



**TEXAS MEDICAL BOARD  
REQUEST FOR PROPOSAL (RFP)  
RFP: 503-18-33**

**ADMINISTRATION OF COMPUTER-BASED JURISPRUDENCE EXAMINATION**

**WITHOUT EXCEPTION - PROPOSAL MUST BE TIME AND DATE STAMPED BY THE  
TEXAS MEDICAL BOARD  
PURCHASING & CONTRACTS DIVISION BEFORE:  
June 28, 2018, 10:00 a.m. Central Time (CT)**

Pursuant to the Provisions of the Texas Government Code Title 10 Subtitle D Sections 2156.121 – 2156.127, sealed proposals will be received until the date and time established for receipt. After receipt, names, prices and other proposal details may only be divulged after award of a contract, if a contract is awarded.

Pursuant to Section 2155.131 of the Texas Government Code and House Bill 3560, the Office of the Comptroller of Public Accounts has delegated authority to the TEXAS MEDICAL BOARD (“TMB”) to conduct this Request for Proposal and to award a contract for the purposes stated herein.

All proposals must be delivered to TMB’s Purchasing and Contracts Division as required by the instructions within this request. All addenda to and interpretation of this solicitation shall be in writing. The State shall not be legally bound by an addenda or interpretation that is not in writing.

Respondent understands and agrees that no public disclosures or news releases pertaining to this RFP, negotiations, subsequent award, or any results or findings based on information provided or obtained to fulfill requirements of this RFP shall be made without prior written approval of TMB .

**NOTE:** Failure to formalize the terms of the proposal by signing the required documents as stated in section 4.6 will result in disqualification of the proposal. Respondents were selected based on existing contracts with the Department of Information Resources, and the Terms and Conditions of that contract take precedence over all other terms and conditions where a conflict in interpretation may arise. Terms and Conditions in this RFP are not intended to change or supersede the terms and conditions of the DIR contract.

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## Section 1: Introduction

The Texas Medical Board (TMB) is issuing this Request for Proposal (RFP) with the intent of acquiring the services of a DIR contracted vendor to administer a computer-based jurisprudence examination service to applicants for Physician, Physician Assistant, Acupuncturist, Medical Physicist, Perfusionist, Medical Radiologic Technologist, Limited Medical Radiologic Technologist, Non-Certified Radiologic Technician, and Respiratory Care Practitioner licensure, beginning 9/1/2018. These exams are to be professionally administered so prospective licensees can demonstrate their proficiency in the law related to their respective professions.

## Section 2: Background and History

The TMB is a state agency operating under the authority of Tex. Occ. Code Ann., Chapter 151-168. The Board was created in 1837 to protect the public by licensing only those physicians who are properly trained. In addition, TMB receives complaints concerning physicians, investigates such allegations, and carries out discipline against those physicians who warrant restrictions. In 1993, with the creation of the Board of Acupuncture Examiners and the Texas Physician Assistant Board, the TMB was given additional licensing and regulation authority. In 2001, the TMB was given additional licensing and regulation authority over surgical assistants. In 2015, Senate Bill 202 transferred four occupational regulatory programs from the Department of State Health Services (DSHS) to the Texas Medical Board. The four programs are the Medical Physicist program, Medical Radiologic Technologist program, Perfusionist program, and Respiratory Care Practitioner program, all of which are now regulated by the TMB and each occupation's respective board/advisory committee.

Physician, Physician Assistant, Acupuncturist, Medical Physicist, Perfusionist, Medical Radiologic Technologist, Limited Medical Radiologic Technologist, Non-Certified Radiologic Technician, and Respiratory Care Practitioner applicants are required to pass a jurisprudence examination before being granted licensure. In addition, some licensees are required to pass a jurisprudence examination as part of a Board Order.

Further information regarding TMB is available on the TMB website at [www.tmb.state.tx.us](http://www.tmb.state.tx.us).

### 2.1 Quantity of Applications to be administered

Not all applicants are issued a license. The tables below show the numbers of applications received and licenses issued for each profession over the three previous fiscal years (through 08/31/2017). The number of examinations administered to candidates in each profession is usually at least equal to or higher than the number of licenses issued. Not all applicants complete licensure within the same fiscal year that they apply. In the table below, an asterisk (\*) indicates the years in which TMB was not responsible for licensing these professions.

<b>Profession Applications Received</b>	<b>FY17 09/01/2016 – 08/31/2017</b>	<b>FY16 09/01/2015 – 08/31/2016</b>	<b>FY15 09/01/2014 – 08/31/2015</b>
Physician (all types)	5,807	5,846	5,602
Physician Assistant	864	831	845
Acupuncturist	90	75	105
Medical Radiologic Technologist (all types)	3,456	2,933	*
Medical Physicist (all types)	178	134	*

<b>Profession Applications Received</b>	<b>FY17 09/01/2016 – 08/31/2017</b>	<b>FY16 09/01/2015 – 08/31/2016</b>	<b>FY15 09/01/2014 – 08/31/2015</b>
Perfusionist (all types)	45	58	*
Respiratory Care Practitioners	1,020	1,216	*
<b>Total</b>	<b>11,460</b>	<b>11,093</b>	<b>6,552</b>

<b>Profession Licenses Issued</b>	<b>FY17 09/01/2016 - 08/31/2017</b>	<b>FY16 09/01/2015 – 08/31/2016</b>	<b>FY15 09/01/2014 – 08/31/2015</b>
Physician (all types)	4,939	4,307	4,483
Physician Assistant	699	891	676
Acupuncturist	71	75	68
Medical Radiologic Technologist (all types)	2,530	1,221	*
Medical Physicist (all types)	111	56	*
Perfusionist (all types)	35	32	*
Respiratory Care Practitioner	801	436	*
<b>Total</b>	<b>9,186</b>	<b>7,018</b>	<b>5,227</b>

## 2.2 Online Options for Candidates

Previously, licensure applicants did not have an online option. In the period 09/01/14 to 08/31/17, 16738 examinations were administered to licensed applicants at test centers in the following states, provinces, districts, and territories:

### Acupuncture Jurisprudence Examination

<b>Administration State</b>	<b>Number of Examinations Administered</b>	<b>Number of Test Sites</b>
Arkansas	1	1
California	4	24
Colorado	2	3
Florida	1	12
Hawaii	1	1
Indiana	2	6
Montana	1	3
New Jersey	2	5
Nevada	1	2
New York	1	19
Oregon	1	4
Texas	237	23
Utah	1	3
Washington	1	4
<b>Acupuncture Total</b>	<b>256</b>	<b>110</b>

