

Texas Board of Physical Therapy Examiners

1801 Congress Ave, Suite 10.900

Austin, TX 78701

REQUEST FOR PROPOSALS

RFP No. 533-26-20262

PHYSICAL THERAPY PEER-REVIEW CONTINUING COMPETENCE APPROVAL SYSTEM

NIGP Class/Item: 92405-Advisory Services, Educational

RFP Issue Date:	August 28, 2026
Questions Due:	September 11, 2026 4:00 pm CT
Agency Written Answers Provided:	September 18, 2026 4:00 pm CT
Proposal Due Date:	September 30, 2026 4:00 pm CT
Anticipated Commencement Date	January 4, 2027

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SECTION I – GENERAL INFORMATION AND SCOPE OF WORK

1. INTRODUCTION

- 1.1. **The Texas Board of Physical Therapy Examiners (PT Board)** is soliciting proposals from qualified individuals or entities to develop, administer, and maintain a peer-review continuing competence approval system based on the applicable provisions of the Texas Physical Therapy Practice Act and Rules and under the oversight of the PT Board in order to ensure high quality continuing competence opportunities for physical therapists and physical therapist assistants licensed in Texas.
- 1.2. Physical therapists and physical therapist assistants licensed in Texas are required to complete board-approved continuing competence activities in order to renew their license biennially.
- 1.3. Texas Occupations Code, Title 3, Subtitle H, Chapter 453, Section 453.254 authorizes the PT Board to select appropriate organizations to approve continuing competence activities through the request for proposals process.
- 1.4. The PT Board is seeking comprehensive expertise and experience in developing an online management system for the approval process which, at a minimum, will include;
 - 1.4.1. Acceptance of approval applications from sponsors of continuing competence activities or individuals who have participated in continuing competence activities.
 - 1.4.2. Dissemination of completed applications for peer review according to guidelines based on mandatory continuing competence requirements established by the PT Board.
 - 1.4.3. Online search capability for all approved continuing competence activities and accredited providers.
 - 1.4.4. Maintenance of a continuing competence online repository system for licensees to store and track their completed continuing competence.
- 1.5. An individual or entity approved by the PT Board will be authorized to:
 - 1.5.1. Accredit providers according to criteria approved by the PT Board.
 - 1.5.2. Evaluate and approve continuing competence activities including the authority to give, deny, withdraw and limit accreditation of providers and approval of continuing competence activities.
 - 1.5.3. Charge and collect fees for the approval process and accredited provider status.

- 1.6. An individual or entity approved by the PT Board will be required to submit timely reports to the PT Board regarding the administration of the continuing competence approval system.

2. SOLICITATION METHOD AND INTENT

The Request for Proposal (RFP) solicitation method allows qualified respondents to submit a written proposal addressing qualifications, experience, availability, and other applicable factors that will be used to ensure successful completion of the requirements of services requested in this RFP.

3. CONTRACT TERM

- 3.1. Initial Contract Term: The term of this contract/agreement will commence on January 4, 2027 and expire on December 31, 2031. The contract/agreement will not automatically renew.
- 3.2. Contract Extensions: The PT Board may extend the Contract/Agreement for up to six months following the end date for additional time as deemed necessary to secure proposals through the request for proposals process for a new contract/agreement.
- 3.3. Termination:
 - 3.3.1. Termination by Mutual Agreement: PT Board and Contractor reserve the right to terminate contract upon mutual written consent.
 - 3.3.2. PT Board in its sole discretion reserves the right to terminate any resulting contract for convenience with a thirty (30) days written notice to the Contractor.
 - 3.3.3. PT Board in its sole discretion reserves the right to terminate any resulting contract for failure to timely meet all requirements including but not limited to maintaining, administering, updating, and reporting with a thirty (30) day written notice to the Contractor. Contractor is liable for any and all damages and costs incurred by PT Board.
 - 3.3.4. The contract is subject to termination or cancellation, without penalty to the PT Board, wither in whole or in part, subject to the availability of state funds.
- 3.4. Amendments: The contract may be amended in writing by mutual consent of both parties.

4. QUANTITIES

- 4.1. Unless otherwise stated, the resulting contract award does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this solicitation and resulting contract/agreement.
- 4.2. The PT Board reserves the right to award to a single respondent.

5. QUALIFICATIONS AND EXPERIENCE

- 5.1. To be considered to provide services in accordance to this RFP, respondent shall meet the following minimum criteria:
 - 5.1.1. Shall be in the business as an administrator and approver of continuing competence activities.
 - 5.1.2. Shall have a minimum of five (5) years of professional experience providing such services.
 - 5.1.3. Shall be in good financial standing. The PT Board reserves the right to request copies of the respondent's audited or un-audited financial statements.
 - 5.1.4. Shall have available all necessary personnel, skills, qualifications, facilities and equipment required to fulfill all requirements set forth in this RFP and any resulting contract.
- 5.2. Preferred experience:
 - 5.2.1. Experience with a minimum of three (3) projects similar in size and scope to the project described herein.
 - 5.2.2. Experience with the physical therapy profession and physical therapy continuing competence.
- 5.3. Supporting Documentation: Respondent shall include documentation with response submission to support the above qualifications and experience.
 - 5.3.1. Exhibit C - Company Profile.
 - 5.3.2. Exhibit D - Key Personnel
 - 5.3.3. Exhibit E - Past Projects with Corresponding References

- 5.4. The PT Board reserves the right to be the sole judge in determining the sufficiency of the respondent's resources and ability to perform the contract and provide the service.

6. SCOPE OF WORK

The following specifications are required of the contactor for this project:

6.1. Administration:

- 6.1.1. Develop, administer, and maintain a continuing competence approval system including at a minimum:

6.1.1.1. online submission of continuing competence approval applications;

6.1.1.2. dissemination of completed approval applications for peer review;

6.1.1.3. online search capability for approved continuing competence activities and accredited providers; and

6.1.1.4. online repository for storing and tracking of continuing competence completion documents by licensees of Texas.

- 6.1.2. Make applicable change(s) to the system when necessitated by changes to the PT Practice Act/Rules or by direction of the PT Board.

- 6.1.3. Submit quarterly reports on the administration of the approval process to the PT Board to include at a minimum:

6.1.3.1. number of continuing competence activities approved;

6.1.3.2. number of continuing competence activities pending approval;

6.1.3.3. processing time for non-issue applications;

6.1.3.4. processing time for issue applications;

6.1.3.5. types of issues with applications;

6.1.3.6. newly approved accredited providers;

6.1.3.7. course sponsors pending accredited provider status;

6.1.3.8. number and categories of peer reviewers;

- 6.1.3.9. audit results of approved continuing competence activities;
- 6.1.3.10. audit results of accredited providers;
- 6.1.3.11. participation numbers for online repository system;
- 6.1.3.12. updates to continuing competence approval policy manual;
- 6.1.3.13. questions relative to the continuing competence approval system;
- 6.1.3.14. recommendations relative to the continuing competence approval system.
- 6.1.4. Manage all application fee payments through a secured platform/gateway.
- 6.1.5. Maintain records of all continuing competence applications for four (4) years and make records available to the PT Board for review upon request.
- 6.1.6. Develop and maintain a continuing competence approval policy manual for approval by the PT Board.

6.2. Development:

- 6.2.1. The contractor will be responsible for the development of the following components of the continuing competence approval system in conformance with the applicable provisions of the PT Practice Act/Rules and with final approval by the PT Board.

- 6.2.1.1. Course sponsor and individual licensee approval applications for the varied categories of qualifying continuing competence activities pertinent to the physical therapy profession and in the areas of ethics, professional responsibility, clinical application, clinical management, behavioral science, science, or risk management to include at a minimum:

- 6.2.1.1.1. continuing education (CE), i.e.

- 6.2.1.1.1.1. live programs, including webinars;

- 6.2.1.1.1.2. self-study programs, including recorded webinars;

- 6.2.1.1.1.3. regular inservice-type programs over a one-year period.

- 6.2.1.1.2. conferences with concurrent CE courses;

- 6.2.1.1.3. college courses relevant to PT (non-post professional);

- 6.2.1.1.4. publications, i.e.

- 6.2.1.1.4.1. newspaper articles;

- 6.2.1.1.4.2. magazine articles;

- 6.2.1.1.4.3. publication in peer reviewed journals;

- 6.2.1.1.4.4. monographs;
- 6.2.1.1.4.5. single book chapters; and
- 6.2.1.1.4.6. entire book or multiple chapters in a book.
- 6.2.1.1.5. manuscript review for peer reviewed publications;
- 6.2.1.1.6. grant proposal for physical therapy research;
- 6.2.1.1.7. grant review for research pertinent to healthcare;
- 6.2.1.1.8. course development for other health professions;
- 6.2.1.1.9. guest lecturer for other health professions; and
- 6.2.1.1.10. continuing education course development, presentation, or co-presentation.
- 6.2.1.2. Process for awarding continuing competence units (CCUS) based on the standards adopted by the PT Board.
- 6.2.1.3. Process for peer-review of submitted approval applications by subject matter experts (SME).
 - 6.2.1.3.1. SMEs to be selected on basis of the following in physical therapy:
 - 6.2.1.3.1.1. education;
 - 6.2.1.3.1.2. advanced training;
 - 6.2.1.3.1.3. specialization; and
 - 6.2.1.3.1.4. experience.
- 6.2.1.4. Process time for completed applications to be no longer than four (4) weeks.
- 6.2.1.5. Process for awarding accredited provider status to sponsors with past performance of approved continuing competence activities based on criteria established by the PT Board.
- 6.2.1.6. Process for auditing approved courses and accredited providers for compliance with program design.
- 6.2.1.7. Fee schedule for sponsor and individual course approval and accredited provider status.
- 6.2.1.8. Continuing competence approval policy manual.

