



# TEXAS HIGHER EDUCATION COORDINATING BOARD

Request for Proposal (RFP)

## Human-centered Research and Experience Design for College & Career Advising in Texas

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

**RFP No. 781-1-25209**

NIGP: 924-19

**Solicitation Post Date:** August 6, 2021  
**Bidder's Webinar (optional):** August 12, 2021 at 12:00pm CST/CDT  
**Written Questions Deadline:** August 13, 2021, by 11:30 p.m. CST/CDT  
**Proposal Deadline:** August 23, 2021, by 11:30 p.m. CST/CDT

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## 1.0 Introduction

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

In 2015, Texas launched *60x30TX*, the state's higher education strategic plan, which aims to position Texas among the highest achieving states in the country and maintain its global competitiveness. *60x30TX* is entirely student-centered: its overarching goal is that 60 percent of Texans will hold some type of postsecondary credential by 2030. It also proposes that at least 550,000 students in that year will complete a certificate, associate, bachelor's, or master's from a Texas institution of higher education; graduates will have identifiable marketable skills regardless of major; and students will not graduate with debt exceeding 60 percent of their first-year wages. (Note: this plan and these benchmarks are currently being re-evaluated in a comprehensive process that will conclude in late summer 2021).

This year, the THECB defined its highest priorities for our work as an agency to advance the *60x30TX* statewide goals. Implementing a holistic and equitable advising strategy is among those top priorities, as it has the potential to significantly expand opportunities for Texans to access and succeed in higher education. The design of this advising strategy is foundational to achieving that impact.

In order to design an aligned strategy around advising that is responsive to true needs in the field, THECB seeks a design partner (“Contractor”) who has deep expertise in understanding user experience and perspective, and who will challenge our conventional thinking about advising. With the work described in this RFP, THECB seeks to create a holistic and equitable advising experience for students and families which maximizes the number of Texans transitioning successfully from K-12 through postsecondary education or training to the workforce.

The Contractor will conduct human-centered design research on the three key transition points: secondary to postsecondary education, postsecondary education to the workforce, and reentry to higher education. We believe that success for Texas means real opportunity with real outcomes for all Texans. Therefore in this design project, we will need to focus particular attention on students and populations who have not been well-served, 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 students “on the edge” will help us build frameworks and systems that serve our entire population and lead to better opportunities and outcomes for all Texans.

The Contractor’s research will inform the development of detailed personas of target audiences and a deep understanding of the current advising experience and opportunities to improve the system. The Contractor will also conduct a thorough review and analysis of technological interventions designed by the tri-agencies (THECB, the Texas Education Agency, and the Texas Workforce Commission) to support college and career advising and develop a plan to streamline and modernize this technology infrastructure to better

support Texas students and college and career advisors. Finally, the Contractor will work with THECB and our tri-agency partners to develop a holistic and equitable college and career advising strategy to best support Texans as they move through the three identified transition points.

We believe that success for Texas means real opportunity with real outcomes for all Texans. Therefore in this design project, we will need to focus particular attention on students and populations who have not been well-served, 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 students “on the edge” will help us build frameworks and systems that serve our entire population and lead to better opportunities and outcomes for all Texans.

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

## **2.0 Minimum Eligibility Criteria**

Respondents must have a minimum of five years’ experience providing services like those described in the Statement of Work (SOW). 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 (HUBs) to compete for this award.

## **3.0 Scope of Work**

### **3.01 Phase One: Human-Centered Design Research**

Conduct human-centered design research on the three transition points identified in Section 1.0, secondary to postsecondary education, postsecondary education to the workforce, and reentry to higher education. This includes persona development for rural high school students, urban high school students, college students from 2-year and 4-year colleges (including at least one student who has transferred between institutions), displaced workers, parents seeking to reenter higher education, veterans seeking to reenter higher education, high school counselors, college counselors/advisors, and any other identified stakeholders. These personas will inform a deep and thorough understanding of how college and career advising operates in Texas and where critical gaps in training, technology, and service lie.