### Physician Jurisprudence Examination

Administration State	Number of Examinations Administered	Number of Test Sites
Alaska	8	1
Alabama	147	66
*Alberta, Canada	7	3
Arkansas	146	3
Arizona	196	3
*British Columbus, Canada	4	3
California	671	24
Colorado	152	3
Connecticut	132	3
DC	43	2
Delaware	32	2
Florida	539	12
Georgia	201	6
*Guam	6	1
Hawaii	38	1
Iowa	63	4
Idaho	8	1
Illinois	459	9
Indiana	125	6
*Israel	1	0
Kansas	60	4
Kentucky	94	2
Louisiana	274	3
Massachusetts	250	7
Maryland	191	4
Maine	21	2
*Manitoba, Canada	4	1
Michigan	327	8
Military Bases	3	4
Minnesota	132	6
Missouri	241	6
Mississippi	75	3
Montana	10	2
North Carolina	278	8
North Dakota	40	2
*Nova Scotia, Canada	1	0
Nebraska	38	3
*Northern Marian Islands	1	1
New Hampshire	25	1
New Jersey	222	5
New Mexico	85	1
Nevada	71	2
*New Zealand	1	0
New York	912	19

Administration State	Number of Examinations Administered	Number of Test Sites
Ohio	412	11
Oklahoma	240	3
*Ontario, Canada	27	6
Oregon	69	4
Pennsylvania	485	12
*Puerto Rico	59	1
*Quebec, Canada	9	1
Rhode Island	34	1
South Carolina	80	3
South Dakota	26	1
Tennessee	228	7
Texas	5581	23
Utah	62	3
Virginia	237	8
Vermont	9	1
Washington	112	4
Wisconsin	112	6
West Virginia	45	2
Wyoming	3	1
<b>Physician Total</b>	<b>14,164</b>	<b>342</b>

\*Out of the country

#### Physician Assistant Examination

Administration State	Number of Examinations Administered	Number of Test Sites
Alabama	22	6
Arkansas	18	3
Arizona	31	3
California	69	24
Colorado	26	3
Connecticut	12	3
DC	2	2
Delaware	4	2
Florida	61	12
Georgia	23	6
Hawaii	3	1
Idaho	2	1
Illinois	32	9
Indiana	20	6
Iowa	1	4
Kentucky	3	2
Louisiana	49	3
Massachusetts	19	7
Maryland	13	4

Administration State	Number of Examinations Administered	Number of Test Sites
Maine	4	2
Michigan	13	8
Military Base	1	4
Minnesota	5	6
Missouri	12	6
Mississippi	1	3
Montana	6	2
North Carolina	38	8
North Dakota	2	2
Nebraska	6	3
New Jersey	8	5
New Mexico	7	1
Nevada	10	2
New York	71	19
Ohio	22	11
Oklahoma	32	3
Oregon	4	4
Pennsylvania	40	12
Rhode island	1	1
South Carolina	7	3
Tennessee	34	7
Texas	1511	23
*United Kingdom	1	0
Utah	12	3
Virginia	21	8
Vermont	1	1
Washington	14	4
Wisconsin	10	4
West Virginia	3	2
<b>Physician Assistant Total</b>	<b>2,319</b>	<b>262</b>

### 2.3 Board Ordered Compliance

The successful completion of the jurisprudence examination is one of the requirements for the licensees who are placed under Board Order due to a violation(s).

Across all Professions Monitored	FY17	FY16	FY15
<b>Board Orders Issued Requiring JP Examinations</b>	60	74	67



## 2.4 Optional Ethics Continuing Medical Education (CME)

On occasion, the Board allows licensees to take the JP examination to earn Ethics CME credit. If this occurs, the number of licensees potentially taking the examination is shown in the table below.

### Current CME Hours Required

Profession	Number of CME Hours Required	Optional Required Ethics	Renewal Period	Estimated Renewals per Fiscal Year
Physician	48 hrs. per renewal	2 Hours	Biennially	40,000
Physician Assistant	40 hrs. per year	1 Hour	Annually	9,009
Acupuncturist	17 hrs. per year	1 Hour	Biennially	600
Medical Radiologic Technologist – General	24 hrs. per renewal	None	Biennially	12,000
Medical Radiologic Technologist – Limited	18 hrs. per renewal	None	Biennially	600
NCT - Registry	12 hrs. per renewal	None	Biennially	2,000
Medical Physicist	24 hrs. per renewal	None	Biennially	325
Perfusionist	30 hrs. renewal	None	Biennially	200
Respiratory Care Practitioner	24 hrs. per renewal	None	Biennially	7,500

## Section 3 Scope of Service

This section addresses the scope of service and provides details about roles and responsibilities; deliverables; schedules of events, performance and service levels; acceptance criteria and assumptions.

### 3.1 Overview

- 3.1.1. Register and schedule eligible applicants for the appropriate examination based on electronic data transmitted Monday through Friday by the agency to the vendor;
- 3.1.2. Deliver reports to the agency on candidate registration errors based on electronic data transmitted Monday through Friday for correction;
- 3.1.3. Register and schedule examinations for licensees who have been ordered by the TMB to take the examination as part of a disciplinary order;

- 3.1.4. Collect examination fees directly from candidates, including ACH and credit cards as approved forms of payment. Vendor will retain the candidate examination fees as the vendor's per-examination delivery charge;
- 3.1.5. Send the candidate a registration confirmation electronically;
- 3.1.6. Send the candidate a receipt of payment electronically;
- 3.1.7. Confirm the identity of candidates by accepting the TMB approved identifying credentials;
  - 3.1.7.1. At check-in, confirm the candidate's identity, or;
  - 3.1.7.2. Prior to online examination, use a secure encrypted transmission;
- 3.1.8. Administer examinations by computer or at an examination location. Each examination should consist of a random selection of questions that are pulled from the appropriate category of the item banks listed below:
  - 3.1.8.1. Physician,
  - 3.1.8.2. Physician Assistant,
  - 3.1.8.3. Acupuncturist,
  - 3.1.8.4. Medical Radiologic Technologist (all types),
  - 3.1.8.5. Medical Physicist,
  - 3.1.8.6. Respiratory Care Practitioner, and
  - 3.1.8.7. Perfusionist.
- 3.1.9. Preserve and retain candidates' examination responses and the type of examination they completed, account of back up procedures enforced and related scheduling data.

The above should not be considered an exhaustive list of tasks that the awarded vendor will be expected to perform.

### **3.2 Examination Requirements**

Examination requirements encompass the administration of the examination at physical and/or online locations, including the specification on how examination questions will be updated. The following specifications provide more detail on the TMB's requirements.