6.3. Performance

- 6.3.1. Acceptable performance of the administration and development of the continuing competence approval system will be described as part of the Contract/Agreement.
- 6.3.2 Steps to be taken as the result of poor performance will be described as part of the Contract/Agreement.

7. CONTRACTOR REQUIREMENTS

- 7.1. Contractor must have proven experience and expertise in developing and implementing a physical therapy peer-review continuing competence approval system.
- 7.2. Contractor agrees to conduct all services under the awarded contract by and through appropriate communications with PT Board.
- 7.3. Contractor shall provide service in accordance with requirements specified in this RFP and the resulting contract and adhere to the PT Board's terms and conditions in accordance to the rules and regulations set forth in the PT Practice Act/Rules pertaining to continuing competence.
- 7.4. Contractor shall provide all labor, material, and equipment necessary to meet all service requirements specified throughout the term of the contract.
- 7.5 Contractor shall provide online management system consistent with industry accepted standards as to platforms, software, applications, network, tools, etc. in order to maintain an online continuing competence approval management system in a secured environment.
- 7.6. Contractor shall provide a secured payment platform/gateway for collection of fees associated with the continuing competence approval management system.
- 7.7. Contractor shall provide to the PT Board access, via secure login, to approved course list and accredited provider information and to the online continuing competence repository.
- 7.8. Contractor shall be responsible for all costs incurred in the performance of the contract.
- 7.9. Contractor shall comply with all laws, ordinances, statutes and regulations as they pertain to the services requested in this RFP.
- 7.10. Contractor shall not subject any person to discrimination on the grounds of race, color, national origin, religion, sex, age, disability or political affiliation.

- 7.11. Contractor shall not enter into agreement with subcontractors or assign the contract to a differing entity without prior written approval of PT Board.

8. PT BOARD RESPONSIBILITIES

- 8.1. PT Board shall designate an internal point of contact for coordination or services, questions, and reporting upon contract award.
- 8.2. PT Board shall furnish no labor, equipment or facilities unless otherwise explicitly stated in this RFP.
- 8.3. PT Board shall review each component of the work product in progress.
- 8.4. PT Board shall provide suggestions for improvement and inclusion of the work product.
- 8.5. PT Board shall develop and maintain list of continuing competence activities that do not require approval under the peer-review continuing competence approval system.
- 8.6. PT Board shall approve the final peer-review continuing competence approval system.
- 8.7. PT Board shall audit the continuing competence approval system for adherence to the PT Practice Act/Rules and PT Board's directives.

9. ADDING NEW SERVICES TO CONTRACT AFTER AWARD

- 9.1. Following the contract award, PT Board reserves the right to issue a separate solicitation for any additional services requested.
- 9.2. Except as herein provided, no order, statement, or conduct of the PT Board shall be treated as a change under this section.

10. VetHUB SUBCONTRACTING

The PT Board has determined that there are no probable VetHUB subcontracting opportunities for this solicitation.

11. CONTRACT ADMINISTRATION

The PT Board Coordinator will serve as the contract administrator and manager of the resulting contract, if any from this RFP.

12. SCHEDULE OF FEES

- 12.1. Contractor shall be responsible for developing a schedule of fees for continuing competence approval services.

12.1.1. Fee for approval of course(s) submitted by course sponsor to be based on number of assigned continuing competence units (CCUs).

12.1.2. Fee for approval applications submitted by individual licensees who have participated in the continuing competence activity to be a flat fee.

12.1.3. Fee for Accredited Providers status to be an annual or biennial flat fee.

12.2. Fee schedule and any changes to fees shall be approved by the PT Board.

12.3. There shall be no cost incurred by the PT Board for any aspect of the approval process.

SECTION II – PROPOSAL REQUIREMENTS

1. SCHEDULE OF EVENTS

- 1.1. The PT Board intends to proceed according to the following schedule. These dates represent a tentative schedule of events; however, the PT Board reserves the right to change the dates in the schedule of events upon written notification to prospective Respondents via email and through a posting on the Electronic State Business Daily as an addendum.

RFP Issue Date:	August 28, 2026	
Questions Due:	September 11, 2026	4:00 pm CT
Agency Written Answers Provided:	September 18, 2026	4:00 pm CT
Proposal Due Date:	September 30, 2026	4:00 pm CT
Anticipated Commencement Date	January 04, 2027	

2. INQUIRIES

- 2.1. Contact: All requests, questions, or other communications about this solicitation shall be made in writing addressed to the following person:

Randall Glines, Staff Services Officer
Executive Council of Physical Therapy & Occupational Therapy Examiners
1801 Congress Ave, Suite 10.900
Austin, Texas 78701
randall@ptot.texas.gov

Secondary Point of Contact
Nicole Palmer, Staff Services Officer
Executive Council of Physical Therapy & Occupational Therapy Examiners
1801 Congress Ave, Suite 10.900
Austin, Texas 78701
nicole@ptot.texas.gov

- 2.2. Deadline for submission of questions: To provide the PT Board with sufficient time to adequately prepare response to vendor inquiries, all questions must be submitted by the deadline specified in Section II, Subsection I.

3. PROPOSAL CONTENT

- 3.1. General Response Format (mailed submission): Respondent shall submit one (1) original proposal signed in ink and marked as original. Submission shall be on 8-1/2 x 11-inch paper and tab-indexed corresponding to the sections/exhibits listed below, or
- 3.2. General Response Format (electronic submission) Respondent shall submit one (1) original proposal signed in ink and marked as original. Submission shall be on 8-1/2 x 11-inch paper and include a working table of contents corresponding to the sections/exhibits listed below.
- 3.3. Required Response Content: Respondent must include the following documentation with their response submission. ***Failure to submit with response will result in disqualification of the proposal***
- 3.3.1. Exhibit A – Execution of Proposal
 - 3.3.2. Exhibit B – Schedule of Fees
 - 3.3.3. Exhibit C – Company Profile
 - 3.3.4. Exhibit D – Key Personnel
 - 3.3.5. Exhibit E – Past Projects with Corresponding References
- 3.4. Addenda: Respondent shall acknowledge receipt of any addendums generated as part of this solicitation. The Respondents should include the signed and dated addendum(s) with their response submission.

4. PROPOSAL SUBMISSION

- 4.1. All proposals shall be received and date/time stamped by the PT Board personnel prior to 4:00 PM Central Time on the date specified in Schedule of Events located on the cover page, and the place specified in Section II, Subsection 5. Late proposals will not be considered and will be returned unopened.
- 4.2. Proposals shall be placed in a sealed envelope/package or electronically mailed and identified with the correct RFP number, submittal deadline and time. It is the Respondent's responsibility to appropriately mark and deliver the proposal to the PT Board by the specified date.
- 4.3. Receipt of any addenda to this RFP should be acknowledged by returning a signed copy of each addendum to the response.
- 4.4. Respondents to this RFP are responsible for all costs of proposal preparation.

- 4.5. Proposals shall be submitted to the PT Board as noted in Section II, Subsection 5 below.
- 4.6. Telephone and facsimile proposals are not an acceptable response to an RFP
- 4.7. All submitted proposals become the property of the PT Board after the RFP submittal deadline. Responses shall constitute an offer for a period of one hundred twenty (120) days or until selection is made by the PT Board, whichever is earlier.
- 4.8. Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response.

5. DELIVERY OF PROPOSALS

- 5.1. Proposals shall be submitted to the PT Board by one of the following methods:

U.S. Postal Service (USPS)	Overnight/Express	Hand Delivery
Texas Board of PT Examiners Attention: Staff Services Officer 1801 Congress Ave, Ste. 10.900 Austin, TX 78701	Same as USPS	Texas Board of PT Examiners George H. W. Bush Building – 10th Floor 1801 Congress Ave, Ste. 10.900 Austin, TX 78704
	Electronic Mail	
	TX Board of PT Examiners Attn: Staff Services Officer randall@ptot.texas.gov	

- 5.2. Proposals must be date/time stamped in the PT Board's office prior to due date and time.

6. EVALUTION AND AWARD

6.1. Administrative Review:

- 6.1.1. Only complete responses with the required submission documents will be considered.
- 6.1.2. Failure to meet the minimum qualifications and submit the required documentation will result in a response being declared non-responsive.
- 6.1.3. The PT Board reserves the right to reject any or all proposals, and to waive informalities and minor irregularities in proposals received.