Contractor will:

- 3.01.1 Employ a variety of data analysis and research tools to uncover existing processes and experiences for stakeholders (listed above).
- 3.01.2 Design and deliver at least 10 robust personas for key populations (listed above). Personas should be easily shareable for use across the agency with visual supports including photography and/or videography.
- 3.01.3 Produce a report that will inform the proposed design of tools/resources in Phase Two. Report must include reference to personas, visualization of the current advising system, a theory of change (which will continue to be refined in subsequent phases), and a description of strengths, challenges, and opportunities within the current system.

### **3.02 Phase Two: Technology Review and Assessment**

Within the context of the user-centered design research, conduct a thorough review and analysis of available digital tools managed by the tri-agencies and other key organizations and/or businesses. This will build upon a scan and analysis already completed by THECB. Through ethnographic research, survey design, field scans and other methods, the partner will identify strengths, weaknesses, gaps and opportunities for the current technology ecosystem with an aim to identify redundancy and improve the advising experience for all students. This phase may be conducted fully or partially concurrent to other phases.

Contractor will:

- 3.02.1 Conduct a thorough review of available digital tools and advising initiatives to identify who uses the tri-agencies' and other providers' tools and initiatives and how they are used.
- 3.02.2 Analyze the overall ecosystem of digital tools and initiatives that support advising, utilizing the THECB scan as an input.
- 3.02.3 Produce a report detailing the results of the above review and analysis in an easy-to-understand format.
- 3.02.4 Engage in multiple user-feedback cycles that will enable strong problem definition, ideation of solutions, and convergence on a feasible, desirable, and viable digital strategy.
- 3.02.5 Produce a brief report describing key takeaways from user feedback cycles, including users' definitions of the problem and potential solutions in their own words (quotes, drawings, etc.) and a narrative description of the Contractor's analysis of the user feedback that will inform the strategy described in more detail in Section 3.02.6.

- 3.02.6 Deliver a proposal that details an aligned technology strategy, including the steps (including iteration) and approximate associated costs to achieve this strategy. This proposal may recommend retiring, leveraging, and/or updating existing tools in the tri-agency portfolio. As appropriate, proposal should include wireframes, flows, and design specifications.

### **3.03 Phase Three: Strategy Design & Implementation Planning**

The vendor will work with THECB and key partners to reimagine the advising experience and propose a holistic and equitable advising strategy. The strategy will leverage THECB and our tri-agency partners' expertise and existing infrastructure and recommend practical steps to streamline and modernize college and career advising technologies and initiatives. These steps may include communications and roll-out, implementation, evaluation, and ongoing improvement cycles. The strategy will build towards ensuring all Texans have equitable opportunities to earn a high value credential.

Contractor will:

- 3.03.1 Develop a holistic and equitable college and career advising strategy for the state of Texas utilizing findings and outputs from Phases One and Two. The strategy should align with the work of our tri-agency partners and maximize the number of Texans transitioning successfully from K-12 through postsecondary education or training to the workforce. The strategy should include plans for practical, sustainable implementation, including infrastructure and cost requirements.
- 3.03.2 Propose a rigorous theory of change, building on the draft from Phase One (section 3.01) which THECB and tri-agency partners can continuously test, learn and revise based on data from the field. This theory of change must be aligned with the work of tri-agency partners.
- 3.03.3 Propose a model for sustainability, including but not limited to the creation of facilitated networks of practitioners to ensure best practices are adopted and implemented long-term. For the purpose of this work, sustainability indicates the ability for an initiative to maintain quality delivery, adoption and use due to strategic cost, implementation and communication planning.

