



# TEXAS HIGHER EDUCATION COORDINATING BOARD

Statement of Work (SOW)

**Managed Print Services**

**No. 781-2-26969**

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

**NIGP Codes: 204-74, 985-58**

**Solicitation Post Date:** May 24, 2022

**Written Questions Deadline:** June 3, 2022, by 11:30 p.m. CT

**Proposal Deadline:** June 23, 2022, 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 seeks a Respondent to provide managed print services from its business class line of products to replace the existing managed print service contract that expires August 31, 2022. The new managed print service must be in place, tested, and ready to support the agency's operational needs no later than September 16, 2022.

THECB requires ten (10) color multi-function network printers. The solution is to include all equipment, toner, preventative maintenance (parts and labor), and remote and onsite support for the term of the contract for the efficient management and operation of office printing, scanning, and faxing needs throughout the THECB offices.

THECB is scheduled to move to a new building in the Capitol Complex in fiscal year 2023 (September 1, 2022-August 31, 2023). We are seeking a Respondent who will review our existing solution and provide recommendations on cost savings and improved efficiency. Respondent should offer flexibility and business continuity options in this new potentially multi-year contract to ensure a smooth transition for the agency's workforce from the current physical location to the new office building.

## **2. Minimum Eligibility Requirements**

### **2.1 Experience**

Respondents must have a minimum of five (5) years' experience providing services like those described in Section 3. Scope of Work. An entity or company in existence for fewer than five (5) years is eligible to submit a Proposal if key personnel on the proposal team have the minimum required experience. Respondents who do not meet this requirement are not eligible for an award.

THECB encourages Historically Underutilized Businesses to compete for this award.

### **2.2 Qualifications**

#### **2.2.1 *Active Department of Information Resources Vendor***

Respondents responding to this Statement of Work must be an active Department of Information Resources (DIR) Vendor and must provide a copy of their current DIR contract as an attachment to their proposal. Failure to provide this information will render the Proposal nonresponsive.

### **2.2.2 Company Profile**

Respondents must demonstrate their knowledge and expertise of the environment (e.g., platforms, software, applications, security, network, tools, etc.) for which work is to be performed. Respondents' employees and/or subcontractors must have the appropriate background experience to perform the work required under this Statement of Work (SOW). Respondents must submit a Company Profile that outlines their experience and expertise in the area of managed print services, including their capability to perform the required services.

The following shall be included with the Company Profile:

- Organization chart;
- Management team resumes; and
- Key personnel resumes, illustrating the qualifications of each individual to perform the services described in this SOW.

### **2.2.3 Key Staff and Qualifications of Key Staff**

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

## **3. Scope of Work**

### **3.1 Technical Requirements**

Awarded Respondent shall deliver:

- Ten (10) Standard Multi-Function Network Printers with the following capabilities
  - Up to 80,000 monthly page volume for all machines combined
  - Minimum 55 ppm
  - Color and Black and White printing
    - Collate, staple, 3-hole punch
    - USB support
  - Copy
    - Staple, three-hole punch

- Touch screen and menu icons to allow users the ability to easily scan to email, folders, and/or the cloud and/or use the faxing options
- Fax (Cloud Fax Solution preferred; see Cloud Fax Solution below)
- Four (4) paper trays
  - Typical US formats (envelope, letter, legal, etc.)
  - Specialty stock (Glossy, picture, check, etc.)
  - Labels, and other user-defined print stock
- Wired/Wireless network
- Job pause/Interrupt
- All standard print driver functions should be available from the workstation when sending the print job, including:
  - paper size/type/tray selection,
  - color/greyscale selection,
  - number of copies to print,
  - orientation,
  - layout,
  - collating,
  - fit/autofit/resize,
  - pages per sheet,
  - single sided/duplex print,
  - watermarks/overlays, and
  - any other available functions.
- User authentication at the device using badge access system
- Ability to send print jobs to a virtual queue from any network connected workstation and release job for printing on any supported printer
- All the printers should work off of a standard 15-amp/110V outlet for the power supply
- Cloud Fax Solution
  - Offers multiple options for sending and receiving, organizing fax workflows, and reporting
  - API-enabled cloud fax and document automation integrations
  - Data is secured and encrypted at every stage

THECB is interested in receiving options and strategies that it can utilize to decide how best to use current technology along with new equipment to improve the delivery of all types of output required in the office environment.