6.1.4. No proposal received after the exact date and time specified as the deadline to responses will be considered.

6.2. Evaluation:

6.2.1. Proposals will be evaluated by the PT Board and designated staff.

6.2.2. Each evaluated proposal will be reviewed and scored according to the criteria below:

6.2.2.1. **Respondent's Past Performance** – Respondent must demonstrate experience in developing an online management system for the approval process which, at a minimum, will include

6.2.2.1.1 Acceptance of approval applications from sponsors of continuing competence activities or individuals who have participated in continuing competence activities.

6.2.2.1.2. Dissemination of completed applications for peer review according to guidelines based on mandatory continuing competence requirements established by the PT Board.

6.2.2.1.3. Online search capability for all approved continuing competence activities and accredited providers.

6.2.2.1.4. Maintenance of a continuing competence online repository system for licensees to store and track their completed continuing competence.

6.2.2.2. **Ability to Satisfy Regulatory Needs** – Respondents' ability to meet the regulatory needs of the PT Board based on the respondents' response to each bid specification which, at a minimum, will include:

6.2.2.2.1. Ability to communicate effectively through the use of technology is relevant to this factor.

6.2.2.2.2. Employment of staff with sufficient knowledgeable about required protocols and procedures to ensure regulatory compliance, including confidentiality requirements.

6.2.2.2.3. Employment of a sufficient number of staff to handle caseload with prompt, professional, and accurate services.

6.2.2.3. **Pricing Structure** – Fee schedule commensurate with similar continuing competence approval systems with no cost to agency.

6.2.2.4. **References** – Relevance and quality of references are relevant to this factor.

6.2.3. Respondent's submission shall be evaluated and scored on the weighted system outlined below:

Evaluation Criteria	Weight
Respondent's Past Performance	10%
Ability to Satisfy Regulatory Needs	50%
Pricing Structure	30%
References	10%
Total	100%

6.2.4. The PT Board reserves the right to:

6.2.4.1. Waive any minor or immaterial response requirements noted in the submission process.

6.2.4.2. Reject any and all offers received.

6.2.4.3. Cancel the RFP at its sole discretion.

6.2.4.4. Suspend the request for proposals process.

6.2.4.5. Request Respondents to clarify their offer and submit additional information pertaining to the offer, including issuance of RFP addenda.

6.3. Best and Final Offer (BAFO): The PT Board will determine whether negotiations or Best and Final Offers are necessary and may invite selected Respondents to provide oral presentations of their Proposals.

6.4. Award: The following will be taken into consideration by the PT Board when determining whether or not to award a contract as the result of this RFP:

6.4.1. The right to award to a single contractor, or award to more than one contractor, whichever provides the best value in performance of this service. The PT Board will be the sole judge of best value with best value criteria including but not limited to the following:

6.4.1.1. Best meets the goals and objectives of the solicitation as stated above.

6.4.1.2. Best meets the quality and reliability of the proposed services.

6.4.1.3. Provides the most customer focused solution that will best meet the needs of the PT Board

6.4.1.4. Past performance based upon pass/fail criteria in compliance with TX Gov't Code 2155.074, 2155.075, 2156.007, 2157.003, and 2157.125 if applicable.

6.4.2. The RFP does not commit the PT Board to make an award, nor does it obligate it to pay any costs incurred in preparation and submission of offers or in anticipation of a Contract/Agreement.

6.4.3. Should an award be made, a notice of award and a contract or agreement will be issued by the PT Board.

6.4.3.1. The contract or agreement will be binding.

6.4.3.2. The contract or agreement will be inclusive of the RFP (with all supplements, terms and conditions, appendix, or other attachments), any Addendums to the RFP, and the awarded Respondents response.

6.5. Post Award Meeting: The PT Board reserves the right to schedule a post award meeting, either in person or via teleconference with Contractor(s) at any point after award of the contract. The purpose of the meeting(s) is to:

6.5.1. Discuss terms and conditions of the contract.

6.5.2. Provide additional information regarding the contract if needed.

SECTION III – STANDARD TERMS AND CONDITIONS

1. INTRODUCTION

1.1 Definitions

Terms and acronyms used in this RFP have the meaning set forth in Appendix A.

1.2 Conflicts of Interest

1.2.1 Actual and Perceived Conflicts

- 1.2.1.1 By submitting a Proposal, Respondent represents and warrants that neither it nor its employees and subcontractors have an actual or potential conflict of interest in entering a Contract with the Texas Board of Physical Therapy Examiners (PT Board).
- 1.2.1.2 Respondent also represents and warrants that entering a Contract with the PT Board will not create the appearance of impropriety.
- 1.2.1.3 In its Proposal, Respondent must disclose any existing or potential conflict of interest that it might have in contracting with the PT Board.
- 1.2.1.4 The requirement to disclose any actual or potential conflict of interest will continue during the term of the Contract, and will survive until the end of the recordkeeping requirement in 7.4.
- 1.2.1.5 The PT Board will decide, in its sole discretion, whether an actual or perceived conflict should result in Proposal disqualification or Contract termination.

1.2.2 Current and Former Texas Board of Physical Therapy Examiners Employees

- 1.2.2.1 In addition to the disclosures required above, Respondent must also disclose any of its personnel who are current or former officers or employees of the PT Board or who are related, within the third degree by consanguinity (as defined by Texas Government Code § 573.023) or within the second degree by affinity (as defined by Texas Government Code § 573.025), to any current or former officers or employees of the PT Board.
- 1.2.2.2 Respondents must comply with all applicable Texas and federal laws and regulations relating to the hiring of former state employees (see e.g., Texas Government Code Chapters 572 and 573). Such “revolving door” provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some

former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees' official responsibility.

1.2.2.3 Respondent, by signing this solicitation, certifies that it has complied with all applicable laws and regulations regarding former state employees.

1.2.2.4 Respondent must identify each employee who works for more than one staffing company at any facility and ensure that the employee's cumulative weekly hours worked at all state facilities through any one staffing company does not exceed 40 hours per week.

1.3 Construction of this RFP and the Contract

1.3.1 Global Drafting Conventions

The terms "include," "includes," and "including" are terms of inclusion and enlargement. When used in this Contract these terms should be read as if followed by the phrase "without limitation."

Unless explicitly stated otherwise, any references to "Sections," "Articles," "Exhibits," or "Attachments" are deemed to be references to the Sections, Articles, Exhibits, and Attachments to this RFP and the Contract.

1.3.2 Headings

The Article and Section headings in this RFP and the Contract are for reference and convenience only and may not be considered in the interpretation of this RFP or the Contract.

2. THE RFP PROCESS

2.1 Submitting Questions about the RFP

2.1.1 Respondent will have until the Deadline for Submitting Questions, identified in Section II, 1. Schedule of Events, to submit in writing all questions regarding this RFP.

2.1.1.1. Respondent may only send questions to the Point of Contact.

2.1.1.2. All questions must precisely and specifically cite the RFP section to which the question refers.

2.1.1.3 The PT Board will, at its discretion, answer the questions in a Question and Answer Document posted on the Electronic State Business Daily (ESBD).

2.1.2 Only answers that the PT Board provides in writing are official. Information in any form other than the materials constituting this RFP, the Question and Answer Document, and any RFP addendum is not binding on the PT Board.

2.1.3 All questions submitted to the PT Board must include the identity of the sender, the sender's title, company name, mailing address, telephone number, and facsimile

number or e-mail address, as applicable.

2.1.4 Minor questions for which the answer will not affect the interpretation of the RFP or change the contents of a Proposal (for example, a question regarding delivery of the sealed Proposal) may be answered orally or by e-mail by the PT Board.

2.2 Addenda to the RFP

2.2.1 Should an addition or correction to this RFP become necessary, the PT Board will post an addendum relating the necessary information on the ESBD.

2.2.2 Respondent is responsible for periodically checking the ESBD for addenda or additional information relating to this RFP.

2.2.3 Respondent is required to acknowledge each addendum by returning a signed copy of the addendum with its Proposal.

2.3 Testing and Inspection

2.3.1 The PT Board may test products and services purchased under the Contract to ensure compliance with the specifications of this RFP and the Contract.

2.3.2 The PT Board may also test the products and services before they are purchased under the Contract.

2.4 Accuracy of the Proposal

2.4.1 Respondent's Proposal must be true and correct and must contain no cause for claim of omission or error.

2.4.2 Proposals may be withdrawn in writing at any time prior to the submittal deadline.

2.5 VetHUB Subcontracting Plan Requirements

The PT Board has determined that there are no probable VetHUB subcontracting opportunities for this solicitation so no VetHUB Subcontracting Plan is required.

2.6 Cost of Submitting the Proposal

2.6.1. The PT Board will not reimburse the Respondent for any cost related to its Proposal.

2.6.2 Respondent is responsible for any expense related to the preparation and submission of its Proposal.

2.7 Public Information Act Disclosures

2.7.1 The PT Board is a governmental body subject to the Texas Public Information Act (PIA), Texas Government Code Chapter 552. The Proposal and other information

submitted to the PT Board by the Respondent are subject to release as public information by the PT Board.