### **3.04 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 Contractor.

- 3.04.1 Portfolio of at least ten relevant personas, including visual representation (video or photography) as detailed in Section 3.01.2.
- 3.04.2 Human-centered design research report on the current advising experience, that includes a draft theory of change per Section 3.01.3.
- 3.04.3 Technology review report as detailed in Section 3.02.3.
- 3.04.4 Report on user feedback relative to technology tools as outlined in Section 3.02.5.
- 3.04.5 Proposal detailing plan for creation of aligned technology strategy and suite of tools as outlined in Section 3.02.6.
- 3.04.6 Final report detailing holistic and equitable college and career advising strategy for the state of Texas, including theory of change (described in section 3.03.2) and sustainable model for facilitated networks (described in Section 3.03.3). This report should clearly demonstrate how this strategy is informed by user needs and feedback from all phases of the work.

### 3.05 Project Schedule

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

Milestone	Deadline
Completion of Phase One (Human-Centered Design Research)	February 1, 2022
<i>Associated deliverables: research report, theory of change, personas</i>	
Completion of Phase Two (Technology Review and Assessment)	February 1, 2022
<i>Associated deliverables: technology review report, user feedback report, proposal for aligned technology strategy</i>	
Completion of Phase Three (Strategy Design & Implementation Planning)	May 1, 2022
<i>Associated deliverables: final report detailing holistic and equitable college and career advising strategy, theory of change, and implementation model for facilitated networks</i>	

## 4.0 Payment and Pricing Terms

### 4.01 Payment Terms and Award Summary

Contractors will be reimbursed for services rendered or deliverables completed. The Contractor will submit invoices to THECB that detail the itemized associated costs of the services rendered or deliverables completed.

To the extent the Awarded Contractor 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 the Awarded Contractor is a Texas state agency, THECB will make payments for services in accordance with the Interagency Cooperation Act, Texas Government Code §§ 771.001-.010.

The Awarded Contractor agrees not to begin or provide any services until issuance of a Contract by THECB. THECB does not guarantee a specific compensation to the Awarded Contractor throughout the term of the Contract. The Awarded Contractor is not guaranteed minimum compensation.

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

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

#### **4.02 Adding New Services to the Contract After Award**

Following the Contract award, additional services of the same general category that could have been encompassed in the award of this Contract, and that are not already on the Contract, may be added. A formal written request may be sent to Awarded Contractor(s) to provide a Proposal on the additional services, and Contractor(s) shall submit Proposals to THECB as instructed. All prices are subject to negotiation with a Best and Final Offer.

THECB may accept or reject any or all Proposals and may issue a separate RFP or IFB (Invitation for Bid) for the services after rejecting some or all the Proposals. The services covered under this provision shall conform to the terms, conditions, specifications, and requirements as outlined in the request.

### **5.0 Contract Term and Termination**

The Contract shall commence upon the execution of a Contract by THECB with the Awarded Contractor(s) and shall automatically expire June 30, 2022.

Once a Contract is executed with the Contractor(s), this period will be referred to as the "Contract Term."

### **6.0 Terms and Conditions**



See Attachment C, Anticipated Contract.

## **7.0 Anticipated Schedule of Activities**

### **7.01 Due Date for Proposals**

Respondents shall submit Proposals to THECB no later than the Proposal Due Date indicated in the Calendar of Events section below. Proposals received by the THECB after the deadline will not be accepted.

### **7.02 Calendar of Events**

The solicitation process for this RFP will proceed according to the schedule below. THECB reserves the right to revise this schedule or any portion of this RFP by published Addendum on the Electronic State Business Daily (ESBD) and THECB's website.

<b>EVENT</b>	<b>DEADLINE</b>
Publication of RFP on the ESBD and THECB's website	August 6, 2021
Bidders Webinar (optional)	August 12, 2021 at 12:00pm CST/CDT
Last Day to Submit Written Questions	August 13, 2021, by 11:30 p.m. CST/CDT
Response to Written Questions	August 17, 2021
Proposal Due Date and Time	August 23, 2021, by 11:30 p.m. CST/CDT
Post-Proposal Interviews/Presentations, if required	August 30-31, 2021
Anticipated Contract Start Date	October 1, 2021

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

### **7.03 Point of Contact**

Respondents shall direct all inquiries, written questions, requests for clarification, and communications concerning this RFP to the Point of Contact listed below. Inquiries and comments must reference RFP No. 781-1- 25209.