- 3.2.1. Locations
  - 3.2.1.1. The examination can be administered at testing centers or online or a combination of both. The requirements for each are listed below.
    - 3.2.1.1.1. In person at testing centers.
    - 3.2.1.1.2. Provide-nationwide testing centers at which to administer the examination;
    - 3.2.1.1.3. Testing Center identification validation – See section 3.2.5.1 for specifics
    - 3.2.1.1.4. The testing center shall be ADA Compliant (see Rehabilitation Act, Section 508). Assistance for candidate with disabilities must be provided;
    - 3.2.1.1.5. If physical testing centers are the vendor's preferred test administering solution, provide either;
      - An online option for those who are unable to come to a testing center to test or:

- A secure test environment that will have specific ADA accommodations requested by the candidate;
- 3.2.1.1.6. Provide a list of testing centers available to the candidate upon request;

3.2.2. Online

- 3.2.2.1. Validate the candidate’s identity throughout the examination. See section 3.2.5.2 Online Identity Validation;
- 3.2.2.2. Provide an examination that is ADA compliant;
- 3.2.2.3. Provide secure communications for taking the examination;
- 3.2.2.4. Provide technical support for the candidate during testing;
- 3.2.2.5. Provide standard (at a minimum) fraud prevention measures. Example: Provide a warning to candidate that the examination will end if they open another web browser;
- 3.2.2.6. Provide a time limit warning for the candidate as the time allotted is set to expire;

3.2.3. Examination Questions – Details by Profession (see table 1 below)

- 3.2.3.1. The vendor must allow the TMB staff to test the examination and approve the final version prior to implementation;
- 3.2.3.2. Provide an ongoing testing environment for use by the TMB staff to monitor and review each exam for accessibility, compliance and accuracy;
- 3.2.3.3. Store all candidate data, including examination results and questions from respective item banks;
- 3.2.3.4. Utilize a system that allows the agency to update item banks as needed,
- 3.2.3.5. Allow for multiple categories of questions within each profession;
- 3.2.3.6. Allow for each exam to contain a minimum and maximum number of questions drawn from each category;
- 3.2.3.7. Allow for each exam to contain specific (static) questions from the bank of questions;
- 3.2.3.8. Allow for insertion of trial questions in addition to the regular examination questions;
- 3.2.3.9. Allow candidates the option to answer the trial questions; report results separately to the agency;
- 3.2.3.10. The agency will initially provide the vendor question sets of between 75 and 250 multiple-choice items, in an Excel spreadsheet format, to be added to each profession’s examination item bank;
- 3.2.3.11. Allow agency to add candidate survey questions at the end of the exam (maximum of 15 questions);
- 3.2.3.12. Candidates will need to earn a score of at least 75 in order to pass the Jurisprudence Examination (JP).

<b>Profession</b>	<b># of Bank Questions</b>	<b>Categories (sub banks)</b>	<b># of Test Questions</b>	<b>Score to Pass</b>
Physician	250	5	50	75
Physician Assistant	250	5	50	75
Acupuncturist	75	2	25	75
Medical Radiological Technologist (all types)	75	2	25	75

<b>Profession</b>	<b># of Bank Questions</b>	<b>Categories (sub banks)</b>	<b># of Test Questions</b>	<b>Score to Pass</b>
Medical Physicist	75	2	25	75
Perfusionist	75	2	25	75
Respiratory Care Practitioner	75	2	25	75

**Table 1 – Exam Question Details by Profession**

**3.2.4. Examination Administration**

- 3.2.4.1. Candidates are allowed 60 minutes to complete the examination;
- 3.2.4.2. Time required by the vendor to complete processes for check-in and examination result reporting do not count against the 60 minute time limit;
- 3.2.4.3. Licensure applicants are allowed unlimited attempts to take the examination within a period of one year;
- 3.2.4.4. Candidates who have a board order to re-take the examination will have one year to take the examination after the board order has been finalized and are allowed three attempts to complete the examination, unless otherwise specified by the TMB;
- 3.2.4.5. Cancelling, rescheduling or failing to show up for an examination does not count as an examination attempt;
- 3.2.4.6. Sitting for an examination counts as an examination attempt.
- 3.2.4.7. Candidates must be determined eligible before the vendor can schedule them for an examination.

**3.2.5. Reporting;**

- 3.2.5.1. Provide the TMB with the ability to query vendor database to view candidate’s registration information;
- 3.2.5.2. Provide, upon request, summary test data to the TMB for the purpose of analyzing the examination and it’s examination items;
- 3.2.5.3. Provide the TMB with the ability to run standard summary reports on examination data, including but not limited to:
  - 3.2.5.3.1. Optional survey results
  - 3.2.5.3.2. Registration history
  - 3.2.5.3.3. No-show reports
  - 3.2.5.3.4. Cancellation reports
  - 3.2.5.3.5. Provide an ad-hoc reporting exchange
- 3.2.5.4. Provide the IP addresses of candidates to determine location and time the candidate took the examination and check for irregularities;
- 3.2.5.5. Report the number of attempts and any irregularities caused by failed eligibility and security authentication. It is the vendor’s responsibility to track the number of attempts and determine eligibility. Candidates must be determined eligible before the vendor can schedule them for an examination.

**3.2.6. Identity Validation – It is the vendor’s responsibility to verify the identity of the candidate. A candidate’s identity must be verified before the vendor can schedule them for examination at a testing center or online. The vendor must accept the following, approved by the Texas Medical Board:**

- 3.2.6.1. Testing Center
  - 3.2.6.1.1. A candidate taking an on-site exam will have to present official, picture bearing documents, validating their name along with their candidate ID.
  - 3.2.6.1.2. TMB will provide a list of required documents and other requirements to the awarded vendor.
- 3.2.6.2. Online
  - 3.2.6.2.1. The candidate will provide their TMB candidate ID. The candidate's first, middle and last name must match the candidate registration information that was provided by the TMB.
  - 3.2.6.2.2. As part of registration process, the awarded vendor will ask candidates identity questions from a list of TMB provided questions. The candidate answers must match in order to accurately identify the candidate and prevent fraud.
  - 3.2.6.2.3. Prior to the start of the exam and at least 3 times during the exam, the candidate will be prompted to provide answers to identity questions. The identity questions and answers are the same as in those required in Section 3.2.6.2.

### **3.3 Implementation**

Implementation covers all requirements associated with configuration, setup, testing of the system, and ensuring examinations start on time and there is no lapse in administering exams to candidates and licensees.