- 2.7.2 The Proposal and other submitted information is presumed subject to disclosure unless a specific exception to disclosure under the PIA applies.
- 2.7.3 If it is necessary for the Respondent to include proprietary or otherwise confidential information in its Proposal or other submitted information, the Respondent must clearly label that proprietary or confidential information and identify the legal basis for confidentiality.
- 2.7.4 Merely making a blanket claim that the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire Proposal subject to release under the PIA.
- 2.7.5 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 the Respondent to be proprietary or confidential must be clearly labeled as described above.
- 2.7.6 Any information which is not clearly identified by the Respondent as proprietary or confidential will be deemed subject to disclosure pursuant to the PIA.
- 2.7.7 Respondent will irrevocably deemed to have waived, and Respondent agrees to fully indemnify the State of Texas, the PT Board any claim of infringement by the PT Board regarding the intellectual property rights of Respondent or any third party for any materials appearing in the Proposal.
- 2.7.8 Contractor is required to make any information created or exchanged with a state governmental entity pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in at least one of the following formats that is accessible by the public at no additional charge to the State of Texas or to the PT Board: portable document format (pdf) compatible with the latest version of Adobe Acrobat®; Microsoft Word®; Microsoft Excel®; or, hard copy (paper).
- 2.7.9 If Respondent's Proposal contains any information, which Respondent claims is confidential and not subject to release under the PIA, Respondent must prepare and deliver responses in number and format mutually agreed upon by the PT Board and Respondent.

2.8 Agency Posting of Contracts

Without prior written notice to Respondent, any redacted Proposal submitted under Section 2.7, Public Information Act Disclosures, may be posted on the Texas Board of Physical Therapy Examiner's website as part of the Contract per Texas Government Code § 2261.253(a).

2.9 Irrevocability of the Proposal

2.9.1 The Proposal is irrevocable for 120 calendar days following the Proposal Opening Date and Time identified in Section II, 1. Schedule of Events.

2.9.2 The PT Board may extend this period with Respondent's written agreement.

3. CONTRACT INFORMATION

3.1 Amending the Contract

3.1.1 All alterations, additions, or deletions of the Contract must be in writing and mutually agreed upon by both Parties and put into effect with a Contract Amendment issued by the PT Board.

3.1.2 Respondent will not be entitled to payment for any additional services, work, or products that are not authorized by a properly executed Contract amendment.

3.2 Order of Precedence

3.2.1 In the event of any conflict or contradiction between or among these documents, the Notice of Award, as modified by any Contract Amendments, controls over the RFP and the Proposal.

3.2.2 The RFP, as modified by any Addenda, controls over the Proposal.

3.3 Terminating the Contract

3.3.1 Convenience of the State of Texas

3.3.1.1 The PT Board reserves the right to terminate the Contract at any time, in whole or in part, without cost or penalty, by providing 30 calendar days' advance written notice, if the PT Board determines that such termination is in the best interest of the state.

3.3.1.2 In the event of such a termination, Contractor must, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination.

3.3.2 Cause/Default

3.3.2.1. If Contractor fails to provide the products or services contracted for according to the provisions of the Contract, or fails to comply with any of the terms or conditions of the Contract, the PT Board may, upon written notice of default to Contractor, immediately terminate all or any part of the Contract.

3.3.2.2 Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law or under the Contract.

3.3.2.3 The PT Board may exercise any other right, remedy or privilege which may be available to it under applicable law of the state and any other applicable law or may proceed by appropriate court action to enforce the provisions of the Contract, or to recover damages for the breach of any agreement being derived from the Contract.

3.3.2.4 The exercise of any of the foregoing remedies will not constitute a termination of the Contract unless the PT Board notifies Contractor in writing prior to the exercise of such remedy.

3.3.2.5 Contractor will remain liable for all covenants and indemnities under the Contract.

3.3.2.6 Contractor will be liable for all costs and expenses, including court costs, incurred by the PT Board with respect to the enforcement of any of the remedies listed in this Contract.

3.3.3 Change in Federal or State Requirements

If federal or state laws, regulations, or requirements are amended or judicially interpreted so that either the PT Board or Respondent cannot reasonably fulfill the Contract and if the Parties cannot agree to an amendment that would enable substantial continuation of the Contract, the Parties will be discharged from any further obligations under the Contract.

3.3.4 Purchasing from People with Disabilities Preference

3.3.4.1 Pursuant to Texas Human Resources Code Chapter 122, state agencies must purchase products and services meeting the agency's specifications offered by a Community Rehabilitation Program (CRP) certified by the Texas Workforce Commission (TWC) with recommendations from the Purchasing from People with Disabilities Advisory Committee; or its Central Nonprofit Agency, Work Quest.

3.3.4.2 Should any item(s) awarded under any contract pursuant to this RFP become available from a CRP or through Work Quest during the term of the Contract, the state may cease all use of the awarded Contract immediately upon the availability of such product or service, and may terminate the Contract for some or all of such products or services awarded.

3.3.5 Rights upon Termination or Expiration of Contract

In the event that the Contract is terminated for any reason, or upon its expiration, the Contractor retains ownership of all associated work products and documentation obtained from Contractor under the Contract.

3.3.6 Survival of Terms

Termination of the Contract for any reason does not release Contractor from any liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, and invoice and fees verification.

3.4 Contract Documentation

The Contract will consist of the Notice of Award, Listing of Awarded Items, and any Contract Amendments to these documents issued by the PT Board; this RFP, together with any modifications made through Addenda; and the successful Proposal, together with any clarifications that are submitted at the request of the PT Board.

4. **CONTRACT MANAGEMENT**

4.1 Contract Managers

4.1.1 The Texas Board of Physical Therapy Examiners (PT Board) Contract Manager

The PT Board Contract Manager has the authority to:

1. sign Controlled Correspondence;
2. serve as the day-to-day point-of-contact;
3. coordinate quality control reviews;
4. coordinate meetings with Respondent;
5. investigate complaints;
6. receive requests for substitutions or changes in products or services awarded under the Contract;
7. initiate Contract amendments; and
8. discuss pricing changes.

4.1.2 The Respondent's Contract Manager

Respondent must identify its Contract Manager to the PT Board in writing within 10 days of the issuance of the Notice of Award. Respondent should document all subsequent changes of Respondents Contract Manager through Controlled Correspondence. Respondent's Contract Manager must be someone with the authority to:

1. make decisions regarding the deliverables required by the Contract;
2. sign Controlled Correspondence;
3. serve as the day-to-day point-of-contact;
4. coordinate quality control reviews;
5. coordinate meetings with the PT Board; and
6. investigate complaints.

4.2 Controlled Correspondence

4.2.1 In order to track and document requests for decisions or information pertaining to the Contract, and the subsequent response to those requests, the PT Board and

Respondent will use Controlled Correspondence as discussed throughout this Contract.

4.2.2 The PT Board will manage the Controlled Correspondence for the Contract.

4.2.3 Controlled Correspondence cannot be used to change pricing or alter the terms of the Contract. Controlled Correspondence cannot be the basis of a claim for equitable adjustment of pricing.

4.2.4 Any changes that involve the pricing or the terms of the Contract must be by a properly executed Contract amendment.

4.2.5 However, the Controlled Correspondence process may be used to document refinements and interpretations of the provisions of the Contract, to document the cost impacts of proposed changes, and to document the PT Board-approved changes.

4.2.6 Both Parties will maintain Controlled Correspondence documents as part of the normal status reporting process. Any communication not generated in accordance with this process is not binding upon the Parties and is of no effect.

4.3 Notices and Liaisons

4.3.1 Delivery of Written Notices

4.3.1.1 Both Parties must deliver any required notice in writing to the other Party and to the addresses specified in Section II, 5.1.

4.3.1.2 The Parties deem the notice to have been given immediately if delivered in person to the receiving Party's address.

4.3.1.3 The Parties deem notice to have been given on the date of certified receipt, if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving Party at its specified address.

4.3.2 Notice to Respondent

4.3.2.1 Within 10 days of the issuance of the Notice of Award, Respondent must send the PT Board written notice of the address and contact person for legal notice and Controlled Correspondence purposes.

4.3.2.2 If there is any change to this information during the term of the Contract, Respondent must notify the PT Board by Controlled Correspondence.

4.3.3 Notice to the PT Board

For all purposes under this Contract other than Controlled Correspondence, the PT Board's addresses are as follows:

Mailing Address

Texas Board of Physical Therapy Examiners
Attn: Karen Gordon, PT Coordinator
1801 Congress Ave, Suite 10.900
Austin, Texas 78701
Email: karen@ptot.texas.gov

Physical Address

Texas Board of Physical Therapy Examiners
Attn: Karen Gordon, PT Coordinator
George H.W. Bush Building
1801 Congress Ave, Suite 10.900
Austin, Texas 78701
Email: karen@ptot.texas.gov

4.4 Subcontracting Approval

- 4.4.1 Respondent must perform the Contract with its own resources.
- 4.4.2 In the event that Respondent determines that it is necessary or expedient to execute subcontracts for any of the performances under the Contract, Respondent must submit a VetHUB Subcontracting Plan for prior approval before executing any subcontracts.
- 4.4.3 Respondent must also transmit to the PT Board for review and prior PT Board approval a true copy of the subcontract it proposes to execute with a subcontractor.
- 4.4.4 Respondent, in subcontracting for any performances specified in the RFP or resulting Contract, expressly understands and acknowledges that in entering into such subcontract(s), the PT Board is in no manner liable to any subcontractor(s) of the Respondent.
- 4.4.5 In no event will this provision relieve Respondent of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all terms of this RFP and Contract.
- 4.4.6 Respondent must manage all quality and performance, project management, and schedules for subcontractors.
- 4.4.7 Respondent is solely responsible and accountable for the completion of all work for which Respondent has subcontracted.