Contact:  
Linda Natal  
Contract Developer  
Office of General Counsel  
Texas Higher Education Coordinating Board  
[eBids@highered.texas.gov](mailto:eBids@highered.texas.gov)

Questions submitted to THECB will be answered in accordance with the calendar of events above. THECB will post additional information, responses to written questions,

RFP modifications, and addenda on the ESBD and THECB's website. It is the responsibility of interested parties to periodically check the ESBD and THECB's website for updates to the RFP prior to submitting a Proposal.

Respondent's failure to periodically check the ESBD and THECB's website will in no way release the selected Contractor(s) from the requirements of "addenda or additional information" nor will any resulting additional costs to meet the requirements be allowed after award(s).

Please Note: Contractor Developer listed under 7.03 is the only permitted 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 RFP shall be provided in the form of an addendum to the RFP on the ESBD and THECB's website.

## **8.0 Proposal Format and Content (Required)**

### **8.01 Solicitations Attachments**

This RFP also includes the following attachments, which are posted on the ESBD and THECB's website:

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: Anticipated Contract (for reference only)

Attachment D: Conflict of Interest Disclosure Statement (Required)

Attachment E: Federal Documents

1. Certification Regarding Debarment and Suspension (Required)
2. Certification Regarding Lobbying (Required)
3. Disclosure of Lobbying (Required, if Applicable)

#### 4. Federal Funding and Accountability Act (Required)

### **8.02 Organization of the Proposal for Submission**

Proposals shall include all required attachments and certifications and be in the format described herein. THECB will not accept attachments and certifications submitted after the proposal deadline. Failure to submit all required information shall make the Proposal nonresponsive and thus disqualified from consideration. Respondents are solely responsible for thoroughly understanding this RFP and its attachments.

Any questions concerning this RFP should be directed to the Contract Developer by the Deadline for Submitting Questions identified in Section 7.02. Respondent is cautioned to pay particular attention to the clarity and completeness of its Proposal. Respondent is solely responsible for its Proposal and all documentation submitted.

Respondents shall be as precise, accurate, and succinct as possible. Respondents shall provide detailed descriptions of how they will fulfill each requirement. The clarity and completeness of a Proposal may be considered by the THECB evaluators.

**Respondents shall submit two files in Portable Document Format (PDF) as noted below.** No mailed, hand-delivered, or faxed Proposals will be accepted.

#### 8.02.1 The first PDF shall contain responses to the following:

##### **Item 1: Response to Scope of Work**

Describe how the Respondent intends to respond to the Scope of Work under Section 3.0 and all subsections of Section 3.0. The response should clearly demonstrate (1) how the Proposer will achieve the objectives of the project, (2) a thorough understanding of THECB's role, and (3) a strong understanding of the importance of utilizing human-centered design to create a more holistic and equitable advising experience for Texas students. Response must include a timeline that demonstrates Responder's ability to meet the stated deadlines. Maximum length: 7 pages.

##### **Item 2: Experience and Qualifications**

Describe the Proposer's experience with human-centered design research, user-feedback, and product and/or process design. Provide at least one but no more than three examples of relevant or comparable past work. The response should demonstrate experience designing and developing for diverse audiences and describe the Proposer's approach to diversity, equity, and inclusion in human-centered design. Maximum length: 10 pages.

Provide a list of personnel who the Responder proposes will be assigned to this project (if awarded). For each individual, provide a brief bio and/or resume that includes educational credentials, work experience, and any other relevant information that demonstrates the qualifications of each proposed team member.

