

# **Texas Higher Education FOUNDATION**

## Request for Proposals

### **Consulting Services for Technology Innovation and Commercialization Plan**

**No. 2023-01**

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

**Solicitation Post Date:** December 13, 2022  
**Written Questions Deadline:** January 18, 2023, by 11:59 p.m. CT  
**Proposal Deadline:** February 10, 2023, by 11:59 p.m. CT

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## **1. Introduction**

The Texas Higher Education Foundation (THEF) is the official nonprofit partner of the Texas Higher Education Coordinating Board (THECB). THEF's work focuses on raising funds to support partnerships and priorities in support of the state's strategic plan for higher education, *Building a Talent Strong Texas*. THEF is seeking proposals from qualified Respondents to establish a contract for consulting services, in accordance with the requirements contained in this Request for Proposals. The consulting services will provide support to analyze the current state of technology transfer and commercialization at Texas institutions of higher education.

Innovation and talent fuel competitiveness in the global economy. Strong research institutions coupled with a supportive policy environment are fundamental for a robust innovation ecosystem. Texas has the building blocks for success with eleven universities currently designated as Research 1 (R1) institutions, indicating very high research activity and elite academic performance. Nine of the eleven are public institutions, and Texas is tied with California for the highest number of R1 institutions in a state.

To capitalize on the state's assets and ensure its continued competitiveness, THEF and THECB must evolve their understanding of the innovation ecosystem and develop new strategies to promote creative collaborations and foster successful commercialization. Texas universities, industry, and government agencies need to work together in a more strategic and coordinated manner. Doing so will require an intentional focus on research, development, and innovation, which are core tenets of *Building a Talent Strong Texas*. The state of Texas aims to gain a better understanding of how institutions of higher education can serve not only as catalysts for human capital, but also as platforms for economic growth through technology innovation and commercialization.

THEF is seeking a Respondent to provide all the duties and services necessary to analyze the current state of technology transfer and commercialization at Texas institutions of higher education and to develop a statewide plan to strengthen the innovation ecosystem in Texas.

## **2. Minimum Eligibility Requirements**

### **2.1 Experience**

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

## **2.2 Qualifications**

### *2.2.1 Company Profile*

Respondents must demonstrate their knowledge and expertise in innovation ecosystems related to technology transfer and commercialization and collaboration with institutions of higher education, industry, venture capital, and government entities. Respondents' employees and/or subcontractors (proposed project personnel) must have the appropriate background experience to perform the work required under this Request for Proposals (RFP). Respondents must submit a Company Profile outlining their experience and expertise in providing consulting services, including their capability to perform the required services as described in Section 3. Relevant examples may be summarized or included in the Company Profile that reference or demonstrate Respondents' expertise and capability to perform the required services.

The following shall be included with the Company Profile:

- Management team resumes; and
- Key personnel resumes, illustrating the qualifications of each individual (including experience and expertise described above) to perform the services described in this RFP, and estimated time each individual will contribute to this project.

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

Respondents must provide staff who are fully knowledgeable of the work required under this RFP. 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**

Awarded Respondent shall provide consulting services to THEF necessary to analyze the current state of technology transfer and commercialization at Texas institutions of higher education and to develop a statewide plan to strengthen the innovation ecosystem in Texas.

### **3.1 Desired Outcomes**

As a result of the consulting services, THEF aims to accomplish the following:

- Understand best practices for technology innovation and commercialization within institutions of higher education in Texas;

- Develop a statewide strategy to strengthen and to support the growth of technology innovation and commercialization efforts at Texas institutions of higher education, possibly in coordination with THECB; and
- Increase the contribution of Texas higher education towards the growth of Texas' economy statewide and at a local/regional level.

### 3.2 Key Activities and Deliverables

Awarded Respondent will work with THEF and THECB leadership and a statewide Tech Transfer Advisory Council comprised of Texas higher education, industry, and government leaders to:

- **Analyze the current state of technology transfer in Texas:** Review cultures and structures of innovation in Texas higher education as well as partnerships between institutions of higher education and community innovation/entrepreneurship organizations, such as incubators. Analyze the outcomes (e.g., revenue, spin outs, sponsored research projects, minority and/or woman-owned startups, venture capital funding, etc.) of technology transfer and sponsored research efforts in higher education.
- **Benchmark innovation and commercialization efforts at Texas institutions of higher education:** Compare innovation practices and commercialization outcomes between Texas and other benchmark regions/higher education systems in the U.S. Awarded Respondent should identify which benchmark regions (U.S. and global) are the most appropriate for Texas to use for comparison and inspiration. Awarded Respondent shall conduct a gap analysis to help THEF and THECB better understand how the innovation ecosystem in Texas compares to that of regions with demonstrated success in technology transfer.
- **Identify opportunities to strengthen Texas' innovation ecosystem:** Create a statewide strategic plan for Texas to address gaps, build on areas of unique strengths, and capitalize on opportunities to support companies moving to and expanding their presence in Texas, foster more robust start-up ecosystems, attract venture capital, and inspire students to engage in research, development, and innovation activities.
- **Engage key stakeholders in the development of a statewide plan:** Awarded Respondent shall engage THECB's Tech Transfer Advisory Council, comprised of representatives from Texas higher education systems, industry, and funders, on a periodic basis throughout the term of any resulting contract. Council members can inform the development of a statewide plan and support in benchmarking outcomes at Texas institutions of higher education. Awarded Respondent shall also coordinate with THECB affiliates engaging in similar