4.5 No Implied Authority

- 4.5.1 Any authority delegated to the Respondent by the PT Board is limited to the terms of the Contract.
- 4.5.2 Respondent may not rely upon implied authority and specifically is not delegated authority under the Contract to: (1) make public policy; (2) promulgate, amend, or

disregard the PT Board program policy; or (3) unilaterally communicate or negotiate, on behalf of the PT Board, with any member of the U.S. Congress or any member of their staff, any member of the Texas Legislature or any member of their staff, or any federal or state agency.

4.6 Cooperation with the PT Board

Respondent must ensure that it cooperates with the PT Board and other state or federal administrative agencies, at no charge to the PT Board, for purposes relating to the administration of the Contract. Respondent agrees to reasonably cooperate with and work with the PT Board's contractors, subcontractors, and third party representatives as requested by the PT Board.

4.7 Dispute Resolution

4.7.1 Informal Meetings

The PT Board and Contractor will meet as needed to implement the terms of this Contract and will make a good faith attempt to resolve any disputes informally.

4.7.2 Alternative Dispute Resolution at State Office of Administrative Hearings

4.7.2.1 If the Parties' attempts to resolve their disagreements informally fail, the parties may agree, but are not required, to utilize the non-binding alternative dispute resolution services of the State Office of Administrative Hearings (SOAH) to attempt to resolve their disagreements, claims, or disputes under this Contract. Contractor will pay all costs of the mediation unless the PT Board, in its sole good faith discretion, approves its payment of all or part of such costs.

4.7.2.2 The PT Board or Contractor's participation in, or the results of, any mediation under this subsection or the provisions of this Section will not be construed as a waiver by the PT Board or Contractor of any rights, privileges, defenses, remedies, or immunities available to the parties under this Contract or available to the PT Board as an agency of the State of Texas.

4.7.3 Texas Government Code Chapter 2260

4.7.3.1 The Parties must use the dispute resolution process provided for in Texas Government Code Chapter 2260, as further described in this Section, to attempt to resolve any claim for breach of this Contract made by Contractor.

4.7.3.2 Contractors must submit claims for breach of this Contract that the Parties cannot resolve in the ordinary course of business according to the negotiation process provided in Texas Government Code Chapter 2260, Subchapter B.

- 4.7.3.3 To initiate the process, Contractor must submit written notice, as required by subchapter B, to the PT Board as stated in Section 2260.051. (b)-(c).
- 4.7.3.4 This written notice must specifically state that the provisions of Chapter 2260, subchapter B, are being invoked.
- 4.7.3.5 Compliance by Company with subchapter B is a condition precedent to the filing of a contested case proceeding under Texas Government Code Chapter 2260, Subchapter C.
- 4.7.3.6 The contested case process provided in Texas Government Code Chapter 2260, Subchapter C is Contractor's sole and exclusive process for seeking a remedy for any alleged breach of this Contract by the PT Board if the Parties are unable to resolve their disputes informally.
- 4.7.3.7 Compliance with the contested case process provided in Texas Government Code Chapter 2260, Subchapter C is a condition precedent to seeking consent to sue from the Legislature under Texas Civil Practices and Remedies Code Chapter 107.
- 4.7.3.8 Neither the execution of this Contract by the PT Board nor any other conduct of any the PT Board representative relating to this Contract will be considered a waiver of sovereign immunity.
- 4.7.3.9 The submission, processing, and resolution of Contractor's claim is governed by CPA's published rules, in 34 Tex. Admin. Code Chapter 1, Subchapter F.

4.7.4 Company's Continued Performance

- 4.7.4.1 Notwithstanding any other provision of this Contract to the contrary, unless otherwise requested or approved in writing by the PT Board, Contractor must continue performance and will not be excused from performance during the period any breach of contract claim, dispute or mediation is pending under either of the above processes.
- 4.7.4.1 However, Contractor may suspend performance during the pendency of such claim or dispute if Contractor has complied with all provisions of Texas Government Code § 2251.051 and such suspension of performance is expressly applicable and authorized under that law.

4.7.5 Fraud, Waste, and Abuse

By submitting a Proposal to the RFP, Respondent represents and warrants that it has read and understood and will comply with the State Anti-Fraud Policy, found at: <https://www.comptroller.texas.gov/about/policies/ethics.php> as such Policy currently reads and as it is amended throughout the term of the Contract.

4.8 Renegotiation of Price

- 4.8.1 The PT Board will monitor market prices and prices paid by other governmental entities or other states for substantially similar products and services during the term of the Contract.
- 4.8.2 If the PT Board determines that substantially similar products and services are selling for meaningfully lower prices than the prices established in the Contract, the PT Board may initiate price renegotiations with Respondent and amend the Contract to reflect a new, lower price, if agreed to by the Parties.

4.9 Name Changes and Organizational Changes

- 4.9.1 Respondent must provide the PT Board with written notice by Controlled Correspondence of all name changes and organizational changes relating to Respondent including any merger, acquisition, or sale no later than ten business days of such change.
- 4.9.2 Respondent, in its notice, must describe the circumstances of the name change or organizational change, state its new name, provide the new Tax Identification Number, and describe how the change will impact its ability to perform the Contract.
- 4.9.3 If the change entails personnel changes for personnel performing the responsibilities of the Contract for Respondent, Respondent must identify the new personnel and provide résumés to the PT Board, if résumés were originally required by the RFP.
- 4.9.4 The PT Board may request other information about the change and its impact on the Contract and Respondent must supply the requested information within five working days of receipt of the request.
- 4.9.5 All written notifications of organizational change must include a detailed statement specifying the change and supporting documentation evidencing continued right of Respondent or successor entity, as applicable, to maintain its status as a party to this Contract.
- 4.9.6 The PT Board may terminate the Contract due to any change to Respondent that materially alters the Respondent's ability to perform under the Contract. The PT Board has the sole discretion to determine if termination is appropriate.

4.10 News Releases

- 4.10.1 The PT Board does not endorse any vendor, commodity, or service.
- 4.10.2 News releases pertaining to this transaction and advertisements, publications, declarations and any other pronouncements by the Respondent using any means or media mentioning the State of Texas or the PT Board must be approved in writing by the State of Texas, the PT Board as applicable, prior to public dissemination.

- 4.10.3 Respondent may not send out unsolicited electronic mail or facsimile transmissions to the PT Board without prior written approval of the Contract Manager, regardless of whether the proposed communication specifically references the awarded Contract.

5. FINANCIAL INFORMATION

5.1 Appropriations

- 5.1.1 All obligations of the PT Board are subject to the availability of legislative appropriations and, if expending federal funds, to the availability of the federal funds applicable to the Contract.
- 5.1.2 Respondent acknowledges that the ability of the PT Board to make payments if specified under the Contract is contingent upon the continued availability of funds.
- 5.1.3 Respondent further acknowledges that funds may not be specifically appropriated for the Contract and the PT Board's continual ability to make payments under the Contract is contingent upon the funding levels appropriated for each particular appropriation period.
- 5.1.4 The PT Board will use all reasonable efforts to ensure that such funds are available.
- 5.1.5 Respondent agrees that if future levels of funding for the PT Board are not sufficient to continue operations without any operational reductions, the PT Board, in its discretion, may terminate the Contract, either in whole or in part, in its discretion, may terminate a pending order under the Contract, either in whole or in part.
- 5.1.6 In the event of such termination, the PT Board will not be considered to be in default or breach under the Contract, nor will either be liable for any further payments ordinarily due under the Contract, nor will either be liable for any damages or any other amounts which are caused by or associated with such termination.
- 5.1.7 The PT Board will make best efforts to provide reasonable written advance notice to the Respondent of any such Contract or order termination.
- 5.1.8 In the event of such a termination, Respondent must, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination, either on that particular order if an order is being terminated, or the Contract, if the Contract is being terminated.
- 5.1.9 The PT Board will be liable for payments limited only to the portion of work authorized in writing and which the Respondent has completed, delivered to the PT Board, and which has been accepted by the PT Board .
- 5.1.10 All such work must be completed, per the Contract requirements, prior to the effective date of termination.

5.2 Audit Requirements

- 5.2.1 Pursuant to Texas Government Code § 2262.154, the State Auditor's Office, or successor agency, may conduct an audit or investigation of Respondent or any other entity or person receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract.
- 5.2.2 The acceptance of funds by Respondent or any other entity or person directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.
- 5.2.3 Under the direction of the legislative audit committee, the Respondent or other entity that is the subject of an audit or investigation must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.
- 5.2.4 The Contract may be amended unilaterally by the PT Board to comply with any rules and procedures of the State Auditor's Office in the implementation and enforcement of Texas Government Code § 2262.154.
- 5.2.5 Respondent must ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Respondent and the requirement to cooperate is included in any subcontract it awards.