Maximum length: one page for personnel list plus no more than a one-page bio/resume per person.

**Item 3: Cost of Project**

Describe the cost of executing the project as described.

**Item 4: References**

Each Respondent shall provide at least three references, including contact information. THECB prefers references from clients for whom Respondent has performed work of similar scope, size and complexity to the work described in this RFP and/or references from other state agencies.

Provide the following information for each customer:

- Customer name and address;
- Contact name with email address and phone number;
- Time period in which work was performed;
- Short description of work performed.

Do not use THECB or any individuals employed by THECB as a reference. If the Proposer has worked with the Texas Higher Education Coordinating Board in the past five (5) years, provide department name, department contact, and provide a brief description of work performed.

**8.02.2 The second PDF shall contain the following:**

1. **Attachment A:** Execution of Proposal – All information on Attachment A is required to be completed.
2. **Attachment B:** HUB Subcontracting Plan – All information on Attachment B is required to be completed.

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 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 Respondent 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 been 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 and the Anticipated Contract.

The Transmittal Letter must be signed by a person legally authorized to bind Respondent. The letter must specifically identify that the Proposal is in reference to THECB's RFP for Human-centered Research and Experience Design for College & Career Advising in Texas. **The letter must state, "The Proposal enclosed is binding and valid at the discretion of THECB."**

Additionally, the Transmittal Letter shall indicate that the Proposal is good for one hundred twenty (120) days. The letter must also include "full acceptance of the terms and conditions described in this Request for Proposal, including as detailed in the Anticipated Contract."

Any exceptions to this RFP and the Anticipated Contract 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 RFP or the Anticipated Contract, 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 RFP or the Anticipated Contract. If any Respondent takes a "blanket exception" to this entire RFP or the Anticipated Contract 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 RFP 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 RFP or the Anticipated Contract.

The Proposal shall include all information required in this RFP. Respondent is solely responsible for thoroughly understanding the RFP and its attachments, exhibits, and forms. Questions should be directed to the Contract Developer by the

Deadline for Submitting Questions. Respondent is cautioned to pay particular attention to the clarity and completeness of its Proposal. Respondent is solely responsible for its Proposal and all documentation submitted.

Respondent shall be as precise, accurate, and succinct as possible. Respondent shall provide detailed descriptions of how they will fulfill each requirement. The clarity and completeness of a Proposal may be considered by the THECB evaluators.

## **5. Required Federal Documents**

### **9.0 Proposal Submission**

Proposals must be submitted to the Contract Developer by an authorized representative via email to [eBids@highered.texas.gov](mailto:eBids@highered.texas.gov) prior to the deadline. The subject line of the email shall be entitled “Proposal Submitted for RFP No. 781-1-25209– Human-centered Research and Experience Design for College & Career Advising in Texas.” The email submission should contain two files as noted in Section 8.0 above. THECB recommends a limit of 75 MB for each attachment. This may result in the sending of multiple emails to THECB for submission of all documentation contained in a Proposal. No mailed, hand-delivered, or faxed Proposals will be accepted.

THECB will not accept a Proposal *received* after the deadline. Failure to provide all required information shall make the Proposal nonresponsive and thus disqualified from consideration. THECB may reject a Proposal that fails to include required contents.

THECB will confirm receipt of the submitted Proposal via email. If a Respondent does not receive a confirmation from THECB, Respondent should contact the Contract Developer.

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

THECB reserves the right to waive any minor or immaterial Proposal requirement noted in the submission process. Submission of Proposals confers no legal rights upon any Respondent.

### **10.0 Proposal Evaluation**

#### **10.1 Evaluation and Award of Contract**

A Contract will be awarded by THECB to the Awarded Contractor(s) in response to this RFP.