projects as appropriate to learn from and build on their work, including a policy scan, design of a toolkit, and identification of national best practices for THECB.

## **4. Payment and Pricing Terms**

### **4.1 Pricing**

Respondents must provide pricing information in a separate PDF attachment to be titled "Mandatory Price Sheet." Pricing should be all-inclusive, covering all services listed in Section 3. above, including travel expenses, personnel costs, and all other estimated necessary expenses required in the performance of the engagement.

### **4.2 Payment Terms and Award Summary**

Awarded Respondent agrees not to begin or provide any services until the issuance of an executed contract by THEF. THEF does not guarantee a specific compensation to Awarded Respondent throughout the term of the contract. Awarded Respondent is not guaranteed minimum compensation.

THEF will not apply for credit nor will THEF prepay for services. THEF shall pay, subject to its standard policies and procedures, upon the receipt of properly submitted invoices for the goods and services received.

THEF reserves the right to award the contract to the most qualified Respondent successfully meeting the criteria and conditions as outlined in this RFP. By publishing this RFP, THEF makes no guarantee of a resulting contract award.

### **4.3 Invoices**

Upon completion of services based on the requirements set forth in this RFP, Awarded Respondent may submit an invoice to THEF setting forth amounts due in accordance with the Terms and Conditions of this RFP and the anticipated contract.

To receive payment, Awarded Respondent must submit invoice(s) to the designated THEF Contract Manager(s) set forth in the contract. Prior to any payment being made, THEF shall certify that the goods and services being invoiced have been received and approved for payment by THEF.

### **4.4 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, and that are not already on the contract, may be added. A formal written request may be sent to Awarded Respondent(s) to

provide a proposal on the additional services and Respondent(s) shall submit proposals to THEF as instructed.

THEF may accept or reject any or all proposals and may issue a separate RFP 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. Any resulting contract may be amended only upon the issuance of a written amendment showing the revision(s) prior to the services being provided as agreed, approved, and signed by both parties.

## **5. Contract Term and Termination**

THEF shall pay Awarded Respondent for the reasonable and approved costs incurred by Awarded Respondent in connection with the contract during the period beginning **upon execution** and ending on **January 1, 2024**, unless extended or terminated as otherwise provided for in the contract. Subject to proper approvals, the parties may amend the contract to extend the contract term, provided both parties agree in writing to do so, prior to the expiration date. Any extensions shall have the same terms and conditions, plus any approved changes.

## **6. Terms and Conditions**

See Attachment B, Anticipated Contract.

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

### **7.1 Awarded Respondent Responsibilities**

THEF shall look solely to Awarded Respondent for compliance with all the requirements in this RFP and the resulting contract. Awarded Respondent shall be the sole point of contract responsibility and shall not be relieved of non-compliance of any subcontractor.

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

### **7.2 Family Educational Rights and Privacy Act Confidentiality and Data Governance Provisions**

Awarded Respondent agrees to comply with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and the implementing federal regulations, 34 C.F.R. Part 99; the Children's Online Privacy Protection Act (COPPA); and Individuals with Disabilities Education Act (IDEA). It is understood and agreed that

Awarded Respondent shall not be required to access student level or any other FERPA confidential data to provide the services required under this RFP, and THEF 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.

**7.3 Technical Documents**

All technical documents developed or procured by Awarded Respondent shall not be proprietary in nature, such that THEF 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 THEF with any technical support and training for use of such documents, prior to the transfer of such documents to THEF.

**8. Schedule of Events**

**8.1 Due Date for Proposals**

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

**8.2 Calendar of Events**

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

| <b>EVENT</b>                                     | <b>DEADLINE</b>                     |
|--|-------------------------------------|
| Publication of the Request for Proposals         | December 13, 2022                   |
| Last day to Submit Written Questions             | January 18, 2023, by 11:59 p.m. CT  |
| THEF’s Anticipated Response to Written Questions | January 27, 2023                    |
| Proposal Due Date and Time                       | February 10, 2023, by 11:59 p.m. CT |
| Post-Proposal Presentations if Necessary         | Week of February 20, 2023           |
| Anticipated Award Date                           | No later than March 3, 2023         |
| Anticipated Contract Start Date                  | No later than April 28, 2023        |

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

### **8.3 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. 2023-01.

Candace Misko  
Texas Higher Education Foundation  
[Candace.Misko@highered.texas.gov](mailto:Candace.Misko@highered.texas.gov)

All THEF responses must be in writing to be binding. Any information THEF 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. Any addenda will be posted on THEF's website.