- 3.3.1. The vendor is required to provide a scheduled project plan to the Texas Medical Board which will include:
  - 3.3.1.1. Conduct an in person Project Kick-Off meeting with the TMB Staff and provide an outline of implementation activities and schedule;
  - 3.3.1.2. Program identification configuration and setup requirements;
  - 3.3.1.3. Development of program setup/configuration schedule;
  - 3.3.1.4. Processing system setup and configuration for all TMB programs;
  - 3.3.1.5. Delivering TMB configuration for internal system testing;
  - 3.3.1.6. Delivering TMB configuration to production environment;
  - 3.3.1.7. A process for importing client candidate demographic and eligibility data;
  - 3.3.1.8. A program launch date and begin accepting reservations for new exams;
  - 3.3.1.9. Continuous program maintenance. TMB will provide revised exam content in ready-to-publish form.
- 3.3.2. The vendor is required to provide the TMB Project Manager with weekly written progress reports of this implementation. These reports are due to the TMB Project Manager by close of business on each Friday throughout the life of the implementation. The progress report shall cover the following items.
  - 3.3.2.1. All work performed and completed during the week
  - 3.3.2.2. All work to be performed during the subsequent week;
  - 3.3.2.3. The identify any problems encountered or still outstanding with an explanation of the cause and resolution of the problem or proposed resolution and the expected resolution date.
- 3.3.3. The vendor will be responsible for conducting weekly status meetings with the TMB Project Manager. The meetings can be in person or over the phone at the discretion of the TMB Project Manager;
- 3.3.4. Manage implementation status using standard project tracking and reporting tools.

- 3.3.5. Allow for a testing period to ensure that the TMB software and databases are compatible with the vendor's database and to confirm, prior to the first day of service to all candidates, that they are working properly;
- 3.3.6. Allow for additional licenses [Medical Radiologic Technologist; General, Medical Radiologic Technologist; Limited, Non-certified Technologist General Registry; Medical Physicist; Perfusionist; Respiratory Care Practitioner] to be added after contract start date with new vendor;
- 3.3.7. Update and correct all examination questions upon request by the Texas Medical Board to include questions for Physicians, Physician Assistants, Acupuncturists, Medical Radiologic Technologist – General, Medical Radiologic Technologist – Limited, Non-certified Technologist General Registry, Medical Physicist, Perfusionist, and Respiratory Care Practitioners;
- 3.3.8. Vendors modifications will be considered but must be submitted with the vendor's response. Minor modifications may be made during contract negotiation or implementation, if the agency approves.

### **3.4 Data Management and Exchange**

The TMB licensing system will export and import appropriate data to provide for automated updating of exam status for each licensee. This section list Texas' and TMB's requirements for data management and exchange.

- 3.4.1. The vendor is responsible for the preservation of all data questions and answers for historical reference. The time period is the life of the contract, plus two (2) additional years.
- 3.4.2. The agency will initially provide a data file, containing all eligible candidates, to the vendor electronically;
- 3.4.3. After the initial load, the agency will provide (Monday through Friday) a data file, the contents of which will be limited to new candidate data and any modifications to existing candidate data;
- 3.4.4. The vendor is responsible for uploading and downloading the data through the TMB gateway, which supports multiple protocols;
- 3.4.5. The selected vendor will conform to the State of Texas Security policies and procedures for handling data. The vendor must ensure that no personally identifiable or private information collected will be used, sold or shared by the vendor for any purpose other than the intended purpose of administering the licensee's jurisprudence examination;
- 3.4.6. In the event of a security breach in vendor's computerized systems, where any data, is disclosed:
  - 3.4.6.1. The vendor is responsible for following Business and Commerce Code Section 521.053, Notification Required Following Breach of Computerized Data.;
  - 3.4.6.2. The vendor shall notify TMB, even if no data provided by TMB, its applicants or licensees is disclosed.
  - 3.4.6.3. Failure on the part of the vendor to comply with security standards may lead to the suspension or termination of this contract;
  - 3.4.6.4. If a security breach occurs on the part of the TMB and is determined to be the fault of the agency, the selected vendor will not be held liable;
- 3.4.7. Vendor will be responsible for securing backup and preservation of any data within its control that does not reside in the TMB data center;
- 3.4.8. Vendor will provide a technical contact name, e-mail address and phone number that can be used by the TMB seven days a week between 8:00AM and 5:00PM to address technical issues with the data exchange;

- 3.4.9. Upon termination of the contract, the vendor, at the request of the Texas Medical Board, will return or destroy all Texas Medical Board information and provide written certification of return or destruction of this data within 24 hours;
- 3.4.10. Eligible candidate data, candidate demographic data, examination data results, examination detail data for each license program, and fiscal year reports requested by the agency must be made available by the vendor to the agency on a daily basis;
- 3.4.11. Prior to the time of implementation, the vendor must have in place a backup and recovery process (tested and approved by the agency) of all data that is housed on behalf of TMB;
- 3.4.12. In addition to the daily batch data exchange, provide the TMB with the interactive ability to add or modify candidate data;
- 3.4.13. All data fields in each file will be pipe (|) separated. Appendix A contains the files and data fields for all data fields.

### **3.5 Customer Service**

The awarded vendor will provide excellent customer service, for both TMB and all exam candidates.

- 3.5.1. The vendor must provide technical support to the candidates' registration and examination session issues at testing centers;
- 3.5.2. The vendor must provide telephone and email support for candidates' use in order to resolve online session issues;
- 3.5.3. The vendor must provide an online FAQ guide for online examination sessions;
- 3.5.4. The vendor must establish and provide TMB with their procedures for the handling of examination irregularities and candidate complaints regarding the administration of the examination;
- 3.5.5. The vendor must notify the TMB of any examination irregularities, whether they occur at a testing center or as part of the administration of the online version.

## **Section 4 Respondent's Proposal Requirements**

Offers submitted in response to this RFP must comply with the following format.

### **4.1 Project Plan**

The proposal should include a project plan that provides a detailed description of the process by which they will perform the requirements identified in Section 3 Scope of Service. The Respondent should also include a plan for implementation, timelines, milestones, scheduled maintenance that will occur upon implementation of the Jurisprudence Exam LMS and the security methods they will implement as discussed in section 6.4.