THECB reserves the right to award Contract(s) without any negotiations and reserves the right to not make awards. Submission of a Proposal confers no rights on Respondent to an award or to a subsequent Contract if there is one. The issuance of this RFP does not guarantee that a Contract will ever be awarded. THECB reserves the right to withdraw the RFP entirely for any reason solely at THECB's discretion. An individual Proposal may be rejected if it fails to meet any requirements of this RFP. THECB may seek clarification from Respondent at any time during the evaluation period, and failure to respond may be cause for rejection of a Proposal.

Upon execution of a Contract resulting from this RFP, the term "Respondent" shall have the same meaning as "Contractor." The Contractor agrees not to begin or provide services until issuance of a Contract by the THECB.

Respondent is strongly encouraged to provide its best price in its Proposal. THECB shall award a Contract(s) to the Respondent(s) whose Proposal is considered to be the best value to the state, as defined in Texas Government Code § 2155.074.

Attachment C of this RFP represents the Anticipated Contract (along with its incorporated exhibits) which will be entered into with the Contractor(s) and lists the additional terms and conditions governing this RFP. THECB may make its award to Respondent(s) based on any combination, including, but not limited to line items or commodity groups that provide best value to the State.

The State of Texas may consider, at its option, alternative services for award which may not meet the full specifications, however, represent a best value to the State of Texas within the listed service classification.

Proposals will be evaluated by THECB employees and, if applicable, by other non-THECB employees who may be invited to assist as evaluators. Each evaluated Proposal will be reviewed and scored according to the table set out below.

**Evaluation Criteria for each of the Proposal Components:**

<b>Criteria</b>	<b>Weight</b>
Price: <ul style="list-style-type: none"><li>• Cost estimate demonstrates reasonable value to the state.</li></ul>	20%
Strength of Project Work Plan: <ul style="list-style-type: none"><li>• Proposal addresses Statement of Work in section 3.0, including all subsections;</li><li>• Work plan demonstrates understanding and commitment to creating equitable advising experiences for student populations who have traditionally been underserved.</li></ul>	50%



Timeliness: <ul style="list-style-type: none"> <li>• Project plan provides an acceptable timeline for implementation.</li> </ul>	10%
Experience and Qualifications: <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>• Staff profiles demonstrate appropriate experience and skills to complete work.</li> </ul>	20%
Total	100%

THECB may conduct reference checks with other entities, in addition to those provided as references by Respondent, regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System, THECB may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of Contracts. Such sources of vendor performance may include any governmental entity, whether an agency or political subdivision of the State of Texas, another state, or the Federal government. Further, THECB may initiate such examinations of vendor performance based upon media reports. Any such investigations shall be at the sole discretion of THECB, and any negative findings, as determined by THECB, may result in non-award to the Respondent.

THECB's evaluation team will begin proposal evaluation as soon as practicable after the submission deadline. Evaluation team members will score each Proposal individually using the criteria stated above. After ranking each Proposal, the evaluation team will meet and discuss the Proposals. The evaluation team may pose clarifying questions of or ask for best and final offers from the highest-ranking Respondents. The evaluation team may rank the Proposals again following questions, requests for best and final offers, or oral presentations/discussion sessions and will make a recommendation for selection or a recommendation to take further action.

THECB will begin contract negotiations shortly after notification. The successful Respondent may offer changes to these terms or additional terms in their Proposal, but THECB may reject them. The Parties will negotiate a final schedule for performance that will be incorporated into the final contract.

THECB will notify each Respondent of the final action taken upon execution of a contract with the selected Respondent.

## **10.2 Multiple Awards**

THECB may award multiple Contracts from this solicitation. Respondents providing the best value to the State for each NIGP group description may be chosen as the State's primary or "best value vendor" for that group. Additional Respondents may be awarded Contracts at the sole discretion of THECB in order to provide alternate resources for meeting the requirements of the requested services.