## **9. Proposal Format and Content (Required)**

### **9.1 RFP Attachments**

This RFP includes the following attachments, which are posted on THEF's website:

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

1. Respondent Information;
2. Respondent Acknowledgement; and
3. Signature.

Attachment B: Anticipated Contract (for Reference Only)

Attachment C: Conflict of Interest Disclosure Statement (Required)

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

Proposals must be submitted to the Point of Contact by an authorized representative via email to [Candace.Misko@highered.texas.gov](mailto:Candace.Misko@highered.texas.gov) and received by THEF prior to the deadline. The subject line of the email should be entitled "Proposal Submitted for RFP No. 2023-01." THEF recommends a limit of 75 MB for each attachment.

Proposals shall include all required attachments in the format described herein. THEF will not accept attachments submitted after the proposal deadline. Failure to submit all required information may 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 Point of Contact by the Deadline for Submitting Questions identified in Section 8.2.

Respondents are cautioned to pay particular attention to the clarity and completeness of their proposal. Respondents are solely responsible for their proposal and all documentation submitted. 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 THEF evaluators.

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

**The proposal shall include:**

Respondent shall submit a total of three (3) files in Portable Document File (PDF) format. The following are part of the THEF's administrative review. Failure to submit any items or submitting incomplete items may result in deeming the proposal unresponsive.

- PDF No. 1 – Mandatory Price Sheet – shall include Respondent's pricing as described in Section 4.1 of this RFP.
- PDF No. 2 shall contain responses to the following:
  1. Minimum Eligibility Requirements under Section 2., including its subsections;
  2. Response to Scope of Work under Section 3, including its subsections; and
  3. A minimum of three (3) references, including contact information. THEF prefers references from clients for whom Respondent has performed similar work. Do not use THEF or any individuals employed by THEF as a reference.
- PDF No. 3 shall contain the following three items:
  1. Transmittal Letter

Respondent shall provide a Transmittal Letter addressed to the Point of Contact that identifies the person or entity submitting the proposal and

includes a commitment by that person or entity to provide the services required by THEF through this RFP.

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 RFP No. 2023-01.

The Transmittal Letter must include the following language:

- “The enclosed proposal is binding and valid at the discretion of THEF.”
- “The enclosed proposal is good for ninety (90) days.”

2. Execution of Proposal (Attachment A)

3. Conflict of Interest Disclosure Statement (Attachment C)

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

If Respondent does not have any known or potential conflict of interest, the proposal shall include such a statement.

*Failure to provide either a signed statement on potential conflicts of interest or a signed statement that no potential conflicts exist may 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.

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

THEF 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.

**9.3 Additional Considerations**

- The proposal shall include all information required in this RFP. Respondent is solely responsible for thoroughly understanding the RFP and its attachment. Questions should be directed to the Point of Contact by the Deadline for Submitting Questions.
- All items of the Contract shall be done in accordance with Respondent Responsibilities.
- THEF may request oral presentations.

**10. Proposal Evaluation Criteria**

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

| <b>Evaluation Criteria Table</b>   |               |
|--|---------------|
| <b>Criterion</b>   | <b>Weight</b> |
| <b>Experience and Qualifications, including:</b> <ul style="list-style-type: none"> <li>• Number of years supporting innovation ecosystems particularly in Texas and/or at higher education institutions</li> <li>• Experience working with higher education institutions to grow research, development, and commercialization activities</li> <li>• Expertise in creating statewide strategic plans focused on innovation, economic development, or higher education/workforce development</li> <li>• Ability to perform data analysis and benchmarking related to innovation, technology transfer, and commercialization outcomes</li> </ul> | 75%           |
| <b>Fees and Costs</b>  | 25%           |
| <b>Total</b>   | <b>100%</b>   |

## **11. Additional Instructions**

### **11.1 Accuracy of the Proposal**

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

### **11.2 Cost of Submitting the Proposal**

THEF 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.

### **11.3 Irrevocability of the Proposal**

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

### **11.4 Conflicting RFP Language**

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

**Award Notice.** If the RFP is awarded, THEF will post a Notice of Award on THEF's. However, there is no guarantee that a contract will result from this RFP. **THEF will not respond to inquiries regarding procurement status.**