### **4.2. Test Platforms**

The Respondent may provide testing centers or host online testing or a combination of both. The Respondents plan must include the following:

- 4.2.1. Testing Center Requirements (if applicable)
  - 4.2.1.1. Provide the number and geographic locations (city, state/province, country) of test centers and the days and hours of operation;
  - 4.2.1.2. Provide the number of candidate seats available per center;
  - 4.2.1.3. Provide detailed information on computer equipment/configuration at each testing center;

- 4.2.1.4. Provide the number of proctors available at each center;
- 4.2.1.5. Provide information on the procedures and equipment configuration used to ensure examination integrity at each center;
- 4.2.1.6. Provide the methods used to ensure identity of testing candidates;
- 4.2.2. Online Testing Requirements (if applicable)
  - 4.2.2.1. Provide browsers and versions supported;
  - 4.2.2.2. Provide browser plugins required if applicable;
  - 4.2.2.3. Provide minimum internet connection speed requirements;
  - 4.2.2.4. Provide information on security measures used to ensure identity of test candidates;
  - 4.2.2.5. Provide information on registration methods available to candidates;
  - 4.2.2.6. Provide candidate rescheduling requirements, fees and process
  - 4.2.2.7. Provide information on candidate notification of test scores

### **4.3 Costs**

The Respondents must provide a firm fixed price for completing the services described in the request for proposal, which must include all costs associated with the pricing of the project, including any travel and out-of-pockets expenses. Respondents must provide a basis for pricing that details how the firm fixed price was determined and the underlying assumptions supporting the price proposed. This cost analysis should also include the following, but not be limited to:

- 4.3.1. Include any and all development and implementation costs related to the fulfillment of this RFP;
- 4.3.2. Cancellation policy and fees that may impact a testing candidate;
- 4.3.3. Provide a fee schedule for changes requested by the TMB after initial implementation, including but not limited to: test file preparation, revision to item pool, test publishing, special accommodations (ADA), and any other administrative fees.

### **4.4 Timelines**

The Respondent will provide the TMB with timelines and schedules for the following:

- 4.4.1. Development time required from award to implementation;
- 4.4.2. Processing time from receipt of uploaded data to availability for examination;
- 4.4.3. Processing time needed to provide examination results upon completion of exams by candidates, and at what point examination report cut offs will occur;
- 4.4.4. Schedule of reports delivery (see section 3.2.4.2);
- 4.4.5. Processing time from TMB request for data to delivery.

### **4.5 Retention, Preservation and Security Measures**

- 4.5.1. Security measures used to ensure integrity of the item banks;
- 4.5.2. Backup policies and procedures regarding all banks, testing and scheduled testing data;
- 4.5.3. Plan for the retention of examination data used in the administering of each examination including item bank questions used and candidates' responses;
- 4.5.4. Provide procedures used to investigate, document and notify the TMB of testing center irregularities;
- 4.5.5. Provide procedures for handling candidate support;
- 4.5.6. Provide procedures for handling candidate complaints regarding examination delivery.



## 4.6 Proposal Submission Formats

***Respondents are cautioned to pay particular attention to the clarity and completeness of their proposals to Section 3 Scope of Service. Each Respondent is solely responsible for its thorough understanding of the RFP, including all attachments and forms.***

The response requirements are listed below:

- 4.6.1. Submissions will be in the form of one (1) original hard copy;
- 4.6.2. Submissions will also include six (6) CD copies. In which all submitted files will be in Adobe Acrobat PDF format;
- 4.6.3. Submissions will be in this format:
  - Letter of Transmittal, limited to two (2) pages that must include
    - A brief statement of Respondents understanding of the work to be done
    - The names, titles and addresses, e-mail address and telephone numbers of individuals who are authorized to make representations on behalf of the Respondent
    - A statement indicating which vendor, if multiple vendors are jointly part of this proposal, intends to act as prime point of contact for proposal questions, delivery and maintenance of the vendor’s proposal
    - Statement that the person signing the RFP documents is authorized to legally bind the Respondent
    - Signature of person(s) legally binding the Respondent
  - Title Page – that must include:
    - ADMINISTRATION OF COMPUTER-BASED JURISPRUDENCE EXAMINATION
    - RFP No. 503-18-33
    - Name and address of the Respondent
  - Table of contents - Should be included to reference response contents to the appropriate sections of this RFP
  - Project Plan – Covering all development; timelines, milestones, and implementation schedule, and security methods (see section 6.4).
  - Executive Summary, limited to five (5) pages and must provide concise summarization of the services being offered to meet the TMB’s needs, the Respondent’s approach to providing the services, documentation as to why the Respondent is best qualified to perform this service and a statement that the Respondent will provide the services described in this RFP.
  - Statement of Costs to Fees, limited to two (2) pages and must clearly define development/implementation costs and justification for costs that will be reflected in the resulting fees for examinations.
  - Execution of Proposal – Form A
  - Three (3) References – Form B.
  - Attachment A – Hub Subcontracting Plan
- 4.6.4. Telephone or facsimile proposals are NOT acceptable;
- 4.6.5. All materials will be packaged in a seal envelope;
- 4.6.6. The sealed envelope will clearly state: “RFP 503-18-33”;
- 4.6.7. All materials will be mailed or delivered to:

Mailing address:

Physical address:

Texas Medical Board  
P.O. Box 2018  
Austin, TX 78768-2018

Texas Medical Board  
333 Guadalupe St, Tower 3, Suite 610  
Austin, TX 78701

***Upon receipt, TMB will date and time stamp the envelope.***

- 4.6.8. All submissions must arrive at TMB by the date and time listed in Section 4.7, no exceptions of any kind will be made for late deliveries;
- 4.6.9. All Respondents are responsible for all costs of proposal preparation;
- 4.6.10. TMB will not accept a proposal that bears a copyright;
- 4.6.11. Proposals will be subject to the Texas Public Information Act, Texas Government code, Chapter 552 and may be disclosed to the public upon request. Therefore, any confidential information, trade secrets or other information must be clearly marked as **“CONFIDENTIAL” on the page where it appears.** Such marking shall be in boldface type as at least **14 point font.**

#### **4.7 Schedule**

The timetable of events is listed below.

Distribute RFP to Vendors base on Applicable DIR Contracts	6/6/2018
Deadline for Submission of Questions to TMB	6/22/2018
Proposal Response Deadline	6/28/2018 10:00 a.m.
Response Opening	6/28/2018 10:01 a.m.

The TMB reserves the right to change the dates in the schedule of events above upon written notification to prospective Respondents.

#### **4.8 Proposal Materials Evaluation**

The award will be made to the Respondent whose proposal provides the best value for the state of Texas and is in the best interest to the state and its residents.