## **11.0 Additional Instructions**

### **11.01 Accuracy of the Proposal**

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

### **11.02 Cost of Submitting the Proposal**

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

### **11.03 Public Information Act Disclosures**

THECB is a government agency subject to the Texas Public Information Act (PIA), Texas Government Code §§ 552.001-.376. The Proposal and other information submitted to THECB by Respondent are subject to release as public information. The Proposal and other submitted information shall be presumed to be subject to disclosure unless a specific exception applies to disclosure under the PIA. If it is necessary for Respondent to include proprietary or otherwise confidential information in its Proposal or other submitted information, Respondent must clearly label that proprietary or confidential information and identify the specific PIA exception that applies to disclosure. Merely making a blanket claim that the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire Proposal subject to release under the PIA. In order to trigger the process of seeking an Attorney General Opinion on the release of proprietary or confidential information, the specific provisions of the Proposal that are considered by Respondent to be proprietary or confidential must be clearly labeled as described above. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA. Respondent is required to make any information created or exchanged with the State pursuant to the solicitation or contract, and not otherwise excepted from disclosure under the PIA, available in a format that is accessible by the public at no additional charge to the State.

Respondent, by submitting a Proposal, shall thereby be irrevocably deemed to have fully indemnified and agreed to defend THECB from any claim of infringement in the intellectual rights of Respondent or any third party for any materials appearing in the Proposal.

## **11.04 Working Paper Access and Retention**

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

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

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

## **11.05 Irrevocability of the Proposal**

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

## **11.06 Affirmations and Required Clauses**

**Anti-trust 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 Chapter 15, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of its Response 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 solicitation 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 solicitation 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 State of Texas 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 Chapter 2260 must be used to attempt to resolve any dispute arising under a contract awarded pursuant to this solicitation.

**Governing Law and Venue.** Any contract awarded as a result of this solicitation 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 Texas Government Code § 2155.0061, Respondent certifies that the individual or business entity named in this Response 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

**Indemnification.** RESPONDENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND THECB, AND/OR 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 WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS 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 Texas Government Code §§ 2155.006 and 2261.053, Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that any resulting contract may be terminated and payment withheld if this certification is inaccurate.

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

**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 Chapter 552, Subchapter J, may apply to the contract and the Respondent agrees that the contract can be terminated if the Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

**Data Location**

Regardless of any other provision of this Contract or its incorporated or referenced documents, all of the data must remain in the continental United States. Data should be stored, processed, accessed, viewed, transmitted, and received, always and exclusively within the contiguous United States.

**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.

**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.

## **11.07 Conflicting RFP Language**

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

## **11.08 Contractor Responsibilities**

THECB shall look solely to the Contractor(s) for compliance with all the requirements of this RFP and the resulting Contract(s). Contractor(s) 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 purchase goods and services of this RFP elsewhere and charge any increased costs for the goods and services, including the cost of re-soliciting, to the Contractor. Failure to pay a damage assessment is cause for Contract termination.

## **12.0 Federal Provisions**

### **APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by

non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in



excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.

## 13.0 Definitions

When capitalized, the following terms and acronyms have the meaning set forth below. All other terms have the meaning set forth in Webster’s II New College Dictionary.

**Contract** - Any contract(s) resulting from this solicitation Note: There is no guarantee that any contract will result from this solicitation.

**Contractor or Awarded Contractor** - The Respondent(s) awarded a Contract as a result of the solicitation.

**ESBD** - The Electronic State Business Daily, which is available online at <http://www.txsmartbuy.com/esbd>.

**HUB** – Historically Underutilized Business.

**National Institute of Governmental Purchasing (NIGP)** – A coding taxonomy used primarily to classify products and services procured by state and local governments.

**Party/Parties** - Either THECB or Respondent separately or collectively.

**Proposal** - The response submitted by a Respondent to the THECB as a result of this solicitation.

**Respondent** - Any person or vendor who submits a Proposal in response to this solicitation

**RFP** - Request for Proposal, which is the type of solicitation embodied in this document.

**THECB** - The Texas Higher Education Coordinating Board, the state agency issuing this solicitation.