### **3.2 Deliverables**

Awarded Respondent will:

- a. Deliver the managed print services by September 16, 2022. The services should be in place, tested, and ready to support the agency's operational functions, using ten (10) standard multi-function network printers.
- b. Provide training on the equipment. THECB expects the machines to be easy to use by the average consumer.
- c. Provide regular maintenance and pro-active replacement of consumables:
  - Published preventative maintenance schedule for each machine; and
  - Routine/predictive failure parts/consumables to be maintained on-site.
- d. The machine should allow for job changes from the machine console as well as the PC.
- e. The machines should allow implementation and management of administrative settings (i.e., default to PIN printing, black and white printing, duplex printing, etc.).
- f. Provide tools or enable print services that provide the following capabilities:
  - Live Metrics, per printer and in summary, available online;
  - A log of print jobs, including username and time of print job, per printer;
  - Default color printers to black and white printing;
  - Default printing to duplex printing;
  - Provide the capability to require a network logon (badge swipe) to print; and
  - End users to be able to customize their default print options from the PC.
- g. Provide a Call Center for end user service calls and issues
- h. Provide same business day service before 4:30 p.m. on calls placed before 12:00 p.m. (noon)
- i. Provide next business day service before 12:00 p.m. (noon) on calls placed after 12:00 p.m. (noon) on the previous business day

- j. Repair or replace any malfunctioning machine within seventy-two (72) hours after a call for service is placed
- k. Provide account management and technical support in the Austin, Texas area
- l. Provide monthly on-site account management meeting with agency stakeholders

### **3.3 Acceptance Criteria**

Awarded Respondent shall comply with the following acceptance criteria:

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

THECB has the sole responsibility of determining the completeness of Awarded Respondent's work. THECB will complete a review of each submitted deliverable within five (5) business days from the date of receipt.

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

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

## **4. Reports and Meetings**

### **4.1 Reports**

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

- Project plan
- Project status report
- Final list of deliverables

### **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 project status reports.

## 5. Payment and Pricing Terms

### 5.1 Pricing

Respondent's pricing must be all-inclusive, covering all services required to provide all deliverables as described in this SOW, including travel expenses, personnel costs, and all other necessary expenses required in the performance of the Contract or Purchase Order. The pricing sheet shall include options for annual renewals up to two (2) years.

Respondent shall propose pricing based on key deliverables/milestones using the below format or similar format to describe deliverables and pricing structure. Submit this information on an Excel document in the format below.

| Respondent Pricing Sheet |                              |               |
|--------------------------|------------------------------|---------------|
| Deliverable No.          | Deliverable Name/Description | Monthly Price |
| 1.                       |                              |               |

In Respondent's pricing, please note:

THECB wants the ability to add additional machines at a negotiated rate during the contract period.

THECB expects either a flat monthly fee per machine or that each machine will have a print volume threshold before any per print page charges occur. Respondent to propose most cost-effective solution for THECB.

### 5.2 Payment Terms and Award Summary

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

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

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

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

THECB shall award the Contract or Purchase Order to the most qualified Respondent successfully meeting the criteria and conditions as outlined in this SOW.

### **5.3 Invoices**

Upon completion of a Deliverable and acceptance by THECB based on the requirements and acceptance criteria set forth in this SOW, Awarded Respondent may submit an invoice to THECB setting forth amounts due in accordance with Terms and Conditions.

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 or Purchase Order Term and Termination**

The Contract or Purchase Order shall commence upon execution of a Contract or Purchase Order by THECB with Awarded Respondent. The initial term of the Contract or Purchase Order shall be for one year with the option for two one-year renewal periods. The term of the Contract or Purchase Order including the optional renewal periods may not exceed three years. To exercise the option to extend the term, THECB will notify Awarded Respondent in writing.

## **7. Additional Terms and Conditions**

### **7.1 Awarded Respondent Responsibilities**

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

Failure to meet service requirements and/or specifications authorizes THECB to procure services of this SOW elsewhere and charge any increased costs for the services, including the cost of re-soliciting, to Awarded Respondent.

### **7.2 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; (ii) make copies of any Confidential Information; or (iii) use Confidential Information other than solely for the benefit of THECB.

### **7.3 Public Information Act Disclosures**

THECB is a government agency subject to the Texas Public Information Act (PIA), Texas Government Code §§ 552.001-.376. The Proposal and other information submitted to THECB by Respondent are subject to release as public information. The Proposal and other submitted information shall be presumed to be subject to disclosure unless a specific exception applies to disclosure under the PIA. **If it is**

**necessary for Respondent to include proprietary or otherwise confidential information in its Proposal or other submitted information, Respondent must clearly label that proprietary or confidential information and identify the specific PIA exception that applies to disclosure. Merely making a blanket claim that the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire Proposal subject to release under the PIA.**

In order to trigger the process of seeking an Attorney General Opinion on the release of proprietary or confidential information, the specific provisions of the Proposal that are considered by Respondent to be proprietary or confidential must be clearly labeled as described above. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA. Respondent is required to make any information created or exchanged with the state pursuant to the solicitation or contract, and not otherwise excepted from disclosure under the PIA, available in a format that is accessible by the public at no additional charge to the state.