5.3 Invoicing and Payment Requirements

- 5.3.1 Payment for approval of continuing competence courses and activities will be the sole responsibility of course vendors or sponsors and individual licensees of the PT Board.
- 5.3.2 If applicable, payments will be made in accordance with the Prompt Payment Act, Texas Government Code Section 2251.
- 5.3.3 The payment of invoices is required within 30 days, and any payments later than 30 days will start to accrue interest.
- 5.3.4 The items invoiced must be described in the same fashion as on the PT Board Purchase Order and must reference the Purchase Order number.
- 5.3.5 Each invoice presented must include the PT Board' Purchase Order number, serial numbers (if applicable), the delivery date, the delivery location, and the unit price for each item within a shipment (if applicable).
- 5.3.6 It is the policy of the PT Board to make payment on a properly prepared and submitted invoice within thirty (30) days of any final acceptance of performance under a procurement.

5.3.7 If applicable, the PT Board shall not be liable for any performances rendered or obligations incurred on behalf of PT Board by Respondent before execution of a Purchase Order.

5.3.8 All obligations of the PT Board are subject to the availability of legislative appropriations and, federally funded procurements, to the availability of federal funds applicable to this procurement.

5.3.9 The PT Board will not be in default for nonpayment under this Contract if such appropriated funds or federal funds are not available to the PT Board for payment of PT Board' obligations under this Contract.

5.4 Disputed Invoices

5.4.1 If applicable, Contractor will receive notice of an error in an invoice submitted for payment by not later than the 21st day after the date the invoice was received by the state.

5.4.2 If an invoice dispute is resolved in favor of the Contractor, the Contractor is entitled to receive interest on the unpaid balance of the invoice, beginning on the date the invoice became overdue, pursuant to Texas Government Code § 2251.021.

5.4.3 If a dispute is resolved in favor of the PT Board , Contractor will submit a corrected invoice that must be paid in accordance with Texas Government Code § 2251.021.

5.4.4 The unpaid balance accrues interest if the PT Board does not pay the corrected invoice by the appropriate date.

5.5 Time and Manner of Payment

5.5.1 No payment by the PT Board to Contractor is contemplated by this Contract.

5.5.2 Course sponsors and individual licensees will solely be responsible for all fees payments at the time of submitting an approval application.

5.6 Antitrust and Assignment of Claims

5.6.1 Contractor represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation or institution has:

5.6.1.1 violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or

5.6.1.2 communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract.

5.6.2 Contractor assigns to the State of Texas all of Contractor's rights, title, and interest in and to all claims and causes of action Contractor may have under the antitrust laws of Texas or the United States for overcharges associated with the Contract.

5.7 Debts and Delinquencies

5.7.1 The PT Board is prohibited from issuing any payment to a person or entity that has been reported as having an indebtedness or delinquency to the state.

5.7.2 If applicable, Contractor agrees that, to the extent Contractor owes any debt or delinquent taxes to the State of Texas, the PT Board will apply any payments or other amounts Contractor is otherwise owed under this Contract toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full.

5.7.3 Contractor agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.

5.8 Liability for and Payment of Taxes

5.8.1 The PT Board is exempt from State Sales tax and Federal Excise tax.

5.8.2 The PT Board will furnish Tax Exemption Certificate(s) to the Respondent upon request.

5.8.3 The Respondent must pay all taxes resulting from the RFP and Contract including any federal, state, or local income, sales, excise, franchise, or property taxes.

5.8.4 The PT Board is not liable to reimburse the Respondent for the payment of taxes incurred by Respondent in acquiring any products or services as a part of any work called for in this RFP and Respondent's invoice may not include any amount for such taxes, as long as the PT Board has provided the requested Tax Exemption Certificates.

5.9 Method of Purchase and Vesting Ownership

5.9.1 There will be no outright purchase of the continuing competence approval program by the PT Board.

5.9.2 Ownership remains solely with the vendor.

5.10 No Debt Against the State

The Contract does not create any debt by or on behalf of the State of Texas.

5.11 Travel

5.11.1 Respondent is responsible for any travel or per diem required to perform its obligations under the Contract.

5.11.2 All travel and per diem that the state requests in addition to what the Contract requires the Respondent to provide at the Respondent's expense will be paid in accordance with Texas Government Code, Chapter 660.

6. CONFIDENTIALITY AND SECURITY

- 6.1 Contractor must maintain and protect any information it receives, compiles, or creates as a result of the Contract in accordance with any federal, state, or local laws and regulations that apply.
- 6.2 Contractor must establish a method to secure the confidentiality of records and other information relating to the PT Board in accordance with applicable federal and state laws, rules, and regulations.
- 6.3 The obligations of Contractor under this Confidentiality and Security section will survive this Contract and must be included in all subcontracts.

7. TERMS AND CONDITIONS

7.1 Affirmations

Submitting a Proposal with a false statement is a material breach of contract and the Proposal or the Contract will be void. Respondent will be removed from all bid lists. By submission of a signed Proposal, the Respondent certifies the following.

- 7.1.1 Respondent has not given, offered to give, and does not intend 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 response. Violation of this requirement may result in the termination of the Contract at the PT Board's discretion.
- 7.1.2 Respondent waives any claim against and releases the PT Board, its officers, employees, agents, and attorneys from liability with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by Respondent and determined by the Attorney General or a court of law to be subject to disclosure under the Texas Public Information Act.
- 7.1.3 Respondent will promptly notify the PT Board in the event that any representations and warranties provided in this Contract are no longer true and correct.
- 7.1.4 Respondent acknowledges that all of its representations and warranties contained in any part of its Proposal and this Contract are material and have been relied upon by the PT Board in selecting the Respondent for the award of the Contract.
- 7.1.5 Respondent warrants and represents that all of its statements and representations made to the PT Board prior to being awarded the Contract, and those made during the negotiation of this Contract, are material, true and correct.

7.2 Civil Rights

- 7.2.1 The Respondent agrees that no person will, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under this Contract.
- 7.2.2 Respondent will comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor."

7.3 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

- 7.3.1 The PT Board is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing - Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's System for Award Management (SAM), <https://www.sam.gov>, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated Nationals (SDN) list.
- 7.3.2 Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

7.4 Records Retention

- 7.4.1 Respondent must retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract.
- 7.4.2 Respondent must retain these records for a period of seven years after the expiration of the Contract, or until the PT Board or the State Auditor's Office (SAO) is satisfied that all audit and litigation matters are resolved, whichever period is longer.
- 7.4.3 Respondent will grant access to all books, records, and documents pertinent to the Contract to the PT Board, SAO, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

7.5 Environmental Protection

Respondent must comply with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. § 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1251 *et seq.*).

7.6 Prohibition on Lobbying

7.6.1 Respondent must comply with the provisions of a federal law known generally as the Lobbying Disclosure Act, 2 U.S.C. §1601 *et seq.*

7.6.2 By submitting a Proposal, Respondent certifies that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any federal 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.

7.6.3 It also certifies that Respondent will disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

7.7 Copyrights and Publications

7.7.1 Respondent understands and agrees that, where activities supported by the Contract produce original books, manuals, films, or other original material (referred to in this Contract as “the works”), Respondent may copyright the works subject to the reservation by the PT Board of a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state or political subdivision purposes:

7.7.1.1 the copyright in the works developed under the Contract, and

7.7.1.2 any rights of copyright to which Respondent purchases ownership with funding from the Contract.

7.7.2 Respondent may publish, at its expense, the results of Contract performance with prior PT Board review and approval of that publication.

7.7.3 Any publication (written, visual, or sound) must include acknowledgment of the support received from the PT Board.

7.7.4 Respondent must provide one copy of any such publication to the PT Board.

7.7.5 The PT Board reserves the right to require additional copies before or after the initial review.

7.7.6 Respondent must provide all copies free of charge to the PT Board.

7.8 Certifications

7.8.1 Child Support Obligations

Under Texas Family Code § 231.006, (relating to child support) Respondent, by submitting its Proposal, certifies that it is not ineligible to receive a payments under the Contract and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate.

7.8.2 Franchise Tax Certification

Respondent, by submitting its Proposal, certifies that it is exempt or not delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Texas Tax Code. If Respondent is a qualifying business entity type per Texas Comptroller of Public Accounts guidelines and is not set up in the Texas Franchise Tax system, Respondent must do so prior to contracting with the State of Texas.

7.8.3 Certification Concerning Dealings with Public Servants

Respondent, by submitting its Proposal, certifies that it has not given and does not intend 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 this transaction.

7.8.4 Certification Concerning Financial Participation

Under Texas Government Code § 2155.004, Respondent certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate. Section 2155.004 prohibits a person or entity from receiving a state contract if that person or entity received compensation for participating in preparing the solicitation or specifications for the Contract.

7.8.5 Certification Concerning Hurricane Relief

7.8.5.1 A state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

7.8.5.2 Under Texas Government Code Section 2261.053, Respondent certifies that the individual or business entity named in this proposal 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.

7.8.5.3 Under Texas Government Code Section 2155.006, Respondent certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

7.8.6 Certification Concerning Restricted Employment for Former State Officers or Employees under Texas Government Code § 572.069

7.8.6.1 Respondent certifies that it has not employed and will not employ a former employee of the PT Board or state officer who participated in a procurement or contract negotiation for the PT Board involving Respondent within two years after the state officer or employee left state agency employment or service.

