs as well as any applicable estimated one-time or ongoing licensing or maintenance fees or costs. If the solution will result in an added internal cost for THECB, Respondent’s pricing should note that as well. Respondent must clearly delineate between the different cost types in their response.

Respondent shall propose pricing based on key deliverables/milestones using the format below or similar format to adequately describe deliverables and pricing structure. Respondent shall include the proposed total cost for the project. Respondent shall submit this information on an EXCEL document.

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 the 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.

At THECB's discretion, THECB will award the contract to the most qualified Respondent(s) successfully meeting the criteria and conditions as outlined in this RFO, subject to successful contract negotiations.

### **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 Terms and Conditions.

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.

### **5.4 Payment Instructions**

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. Respondent's mailing and e-mail (if applicable) address;
2. Respondent's telephone number;
3. The name and telephone number of a person designated by 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, if applicable;
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.

## **6. Contract Term and Termination**

The contract shall commence upon execution by THECB with Awarded Respondent and shall terminate after four years. THECB reserves the right to award multiple contracts as a result of this RFO. Notwithstanding the foregoing, the development phase of the My Texas Future extension shall be completed no later than October 30, 2023.

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

## **7. Terms and Conditions**

See Attachment D, 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 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. To the extent any pre-existing material or property is utilized in the development of the solution(s) discussed herein, Awarded Respondent warrants that it is licensed to use the material or property. Further, Awarded Respondent acknowledges that the ensuing agreement between THECB and Awarded Respondent will award to THECB an irrevocable license to utilize any pre-existing material or property required for the maintenance of the solution(s) discussed herein.

### 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 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.

### 8.5 FERPA Confidentiality and Data Governance Provisions

Privacy. Awarded Respondent warrants that it has experience incorporating privacy by design into deliverables and agrees to integrate privacy best practices into all

products to ensure data protection. Awarded Respondent will be responsible for effectuating consent management, including ensuring My Texas Future users understand how data is used, which data is shared, and whether to share personal data for purposes outside of the processing of an application. Awarded Respondent will design mechanisms for obtaining binding consents from minors through their parents or guardians. 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); Individuals with Disabilities Education Act (IDEA); and all other state and federal laws. Awarded Respondent will not have access to confidential data until Awarded Respondent and THECB first execute a Data Sharing Agreement governing that data.

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

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

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

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

Cloud Computing/TX RAMP. Respondent represents and warrants that it has demonstrated compliance with the requirements of the Cloud Computing State Risk and Authorization Management Program found in Texas Government Code § 2054.0593. (See also <https://dir.texas.gov/texas-risk-and-authorization-management-program-tx-ramp>.) Respondent further agrees to maintain program compliance and certification throughout the term of the engagement with THECB.

Pursuant to Texas Government Code § 2054.138, to the extent that Awarded Respondent is authorized to access, transmit, use, or store THECB data, Awarded

Respondent agrees to meet all security controls that THECB determines are proportionate with THECB's risk under the contract based on the sensitivity of the THECB data.

#### **8.6 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.

#### **8.7 Cybersecurity Training and Insurance**

Awarded 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. Awarded Respondent further warrants it will obtain and maintain cyber security insurance coverage, including both first- and third-party coverage, covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of confidential information, alteration of electronic information, extortion, and network security.

#### **8.8 Data Center Services Utilization**

Texas Government Code § 2054.391 requires THECB to utilize the services of the Data Center Services (DCS) program for all hosted solutions, unless otherwise approved by the Texas Department of Information Resources (DIR) through a Data Center Services Exemption. Awarded Respondent warrants that all hosted solutions offered in response to this RFO (including custom developed application, commercial off-the-shelf (COTS), and portal or website managed content) will be hosted in the DCS program, using either public or private cloud compute and DCS managed services provided, or alternatively, if Respondent intends to propose a Software as a Service (SaaS), then Awarded Respondent warrants that the solution clearly meets the National Institute of Standards and Technology standard definition of SaaS. Further, if Respondent intends to propose a SaaS, Respondent acknowledges that THECB will be required to request and receive a DCS program exemption from DIR before a contract can be awarded to Respondent. Respondents should provide one technical solution: either SaaS or DCS hosted and managed. For more information, see Attachment A: Department of Information Resources (DIR) Shared Technology Services Policy Document.



## 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 and on the Electronic State Business Daily.

EVENT	DEADLINE
Publication of RFO	December 1, 2022
Last Day to Submit Written Questions	December 14, 2022, by 11:30 p.m. CT
THECB's Anticipated Response to Written Questions	December 22, 2022
Proposal Due Date and Time	January 2, 2023, by 11:30 p.m. CT
Anticipated Post-Proposal Presentations, if required	January 17-20, 2023
Anticipated Contract Start Date	March 1, 2023

THECB will only accept written questions and requests for clarification via email to the Point of Contact listed below. Questions and requests for clarification shall be submitted in a Word document. Respondents shall refer to the section of the RFO that the question or request for clarification pertains to. THECB will post responses to written questions on the THECB 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. 781-3-28308.

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

Please Note: Jacqueline 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 THECB's website.