The TMB will do an initial responsiveness screening of the proposals received to verify compliance with the requirements of this RFP. This includes:

- Receipt of proposals within the deadline as stated in Section 4.7
- Required signatures on all documents
- Inclusion of all of section 4 requirements

The remaining proposals will be evaluated and the criteria that will be considered are listed below with their relative weights for each criterion:

<b>Criteria</b>	<b>Weight</b>
Convenience and ease of use for agency and candidates, including but not limited to registration, test taking, and reporting options	30%
Reasonableness of cost for development and implementation	25%
Respondent has demonstrated understanding of, and demonstrated competence with, computer-based examinations	20%
Respondent's experience, past performance, and demonstrated reliability in administering and delivery of computer-based examinations	10%

Respondent has demonstrated understanding, ability, and experience in TMB standards for transfer protocols and data exchange formats	10%
References	5%

The TMB specifically reserves the right not to award to any Respondent that the TMB considers non-responsive and/or to make no award at all.

#### **4.9 Roles and Responsibilities**

The company and staff must have successful record of accomplishment in performing the work required. Vendor will provide to TMB a list of personnel that will be assigned specific roles and responsibilities. This list should include name, responsibility, contact phone and email address and the hours of availability.

The awarded vendor is preferred to have ten (10) years' experience in providing testing for different clients including governmental agencies.

A company offering an online option is preferred to have an operations management team with ten (10) years' experience operating online testing systems.

The project manager must have 5 years experience implementing online systems.

The awarded vendor shall warrant that all persons assigned to the project shall be employees or subcontractors of the Respondent, and shall have a clear criminal record unless written approval is obtained by the TMB.

Replacement of key personnel shall be with personnel of equal or greater ability or qualifications and approved by the TMB.

TMB Roles and Responsibilities will be provided to the awarded vendor at the time the award letter is sent to the vendor.

For the purpose of this RFP, the sole point of contact for this proposal is as stated below. Respondents shall make no contact with other TMB personnel prior to the award. Failure to comply with this requirement will result in disqualification.

Contact: Liz Kaska, CTPM, CTCM  
 E-mail: [purchasing@tmb.state.tx.us](mailto:purchasing@tmb.state.tx.us)  
 Phone: (512) 305-7063  
 Fax (512) 305-7008

All questions are to be submitted via e-mail so that a complete and accurate record can be maintained. Your e-mail subject line should be: RFP 503-18-33. All questions will be answered and provided to everyone included in this solicitation (see Section 4.7 Schedule).

*Note: this e-mail is for question submission only. All responses to the RFP have to be mailed to TMB as instructed above.*

## **Section 5 Contract**

### **5.1 Term and Option to Extend**

The term of any contract resulting from this RFP shall be from date of award until August 31, 2019 with three (3) optional one year renewal periods. If renewed, the first renewal period shall be from 09/01/2018 through 08/31/2019.

### **5.2 Funding**

One contract will be awarded as a result of this RFP. Funding for the Awarded Vendor's activities will be provided through the computer-based jurisprudence examination fees, which must be disclosed in the response to this RFP. The value of this contract is estimated at \$1,000,000 per year in fees based upon information provided in section 2. No funding from TMB is available or will be available during the term of the contract.

### **5.3 Fees and Fee Determination**

Any candidate fee modification must be approved by TMB prior to implementation. Any request for a fee increase is limited to 3% per contract year. TMB is not responsible for the nonpayment of fees. The candidates are solely responsible for fees.

### **5.4 HUB Subcontracting**

In accordance with Texas Government Code § 2161 and 34 Texas Administrative Code, if the responding vendor will be engaging subcontractors to fulfil the development, implementation and/or the administering of a computer-based jurisprudence examination, the responding vendor must fill out and return to the TMB **Attachment A – HUB Subcontracting Plan**.

In the event of changes to the awarded vendor's subcontracting plan, it is the vendors responsibility to work with DIR to make changes to their existing DIR contract. The awarded vendor will then notify TMB of the approved changes.

## **Section 6 Terms and Conditions**

The terms and conditions in this section are intended for the fulfillment of this RFP and subsequent awarded contract and are not intended in any way to weaken or conflict with the existing Department of Information Resources contract in place. The Department of Information Resources' Terms and Conditions take precedence over all other terms and conditions where a conflict in interpretation may arise.

### **6.1 Termination of Contract - Convenience**

Applicable to All Procurements, this Contract may be canceled by the TMB upon written notice, provided such notice specifies an effective date for cancellation of not less than sixty (60) calendar days from the date such notice is received. Upon any such termination, all files will remain the property of the TMB, and if requested by TMB, will be delivered at no cost to TMB or its designated recipient no later than the effective date of cancellation.

### **6.2 Default Notifications**

If the Awarded Vendor cannot begin services on the agreed date and time as shown on the PO, the Awarded Vendor shall give immediate written notice to the TMB, and specify the date and time upon which the service will be provided. The Awarded Vendor must keep the TMB informed at all times of the implementation status. Failure to begin services on the agreed date and time, or failure to meet specifications authorizes the TMB to purchase services elsewhere and charge full increase in costs, if any, to the defaulting Vendor.

### **6.3 Changes in Service**

It is understood and agreed by the parties hereto, that changes in local, state, and federal rules, regulations, or laws applicable hereto may occur. The Awarded Vendor expressly agrees to comply with all applicable federal, state, and local laws.

### **6.4 Confidential Work**

No reports, information, project evaluations, project designs, data or any other documentation developed by, given to, prepared by, or assembled by the awarded vendor under this contract shall be disclosed or made available to any individual or organization without the express prior written approval of the TMB. A signed confidentiality agreement by the Selected Respondents and its employees will be made available to the TMB for their records. Any and all new employees of the Awarded Vendor who may have access to TMB information as described in this section after the commencement of the contract will be required to execute this confidentiality requirement within Seven (7) business days of beginning employment.

The Awarded Vendor shall establish a method to secure the confidentiality of records, the transfer of confidential information and information that the awarded vendor may have access to in accordance with the applicable federal, state, and local laws and regulations. This provision shall not be construed as limiting the TMB, or to its authorized representatives, right of access to records, or other information under this contract. These methods should be clearly defined in the vendors response to this RFP.

If the Awarded Vendor receives inquiries regarding documents within their possession pursuant to this contract, the Awarded Vendor shall immediately forward such request to the TMB for disposition.

### **6.5 Independent Contractor**

Awarded Vendor is and shall remain an independent contractor in relationship to the TMB. The TMB shall not be responsible for withholding taxes from payments made under any contract resulting from this RFP. Respondent shall have no claim against the TMB for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

### **6.6 Proprietary or Confidential Information**

Awarded Vendor will not disclose any information to which it is privy under this Contract without the prior consent of the TMB. Awarded Vendor will indemnify and hold harmless the State of Texas, its officers and employees, and TMB its officers and employees for any claims or damages that arise from the disclosure by Awarded Vendor or its contractors of information held by the State of Texas.