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

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

FERPA. Awarded Respondent agrees to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the implementing federal regulations, 34 C.F.R. Part 99, 1; the Children’s Online Privacy Protection Act (COPPA); and Individuals with Disabilities Education Act (IDEA). Awarded Respondent agrees to protect with reasonable data security procedures any confidential student information it receives or accesses that could make a student’s identity traceable.

It is further understood and agreed that Awarded Respondent shall not be required to access student level or any other FERPA confidential data in order to provide the services required under this SOW, and THECB agrees not to knowingly provide Awarded Respondent with access to such information. Awarded Respondent shall not knowingly view, access, acquire, transfer, copy, or otherwise reproduce any student level or other FERPA confidential data.

Data Security. Awarded Respondent warrants that it has a sound data security program, that, at a minimum, meets industry standards, which protects both data at rest and data in transmission. Awarded Respondent shall ensure that proper

information security controls are in place and shall comply with all requirements and security protocols found in Title 1, Texas Administrative Code, Chapter 202, Texas Cybersecurity Framework Standards, and other applicable laws, including FERPA. Awarded Respondent shall notify THECB of any data breach involving education records, personally identifiable information (PII), or any other confidential or sensitive information *not later than twenty-four (24) hours after discovery of a security incident that may constitute a data breach.*

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

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 purchase order based on the sensitivity of the THECB data.

## **7.5 Technical Documents**

All technical documents developed or procured by Awarded Respondent shall not be proprietary in nature, such that THECB is limited in the use of such documents. If any such documents are proprietary, including training materials, Awarded Respondent must identify such documents and provide THECB with any technical support and training for use of such documents, prior to the transfer of such documents to THECB.

## **7.6 Cybersecurity Awareness Training**

Contractor 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.

**8. Schedule of Events**

**8.1 Calendar of Events**

The solicitation process for this SOW will proceed according to the schedule below. THECB reserves the right to revise this schedule or any portion of this SOW by published addendum on THECB’s website.

| EVENT                                    | DEADLINE                        |
|--|---------------------------------|
| Publication of SOW on THECB’s Website    | May 24, 2022                    |
| Last Day to Submit Written Questions     | June 3, 2022, by 11:30 p.m. CT  |
| THECB’s Response to Written Questions    | June 10, 2022                   |
| Proposal Due Date and Time               | June 23, 2022, by 11:30 p.m. CT |
| Post-Proposal Presentations, if Required | To be Determined                |
| Anticipated Contract Start Date          | September 1, 2022               |

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

**8.2 Point of Contact**

Respondents shall direct all inquiries, written questions, requests for clarification, and communications concerning this SOW to the Point of Contact listed below. Inquiries and comments must reference SOW No. 781-2-26969.

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

Please Note: Ms. Boilard is the only THECB point of contact. Contact or attempted contact with other THECB employees, including Commissioners and their staff, may result in a Respondent’s immediate disqualification.

All THECB responses must be in writing to be binding. Any information THECB deems to be important and of general interest or which modifies requirements of the SOW shall be provided in the form of an addendum to the SOW on THECB’s website.

## 9. Proposal Format and Content (Required)

### 9.1 SOW Attachments

This SOW also includes the following attachment, which is posted on THECB's website:

Attachment A: Conflict of Interest Disclosure Statement (Required)

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

### 9.2 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 SOW No. 781-2-26969, Managed Print Services." 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 SOW and its attachment. Any questions concerning this SOW should be directed to the Point of Contact by the Deadline for Submitting Questions identified in Section 8.1.

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

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

Respondent shall submit four files, one Excel file and three files in Portable Document Format (PDF) as noted below.

- The Excel document shall contain the pricing as described in Section 5.1.
- The first PDF shall contain responses to the following in this order:
  1. Minimum Eligibility Requirements under Section 2. and all subsections of Section 2.
  2. Scope of Work under Section 3. and all subsections of Section 3.
  3. Respondent shall provide a timetable that demonstrate its ability to timely complete the project.
  4. Respondent shall provide at least three references, including contact information. THECB prefers references from clients for whom Respondent has performed similar work, including other state agencies. Do not use THECB or any individuals employed by THECB as a reference.
- The second PDF shall contain the following:
  1. Transmittal Letter: Respondent shall provide a Transmittal Letter addressed to the Point of Contact that identifies the person or entity submitting the Proposal and includes a commitment by that person or entity to provide the services required by THECB through this SOW.

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 SOW No. 781-2-26969 – Managed Print Services.