7.8.6.2 This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

7.8.7 Certification Concerning Human Trafficking under Section 2155.0061, Texas Government Code

Respondent, by submitting its Proposal, certifies that there is no financial participation by a person who, during the five-year period preceding the date of the bid or award, has been convicted of any offense related to the direct support or promotion of human trafficking.

7.8.8 Certification Concerning Abortion Provider Prohibition under Section 2272.003, TX Government Code

Respondent, by submitting its Proposal, represents and warrants that the contract is not a taxpayer resource transaction prohibited by Section 2272.003 of the Texas Government Code.

7.8.9. Certification Concerning National Defense and Foreign Adversaries

Respondent certifies that neither it, nor its holding companies or subsidiaries, is:

7.8.9.1. Listed in Section 889 or the 2019 National Defense Authorization Act;

7.8.9.2. Listed in Section 1260H of the 2021 National Defense Authorization Act;

7.8.9.3. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. Section 791.4; or

7.8.9.4. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. Section 791.4.

7.8.10. Certification Concerning COVID-19 Vaccine Passport Prohibition

7.8.10.1. Respondent certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Respondent's business.

7.8.10.2. Respondent acknowledges that such a vaccine or recovery requirement would make Respondent ineligible for a state-funded contract.

7.8.11. E-Verify Program

Respondent certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

7.8.11.1. all persons employed to perform duties within Texas during the term of the contract; and

7.8.11.2. all persons, including subcontractors, assigned by Respondent to perform work pursuant to the contract within the United States of America.

7.8.12. 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 Section 2252.152 of the Texas Government Code.

7.8.13. 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 Section 2155.444(c) of the Texas Government Code.

7.9 Independent Contractor

7.9.1 Respondent is not an employee, officer, or agent of the PT Board for any purpose under this solicitation or Contract.

7.9.2 Respondent is and remains an independent contractor in relationship to the PT Board.

7.9.3 The PT Board is not responsible for withholding taxes from payments made under the Contract.

7.9.4 Respondent may not claim vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind from the PT Board.

7.10 No Assignment by Contractor

Respondent may not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the PT Board.

7.11 INDEMNIFICATION AND LIABILITY

7.11.1 ACTS OR OMISSIONS

7.11.1.1 CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, THE PT BOARD, AND THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND 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 THE CONTRACTOR 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.

7.11.1.2 THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

7.11.1.3 CONTRACTOR AND THE PT BOARD AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

7.11.2 INFRINGEMENTS

7.11.2.1 CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, THE PT BOARD, AND THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF CONTRACTOR PURSUANT TO THIS CONTRACT.

7.11.3 Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

7.11.3.1 Contractor agrees and acknowledges that during the existence of this Contract, Contractor shall be entirely responsible for the liability and payment of Contractor's and Contractor's employees' taxes of whatever kind, arising out of the performances in this Contract.

7.11.3.1.1 Contractor agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation.

7.11.3.1.2 The State of Texas, the PT Board shall not be liable to the Contractor, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and workers' compensation or any benefit available to a state employee or employee of another governmental entity customer.

7.11.3.2 Contractor agrees to indemnify and hold harmless the State of Texas, the PT Board, and their employees, agents, representatives, contractors, and assignees from any and all liability, actions, claims, demands, or suits, and all related costs, attorneys' fees, and expenses, relating to tax liability, unemployment insurance and workers' compensation in its performance under this Contract.

7.11.3.2.1 Contractor shall be liable to pay all costs of defense including attorneys' fees. The defense shall be coordinated by Contractor with the Texas Office of the Attorney General when Texas state agencies are named defendants in any lawsuit.

7.11.3.2.2 Contractor may not agree to any settlement without first obtaining the concurrence from the Texas Office of the Attorney General.

7.11.3.2.3 Contractor and the PT Board agree to furnish timely written notice to each other of any such claim.

7.12 Respondent Liability for Damage to Government Property

7.12.1 Respondent is liable for all damages to government-owned, leased, or occupied property and equipment caused by Respondent and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract.

7.12.2 Respondent must notify the PT Board Contract Manager in writing of any such damage within one calendar day.

7.13 Force Majeure

7.13.1 The PT Board and Respondent will not be responsible for delays in performance under the Contract should it be prevented from performance by an act of war, order

of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the PT Board or Respondent.

7.13.2 In the event of an occurrence under this Section, the PT Board or Respondent (parties) will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the party continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay.

7.13.3 The party will immediately notify the other party by telephone (to be confirmed in writing within five calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

7.14 Buy Texas

In accordance with Texas Government Code § 2155.4441, Respondent must, in performing any services under the Contract, purchase products and materials produced in Texas when they are available at a comparable price and in a comparable period of time to products and materials produced outside Texas.

7.15 Miscellaneous Terms and Conditions

7.15.1 Permits

Respondent will be responsible, at the Respondent's expense, for obtaining all permits or licenses required by city, county, state, or federal rules, regulations, law, or codes that pertain to the Contract.

7.15.2 Electrical Items

All electrical items provided by Respondent to the PT Board under the Contract must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC, or NEMA, or other applicable regulating body.

7.15.3 Executive Head

7.15.3.1 Pursuant to Texas Government Code § 669.003, the PT Board may not enter into a contract with a person who employs a current or former Executive Head of a state agency until four years have passed since that person was the Executive Head of the state agency.

7.15.3.2 By submitting a Proposal, Respondent certifies that it does not employ any person who was the Executive Head of a state agency in the past four years.

7.15.4 Terminated Contracts

7.15.4.1 By submitting a Proposal, Respondent certifies that it has not had a contract terminated or been denied the renewal of any contract for non-compliance with policies or regulations of any state or federally funded

program within the past five years nor is it currently prohibited from contracting with a governmental agency.

7.15.4.2 If the Respondent does have such a terminated contract, Respondent must identify each and provide an explanation for the termination.

7.16 Non-Waiver of Rights

7.16.1 Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future.

7.16.2 No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract operates to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy.

7.16.3 A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

7.17 No Waiver

7.17.1 The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the PT Board or the State of Texas of any immunities from suit or from liability that the PT Board or the State of Texas may have by operation of law.

7.17.2 Nothing in this Contract should be construed as a waiver of the sovereign immunity of the State of Texas or the PT Board. This Contract does not constitute or should not be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or the PT Board.

7.17.3 The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or the PT Board, under this Contract or under applicable law does not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

7.17.4 The PT Board does not waive any privileges, rights, defenses, or immunities available to the PT Board by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract.

7.18 Severability

If any provision of the Contract is for any reason held to be unenforceable, the rest of it remains fully enforceable.

7.19 Applicable Law and Venue

7.19.1 Respondent agrees that the Contract in all respects will be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws.

7.19.2 Respondent also agrees that the exclusive venue and jurisdiction of any legal action or suit concerning the PT Board under this Contract is, and that any such legal action or suit will be brought, in a court of competent jurisdiction in Travis County, Texas.

7.20 Compliance with Laws; Dealing with Public Servants

7.20.1 The Respondent must comply with all applicable laws at all times, including, without limitation, the following:

7.20.1.1 Texas Penal Code § 36.02, which prohibits bribery;

7.20.1.2 Texas Penal Code § 36.09, which prohibits the offering or conferring of benefits to public servants;

7.20.1.3 Texas Government Code § 2155.003, which prohibits the chief clerk or any other employee of the PT Board from having an interest in, or in any manner be connected with, a contract or bid for a purchase of goods or services by an agency of the state or accept from any person to whom a contract has been awarded anything of value or a promise, obligation, or contract for future reward or compensation.

7.20.2 Respondent must give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

7.20.3 Except where otherwise expressly required by applicable laws and regulations, the PT Board is not responsible for monitoring Respondent's compliance with any laws or regulations.

7.20.4 If Respondent performs any work knowing or having reason to know that it is contrary to laws or regulations, Respondent bears all claims, costs, losses and damages caused by, arising out of or resulting.

7.21 Insurance and Other Security

7.21.1 Respondent represents and warrants that it will obtain and maintain for the term of the Contract all insurance coverage if required specifically by Part A of this RFP and generally to ensure proper fulfillment of the Contract and its liabilities thereunder.

7.21.2 Respondent will insure any of its motor vehicles used to fulfill its duties under the Contract and ensure that its subcontractors do the same.

7.21.3 Such insurance must comply with Texas statutory requirements and cover any cargo being delivered to the PT Board.

7.22 Deceptive Trade Practices; Unfair Business Practices

7.22.1 Respondent represents and warrants that it has not been the subject of allegations of Deceptive Trade Practice violations under Texas Business and Commerce Code Chapter 17 or allegations of any unfair business practice in any administrative hearing or court suit.

7.22.2 Respondent represents and warrants that it has not been found to be liable for such practices in such proceedings.

7.22.3 Respondent certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practice violations or allegations of any unfair business practices in an administrative hearing or court suit, and that such officers have not been found to be liable for such practices in such proceedings.