## **6.7 Public Disclosure**

No public disclosures or news releases pertaining to this contract shall be made without prior written approval of the TMB.

## **6.8 Insurance**

Awarded Vendor represents and warrants that it will, within five (5) business days of executing this agreement, provide the TMB with current certificates of insurance. The insurance expected is that which was required in the Vendor's DIR Contract.

Awarded Vendor represents and warrants that all of the above coverage is with companies licensed in the state of Texas, with "A" rating from A.M. Best, and authorized to provide the corresponding coverage. Contractor also represents and warrants that all policies contain endorsements prohibiting cancellation except upon at least thirty (30) days prior written notice to the TMB. Awarded Vendor represents and warrants that it shall maintain the above insurance coverage during the term of this Contract, and shall provide the TMB with an executed copy of the policies immediately upon request.

Professional Liability Insurance with at a minimum, the following limits: \$500,000 minimum each occurrence; \$1,000,000 per general aggregate.

## **6.9 Vendor Performance**

Vendor performance shall be conducted for each awarded contract and reported through the CPA Vendor Performance Tracking System as described in 34 Texas Administrative Code §20.108 (b). State agencies shall report a vendor's performance on any purchase of \$25,000 or more from contracts administered by the commission or any other purchase made through an agency's delegated authority or a purchase made pursuant to the authority in Government Code, Title 10, Subtitle D or a purchase exemption from CPA/TPASS procurement rules and procedures.

Past Performance: A Respondent's past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of §2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Gov't Code. Respondents may fail this selection criterion for any of the following conditions:

- A score of less than 90% in the Vendor Performance System,
- Currently under a Corrective Action Plan through the CPA,
- Having repeated negative Vendor Performance Reports for the same reason,
- Having purchase orders that have been cancelled in the previous 12 months for non-performance (i.e. late delivery, etc.)

Contractor performance information is located on the CPA web site at:

<http://www.window.state.tx.us/procurement/prog/vendor>.

## **6.10 Security Policy**

Awarded Vendor shall comply with agency policies regarding building access and physical security as appropriate. Awarded Vendor shall comply with agency's Computer Services Security Policies as appropriate. The selected vendor shall be provided with such policies after the award has been made.

### **6.11 Non-Vendor Performance (Abandonment or Default)**

TMB will monitor the performance of this contract. All services and deliverables under this contract shall be provided at an acceptable quality level and in a manner consistent with acceptable industry standard, custom, and practice.

If the Awarded Vendor defaults on the contract, the TMB reserves the right to cancel the contract without notice and either re-solicit or re-award the contract to the next qualified Respondent. The defaulting Respondent will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the agency based on the seriousness of the default.

## Appendix A - File Layouts

All data fields in each file format listed below will be pipe (|) separated. Frequency of data file submission is listed below. Question data files will be submitted to the Awarded Vendor in the format that is required by their Learning Management System (LMS). Question data files will be submitted for an initial load upon a time schedule in line with the implementation timeline. Occasionally, question data banks will require updating and submissions will occur upon need as determined by the TMB.

### Data files to be provided by TMB to the Vendor Monday through Friday

#### Eligible Candidate Data

Field Number	Label Header	Required Field	Description
1	AutorizationTransactionType	Y	Transaction types are: A = Add, U= Update, D= Delete
2	ClientAuthorizationID	Y	Client supplied authorization identifier
3	ClientCandidateID	Y	Client supplied candidate identifier
4	ExamAuthorizationCount	Y	Number of exam attempts authorized
5	ExamSeriesCode	Y	Identifies the specific exam for which the candidate is eligible
6	EligibilityAppDateFirst	Y	The first date the exam can be delivered
7	EligibilityAppDateLast	Y	The last date the exam can be delivered
8	LastUpdate	Y	The date the record was created

#### Candidate Demographic Data

Field Number	Label Header	Required Field	Description
1	ClientCandidateID	Y	Client supplied candidate identifier
2	FirstName	Y	Candidate first name
3	LastName	Y	Candidate last name
4	Suffix	N	Candidate suffix
5	Email	N	Candidate email address
6	LastUpdate	Y	The date/time the record was created
7	Address1	Y	Candidate address line 1
8	Address2	N	Candidate address line 2
9	City	Y	Candidate city
10	State	Y	Candidate state
11	PostalCode	Y	Candidate postal code
12	Country	Y	Candidate country
13	Phone	N	Candidate contact phone number. Unavailable phone numbers are provided as '0000000000'.
14	PhoneCountryCode	Y	Candidate phone area code
15	HighSchoolCounty	Y	Candidate high school county
16	ResidencyState	Y	Candidate state of residency
17	PlaceOfBirth	Y	Candidate place of birth
18	SchoolName	Y	Candidate medical school name
19	GraduationYear	Y	Candidate graduation year
20	Date of Birth	Y	Candidate date of birth



Field Number	Label Header	Required Field	Description
21	ShortSSN	Y	Candidate last four digits of social security number

**Data files to be provided by the awarded vendor to TMB Monday through Friday**

**Examination Result Data**

Field Number	Label Header	Required Field	Description
1	RegistrationID	Y	Unique identifier for a registration
2	CandidateID	Y	Unique identifier for a candidate
3	ClientCandidateID	Y	Client Unique identifier for a candidate supplied by the Client
4	TCID	Y	Examination site identifier
5	ExamSeriesCode	Y	Identifies the specific examination for which the candidate is eligible
6	ExamName	N	The designated examination name
7	ExamVersion	N	Not in use or no data provided
8	Form	N	The designated form name
9	ExamLanguage	Y	A code identifying the examination language
10	Attempt	Y	The attempt number
11	ExamDate	Y	The date/time the examination was administered
12	TimeUsed	N	The amount of time used by the candidate to complete the examination
13	PassingScore	N	A score which is considered passing for the examination
14	Score	N	The candidates examination score
15	Grade	N	A code indication pass or fail
16	NoShow	Y	A true/false value indicating whether a candidate failed to appear for the examination
17	NDARefused	Y	Non-disclosure refused
18	Correct	N	The number of correct answers
19	Incorrect	N	The number of incorrect answers
20	Skipped	N	The number of skipped answers
21	Unscored	N	Vendor use
22	Authorization	Y	The original examination authorization provided by the client
23	Voucher	N	Not in use or no data provided

**Examination Detail Data – Must include at least all of the following fields**

Field Number	Label Header	Required Field	Description
1	RegistrationID	Y	Unique identifier for a registration
2	CandidateID	Y	Unique identifier for a candidate
3	ClientCandidateID	Y	Client Unique identifier for a candidate supplied

<b>Field Number</b>	<b>Label Header</b>	<b>Required Field</b>	<b>Description</b>
			by the Client
4	ItemNumber	Y	Client question number
5	ItemType	Y	Type of examination item
6	ItemScore	Y	Score result for this examination item
7	ItemAnswerKey	Y	Correct answer for this examination item
8	ItemCandidateAnswer	Y	Candidate's answer for this examination item

## Appendix B - Definitions

The following terms shall have the following meanings within the reference of the RFP, unless the context clearly indicates otherwise.