**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.”
- Regarding Terms and Conditions Acceptance/Exceptions
  - *“Full acceptance of the terms and conditions described in this Statement of Work;”* or
  - *Provide a list of exceptions to the terms and conditions in Respondent’s Transmittal Letter. Any exceptions to this SOW must be specifically noted in the letter. If Respondent takes any exceptions to any provision of this SOW, these exceptions must be specifically and clearly identified by Section and Respondent’s proposed alternative must also be provided. Please note as an agency of the state of Texas, THECB is bound to comply with all applicable state and federal procurement and contract laws.*



Exceptions to required terms and conditions may disqualify the Proposal from further consideration. Respondent cannot take a “blanket exception” to the entire SOW. If any Respondent takes a “blanket exception” to this entire SOW or does not provide proposed alternative language, the Proposal may be disqualified from further consideration.

Any terms and conditions attached to a Proposal will not be considered unless specifically referred to in this SOW and Respondent’s attachment of such terms and conditions to a Proposal may disqualify the Proposal.

Respondents are strongly encouraged to submit written questions during the inquiry period regarding any terms and conditions of this SOW.

The Proposal shall include all information required in this SOW. Respondent is solely responsible for thoroughly understanding the SOW and its attachment. 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. Attachment A: Conflict of Interest Disclosure Statement

The Conflict of Interest Disclosure Statement is required and must be attested to by an unsworn declaration. Respondents shall be neutral and impartial and not advocate specific positions to THECB. Respondents shall identify the extent, nature, and length of these relationships or engagements. Entities having a conflict of interest, as determined by THECB, will not be eligible for contract award.

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

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

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

order. THECB is the sole arbiter of whether a conflict or the appearance of a conflict of interest exists.

THECB encourages Respondents to provide complete disclosure of matters that might be considered a conflict of interest. Completeness of disclosure may be a factor in evaluating Proposals.

Each Respondent must also address how it intends to ensure that no interest arising or potentially arising as a result of its activities or those of its parent, affiliate, or other related entity shall conflict with Respondent's duty should it be selected to provide these services.

THECB may not enter a contract with a person it has employed within the past twelve (12) months. Persons who have been employed by THECB or by another state agency in Texas more than twelve (12) months but fewer than twenty-four (24) months ago shall disclose in the Proposal the nature of previous employment with the state agency and the date the employment ended.

NOTE: THECB, as a state agency, is prevented by the Texas Constitution from indemnifying a Respondent. Respondent is discouraged from including a term in its Proposal that requires THECB to indemnify it. Such a term may result in the Proposal being deemed nonresponsive.

- The third PDF shall be a copy of Respondent's current DIR contract.

### **9.3 Additional Considerations**

- All written deliverables must be phrased in terms and language that can be easily understood by non-technical personnel (e.g., laypersons without subject matter expertise).
- All items of this agreement shall be done in accordance with Awarded Respondent Responsibilities.
- THECB may request oral presentations.

## **10. Proposal Evaluation Criteria**

THECB will review and score Proposals according to the Evaluation Criteria outlined in the table below. The relative weight of each criterion is indicated in the right-hand column.

| Evaluation Criteria Table                             |            |
|---|------------|
| Criterion   | Weight     |
| Timetable Required to Implement by September 16, 2022 | 20         |
| Experience Implementing a Project of Similar Scope    | 20         |
| Price   | 20         |
| Ability to Meet the Requirements in the Scope of Work | 20         |
| Experience, References, and Resumes                   | 20         |
| <b>Total</b>  | <b>100</b> |

THECB will consider best value for the state, as directed by Texas Government Code § 2157.003, when selecting a Respondent, in addition to the Evaluation Criteria above. THECB will be the sole judge of best value. Best Value criteria may include, but is not limited to:

- a) The Proposal that best meets the goals and objective as stated in this SOW;
- b) The Proposal that indicates Respondent’s ability to reliably perform the required tasks/deliverables described in this SOW;
- c) Respondent’s ability to adhere to the schedule and delivery terms (if applicable);
- d) Respondent’s experience in providing services in this SOW;
- e) Past Vendor Performance: In accordance with Texas Government Code §§ 2155.074 and 2262.055, vendor performance may be used as a factor in the award (if applicable); and
- f) Other factors relevant to determining the best value for the state in context of this particular purchase (i.e., certifications/licensure, reference checks, pricing, etc.).

**Award Notice.** If the SOW is awarded, THECB will post a Notice of Award on the Electronic State Business Daily (ESBD) and THECB’s website. However, there is no guarantee that an award, any contract, or purchase order will result from this SOW. **THECB will not respond to inquiries regarding the procurement status.**