7.23 Immigration

The Contractor represents and warrants that it will comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments.

7.24 Key Personnel Change Management

Respondent agrees that the key personnel assigned to the Contract will remain available for the entirety of the project throughout the term of the Contract as long as that individual is employed by Respondent or unless the PT Board agrees to a change in the key personnel.

7.25 Federal, State, and Local Laws, Regulations, and Requirements

7.25.1 The Contractor must comply with all laws, regulations, requirements and guidelines applicable to a Contractor providing services to the State of Texas as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract.

7.25.2 The PT Board reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for the PT Board or Contractor's compliance with all applicable federal, state, and local laws and regulations.

7.25.3 Contractor will indemnify the State of Texas and will pay all costs, penalties, or losses resulting from Respondent's omission or breach of this Section.

7.26 Taxes

7.26.1 State and Federal Tax Law.

Respondent must comply with all federal and state tax laws and withholding requirements.

7.26.2 Federal Tax Reform Act.

Contractor must demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2s to common law employees.

7.27 Worker's Compensation

7.27.1 Respondent is responsible for both federal and state unemployment insurance coverage and standard Worker's Compensation insurance coverage.

7.27.2 The State of Texas is not liable to Respondent or its employees for any Unemployment or Workers' Compensation coverage or any federal or state withholding requirements.

7.28 No Liability Upon Termination

If this Contract is terminated for any reason, the State of Texas and the PT Board are not liable to Respondent for any damages, claims, losses, or any other amounts arising from or related to termination. However, Respondent may be entitled to the remedies provided in Texas Government Code Chapter 2260.

7.29 Felony Criminal Convictions

7.29.1 Respondent represents and warrants that Respondent has not and Respondent's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Respondent has fully advised the PT Board as to the facts and circumstances surrounding the conviction.

7.29.2 If awarded the Contract, Respondent has a continuing duty to amend, supplement, or correct this representation and warranty not later than ten days after discovering additional information relating to felony criminal convictions of Respondent or any of its employees.

7.29.3 Respondent will not allow any employee convicted of a felony criminal offense to perform tasks related to the Contract without such disclosure and express permission from the PT Board.

7.30 Drug-Free Workplace

Respondent must comply with the applicable provisions of the Drug-Free Work Place Act of 1988.

7.31 Vendor Performance Before and After Award

7.31.1 In accordance with Texas Government Code §§ 2155.074 and 2262.055, vendor performance may be used as a disqualification factor in the award of any Contract resulting from this solicitation.

7.31.2 The PT Board may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor

Performance Tracking System (VPTS) as authorized by 34 Texas Administrative Code § 20.108, the PT Board may examine other sources of Respondent performance including notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts.

7.31.3 Sources of Respondent performance may include any governmental entity, whether an agency or political subdivision of the State of Texas, another state, or the federal government.

7.31.3.1 Further, the PT Board may initiate these examinations of Respondent's performance based upon media reports.

7.31.3.2 Any investigations are at the PT Board's sole discretion, and any negative findings, as determined by the PT Board, may result in a non-award to Respondent. Information pertaining to VPTS is located on CPA's website at:

<https://www.comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/>.

7.31.4 Additionally, per Texas Government Code § 2155.089, the PT Board will review successful Respondent's performance under a Contract resulting from this solicitation after the Contract is completed or otherwise terminated. These reviews and any resulting classification grades will be posted on the Vendor Performance Tracking System as noted in Texas Government Code § 2262.055.

7.32 State of Texas Debarment

In the event that Respondent has repeated unfavorable VPTS performance reviews, repeated unfavorable VPTS grading classifications, or has more than two contract terminations within the preceding three years for unsatisfactory performance, the Texas Comptroller of Public Accounts may bar a vendor from participating in state contracts for a period commensurate with the seriousness of Respondent's action and the damage to the state's interests.

EXHIBIT A – Execution of Proposal

RESPONDENTS MUST COMPLETE AND RETURN THIS EXHIBIT AS THE COVER PAGE TO THEIR PROPOSAL. *Failure to do so will result in disqualification of the proposal.*

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.

RESPONDENT (COMPANY/FIRM): _____

SIGNATURE: _____

NAME (TYPED/PRINTED): _____

TITLE: _____ DATE: _____

STREET: _____

CITY/STATE/ZIP: _____

TELEPHONE NO.: _____

E-MAIL ADDRESS: _____

TEXAS IDENTIFICATION NUMBER (TIN): _____

EXHIBIT B – Schedule of Fees

Respondent Name: _____

RESPONDENT MUST COMPLETE AND RETURN THIS EXHIBIT OR A REASONABLE FACSIMILE WITH THEIR PROPOSAL.

Failure to do so will result in disqualification of the proposal.

Respondent to provide Schedule of Fees for the following:

1. Fee for approval of course(s) submitted by course sponsor to be based on number of assigned continuing competence units (CCUs).
2. Fee for approval applications submitted by individual licensees who have participated in the continuing competence activity to be a flat fee.
3. Fee for Accredited Providers status to be an annual or biennial flat fee.

EXHIBIT C – Company Profile

Respondent must use this exhibit or a reasonable facsimile to clearly demonstrate how they meet the requirements set forth in this RFP. *Failure to return this exhibit or a reasonable facsimile may result in the response submission being considered non-responsive.*

Company Name			
Corporate Headquarters			
Address			
City, State, Zip			
Facility Responsible for servicing contract:			
Address:			
City, State, Zip:			
Contact Person Regarding Company's Submission:			
Name & Title			
Phone & Email Address			
Personnel who will be responsible for management and day-to-day operation of services			
Name & Title			
Phone & Email Address			
Has your company or any of its subsidiaries filed or met criteria for bankruptcy within the last 5 years?			
Has your company or any of its subsidiaries been involved in litigation within the last 5 years?			
Number of years in business:		Number of employees:	
Provide description of industry certifications, if applicable			

EXHIBIT D – Key Personnel

Respondent Name: _____

Respondents must provide a Key Personnel profile for **each** key personnel to be assigned under the resulting contract. Key personnel includes supervisor and service provider(s). *Include all requested information for each key personnel.* Submit Exhibit D, a reasonable facsimile, or resume - not to exceed 1 page for each key personnel. ***Failure to return this exhibit, a reasonable facsimile, or resume may result in proposal being considered non-responsive.***

Key Personnel:

Full Name: _____

Job Title: _____

Total Years Employed by Respondent: _____ Total Years' Experience (in required service): _____

Qualifications and Experience: _____

Specific Education, Training, Certifications: _____

Personnel - Reference 1:

Company Name: _____

Contact/Title: _____

Phone: _____ Service Period: _____

Roles and Responsibilities: _____

Personnel - Reference 2:

Company Name: _____

Contact/Title: _____

Phone: _____ Service Period: _____

Roles and Responsibilities: _____

EXHIBIT E – Past Projects with Corresponding References

Respondent Name: _____

Respondent must use this exhibit or a reasonable facsimile to provide a minimum of three (3) current or past projects (preferred) with corresponding references for projects completed in the past five (5) years that illustrate experience in successfully completing work of a similar scope as the work outlined in this RFP.

Failure to return this exhibit or reasonable facsimile may result in proposal being considered non-responsive.

Reference 1

Company Name:

Company Address:

Contact Name/Title:

Phone/Email Address:

Brief Project Description:

Reference 2

Company Name:

Company Address:

Contact Name/Title:

Phone/Email Address:

Brief Project Description:

Reference 3

Company Name:

Company Address:

Contact Name/Title:

Phone/Email Address:

Brief Project Description:

APPENDIX A – Definitions

The following terms and acronyms have the meaning set forth below.

Addendum – A modification of the specifications issued by the Texas Board of Physical Therapy Examiners and distributed to prospective Respondents prior to the opening of responses;

Best and Final Offer (BAFO) – A formal request made to selected Respondents for revisions to the originally submitted Proposal;

Contract/Agreement – The Contract/Agreement awarded as a result of this RFP and all exhibits thereto. Exhibits will include this RFP, any Addendum issued in conjunction with this RFP, the successful Respondent's Proposal, any BAFO, and subsequent submission by Respondent.

Contractor/Vendor – Respondent whose Proposal results in a Contract/Agreement with the Texas Board of Physical Therapy Examiners.

Customer – State of Texas agencies, institutions of higher education, and cooperative purchasing members, including the Texas Board of Physical Therapy Examiners, that are required or permitted by law to purchase goods and services under contracts/agreements established by Texas Board of Physical Therapy Examiners. The requirements and eligibility of any given state agency, institution of higher education, or other entity to purchase goods and services under Contracts/Agreements established by the Texas Board of Physical Therapy Examiners are subject to exceptions, restrictions, and change in accordance with applicable current or subsequent law and regulation.

ESBD - The Electronic State Business Daily

Party or Parties - Either the Texas Board of Physical Therapy Examiners or Respondent, separately or collectively

Proposal - A response submitted to the Texas Board of Physical Therapy Examiners as a result of this solicitation.

Respondent - Any person or vendor who submits a Proposal in response to this solicitation. Unless the context clearly indicates otherwise, all terms and conditions of this Contract/Agreement that refer to Respondent apply with equal force to Contractor/Vendor.

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