Term	Definition
Acupuncturist (AC)	A licensed person that administers the insertion of an acupuncture needle and the application of Moxibustion to specific areas of the human body to treat and mitigate a human condition, including the evaluation and assessment of the condition.
ADA	Americans with Disabilities Act / 508 Compliance
Applicant	One who files an application with the Board (See Board below)
Application	An application is all documents and information necessary to complete an applicant's request for licensure.
Board	Texas Medical Board, Texas Physician Assistant Board, Texas State Board of Acupuncture Examiners, The Texas Board of Medical Radiologic Technology, The Texas Board of Respiratory Care.
Candidate	See Applicant above
CME's	Continuing Medical Education hours
DSHS	Texas Department of State Health Services
Eligible Applicant	An applicant that has successfully submitted all documents needed for licensure.
Fiscal Year	Financial operations of the Texas state government that are carried out in a fiscal year that begins on September 1 and ends on August 30.
HUB	Historically Underutilized Business - a for-profit entity that has not exceeded the size standard prescribed by <a href="#">34 TAC §20.294</a> , and has its principal place of business in Texas, and is at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs.
Jurisprudence Examination (JP Examination)	The ethics examination developed by the Board relating to the Texas Occupations Code laws.
Medical Physicist (MP)	A licensed individual who deals with the diagnostic application of x-rays, gamma rays from sealed sources, ultrasound radiation, or radiofrequency radiation and the use of equipment associated with the production and use of radiation.
Limited Medical Radiologic Technologist – (LMRT)	A person who works under the direction of a practitioner who has authorization to perform radiologic procedure that is limited to a specific part of the human body.

<b>Term</b>	<b>Definition</b>
Medical Radiologic Technologist (MRT)	A person who is licensed and works under the direction of a practitioner, administers radiation to other persons for medical purposes.
Non-Certified Radiologic Technician (NCT)	A person who has completed a training program approved by the Board and who is registered by the Board. An NCT works under the supervision and direction of a practitioner and is not allowed to perform dangerous or hazardous radiologic procedures.
Perfusionist (PF)	A person who is licensed and who uses techniques for the support, treatment, measurement, or supplementation of the cardiovascular or respiratory system to ensure the safe management of physiologic functions by monitoring the parameters of the system under an order and the supervision of a licensed physician.
Physician (PHY)	A person licensed to practice medicine by the Texas Medical Board.
Physician Assistant (PA)	A person licensed by the Texas Medical Board who provides medical services that are delegated by the supervising physician.
Procurement	The process of finding, agreeing to terms, and acquiring goods, services, or works from a competitive bidding process.
Respiratory Care Practitioner (RCP)	A person holding a certificate or temporary permit to practice respiratory care issued by the Texas Board of Respiratory Care.
RFP	Request for Proposal.
Secure File Transfer Protocol (SFTP)	Secure transferring of files between two remote systems.
Texas Department of Information Resources (DIR)	Provides statewide leadership and oversight management of government information and communications technology.
Texas Public Information Act	An act intended to guarantee public access to governmental information in the interest of providing transparency in government.

## FORM A - EXECUTION OF PROPOSAL

Corporations presenting offers to this agency shall provide the following:

Federal Employer ID #:

Corporate Charter #:

Entity Name:

Street Address:

City/State/Zip:

Telephone Number (area code & number):

FAX Number (area code & number):

Email address:

Respondents must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the response. Respondents must complete the following:

Name	Social Security Number
Name	Social Security Number
Name	Social Security Number
Name	Social Security Number

Failure of an organization to provide the above information shall result in the disqualification of the response.

Prior to an award, the Respondent may be requested to provide to this agency a Certification of Account Status issued by the Texas Comptroller's Office to verify current status of franchise tax payment.

Under the Texas Government Code, Title 6, Subtitle B, Section 669.003 a State Agency may not enter into a contract with a Respondent that employs a former executive head of the State Agency unless certain statutory conditions are met. By signing the below acknowledgment the Respondent certifies that the it is in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State Agency.

If section 669.003 applies, Respondent shall complete the following information in order for its response to be evaluated:

Name of former Executive:

Name of State Agency:

Date of separation from State Agency:

Date of employment with Respondent:

**RESPONDENT ACKNOWLEDGMENT**

Respondent does hereby acknowledge that it can meet all requirements as stated and also acknowledges the receipt, review, and acceptance of the statement of work, terms, requirements, and conditions. Any exceptions to the statement of work, terms, requirements, and conditions have been explicitly set forth in the Respondents response. By signing this RFP, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident bidder as defined in Texas Administrative Code, title 34, Part 1, Chapter 20. Failure to sign at the time of response shall disqualify any response submitted.

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Authorized Respondent Representative

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Date

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## FORM B - REFERENCES

Provide at least three references for similar projects performed, preferably for public or not-for-profit agencies. Provide reference information on this form and return it with your bid response. Include names of staff assigned to each engagement that are designated for work on the Administration of Computer-Based Jurisprudence Examination proposal. These references may be contacted and their comments considered in conjunction with the evaluation of the offer.

<b>Reference #1</b>	
Company Name _____	Contact Name _____
Address 1 _____	Telephone # _____
Address 2 _____	Fax # _____
City/State/Zip _____	E-mail _____

Description & dates of services provided:

**Reference #2**

Company Name \_\_\_\_\_ Contact Name \_\_\_\_\_

Address 1 \_\_\_\_\_ Telephone # \_\_\_\_\_

Address 2 \_\_\_\_\_ Fax # \_\_\_\_\_

City/State/Zip \_\_\_\_\_ E-mail \_\_\_\_\_

Description & dates of services provided:



**Reference #3**

Company Name	_____	Contact Name	_____
Address 1	_____	Telephone #	_____
Address 2	_____	Fax #	_____
City/State/Zip	_____	E-mail	_____

Description & dates of services provided:

The information above is a true and accurate representation of similar projects performed.

\_\_\_\_\_  
Authorized Respondent Representative

\_\_\_\_\_  
Respondent

\_\_\_\_\_  
Date