## 10. Proposal Format and Content (Required)

### 10.1 RFO Attachments

This RFO also includes the following attachments, which are posted on THECB's website and the Electronic State Business Daily:

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

Attachment B: 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 Acknowledgment; and
7. Signature.

Attachment C: HUB Subcontracting Plan (Required)

Attachment D: Anticipated Contract (for Reference Only)

Attachment E: Conflict of Interest Disclosure Statement (Required)

If Respondent does not have any known or potential conflicts 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.*

### 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. 781-3-

28308, My Texas Future Development.” 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 9.2.

Respondents are cautioned to pay particular attention to the clarity and completeness of their proposal. Respondents are solely responsible for their proposal and all documentation submitted. Respondent’s proposal shall be as precise, accurate, and succinct as possible. Respondent shall provide detailed descriptions of how it will fulfill each requirement. The clarity and completeness of a proposal may be considered by THECB evaluators.

No mailed, hand-delivered, or faxed proposals will be accepted.

**Proposal shall include:**

Respondent shall submit a total of three (3) files:

1. Excel document;
2. Portable Document File (PDF) No. 1; and
3. PDF No. 2.

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

- The Excel document shall contain the pricing as described in Section 5.1.
- PDF No. 1 shall contain responses to the following in this order:
  1. Minimum Eligibility Requirements under Section 2. and all subsections of Section 2;
  2. Response to Scope of Work under Section 3. and all subsections of Section 3; and
  3. A minimum of three (3) references, including contact information. THECB prefers references from clients for whom Respondent has performed similar work, including other state agencies. Do not use THECB or any individuals employed by THECB as a reference.

- PDF No. 2 shall contain the following two items:

1. 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 and must specifically identify that the proposal is in reference to My Texas Future Development.

**The Transmittal Letter must include the following language:**

- “The proposal enclosed is binding and valid at the discretion of THECB.”
- “The enclosed proposal is good for ninety (90) days.”
- Terms and Conditions Acceptance/Exceptions
  - “Full acceptance of the terms and conditions described in this Request for Offers;” *or*
  - Provide a list of exceptions to the terms and conditions in Respondent’s Transmittal Letter. Any exceptions to this RFO must be specifically noted in the letter. 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. Please note as an agency of the state of Texas, THECB is bound to comply with all applicable state and federal procurement and contract laws. Exceptions to required terms and conditions may disqualify the proposal from further consideration. Respondent cannot take a “blanket exception” to the entire 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 RFP. 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. Respondent is solely responsible for its proposal and all documentation submitted.

2. Execution of Proposal (Attachment B)
3. HUB Subcontracting Plan (Attachment C)
4. Conflict of Interest Disclosure Statement (Attachment E)

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 vendor selection.

If a Respondent does not have any known or potential conflicts of interest, the proposal should include such a statement. *Failure to provide either a statement on potential conflicts of interest or a statement that no potential conflicts exist shall automatically disqualify Respondent.*

This Conflict of Interest Disclosure Statement shall be signed by the highest-ranking officer of Respondent's entity having responsibility for vetting corporate conflicts of interest, e.g., a corporate Executive Vice President rather than the head of an operating or regional unit of the firm.

THECB will determine whether a conflict of interest or the perception of a conflict of interest exists from the perspective of a reasonable person uninvolved in the matters covered by the resulting contract. 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.

**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 any contract 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 by the percentage indicated in the right-hand column. THECB will consider both the final weighted score as well as the average ranking when making vendor selection(s).

Criteria	Weight
<p><b>Price (10%):</b></p> <ul style="list-style-type: none"> <li>• Cost estimate demonstrates best value to the state. Cost will be evaluated both for any proposed upfront development and for ongoing maintenance costs (both those paid to contractor and those incurred by THECB internally) and as such all submissions should clearly delineate among different cost types.</li> </ul>	10%
<p><b>Strength of Project Work Plan (50%):</b></p> <ul style="list-style-type: none"> <li>• Proposal satisfactorily addresses Scope of Work in Section 3., including all subsections;</li> </ul>	20%
<ul style="list-style-type: none"> <li>• Work plan demonstrates an understanding and commitment to creating equitable advising experiences for student populations who have traditionally been underserved;</li> </ul>	5%

Criteria	Weight
<ul style="list-style-type: none"> <li>Proposal supports increased student understanding of well-matched colleges and careers and drives action on next steps;</li> </ul>	15%
<ul style="list-style-type: none"> <li>Proposal has a clear plan for incorporating ApplyTexas into a seamless experience with the existing MTF platform.</li> </ul>	10%
<p><b>Timelines (10%):</b></p> <ul style="list-style-type: none"> <li>Project plan provides an acceptable and reasonable timeline for implementation.</li> </ul>	10%
<p><b>Experience and Qualifications (30%):</b></p> <ul style="list-style-type: none"> <li>Examples of past projects demonstrate ability to complete a project of comparable scope and complexity;</li> <li>References demonstrate strength of past work;</li> <li>Core business model aligns with development and maintenance of services to be provided;</li> <li>Staff profiles demonstrate appropriate experience and skills to complete work;</li> <li>Track record of successfully maintaining products that vendor has developed.</li> </ul>	30%
<b>Total</b>	<b>100%</b>

THECB will consider the 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 may select none, one, or more than one vendor for this project. 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) 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.).

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