

# **ATTACHMENT A**

## **SOLICITATION NO. 0900000531**

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

### **PURPOSE**

The Contract is awarded as a statewide contract for High School Equivalency Assessment Testing Services. The purpose of this solicitation is to select a Supplier that can satisfy the State's mandatory requirement for a paper-based and electronic testing High School Equivalency Assessment (HSEA). It is the intent of State of Oklahoma (State) to contract with a Supplier that provides quality HSEA for the State.

Testing consists of five (5) subject areas: science, reading, writing, social studies, and mathematics. Total battery or entire battery testing would include all five (5) subject areas.

The HSEA is the high school equivalency assessment that leads to an Oklahoma High School Equivalency credential. DOC currently has 23 testing sites listed in Attachment A and reserves the right to add or delete testing sites during the contract.

Other testing sites may be added across the State depending upon other Authorized User's needs.

#### **1. Contract Term and Renewal Options**

The initial Contract term, which begins on the effective date of the Contract, is one year and there are three (3) one-year options to renew the Contract.

#### **2. Contract Requirements**

- 2.1.** The Supplier selected shall provide standard adult HSEA in paper-based format and electronic testing.
- 2.2.** The assessment shall be nationally accepted and portable.
- 2.3.** The proposed assessment shall meet the Oklahoma Academic Standard as stated in HB 1687 and per State Statute 70 O.S. 14-132.
- 2.4.** The Supplier is to propose a process to review and allow for necessary accommodations that comply with the American Disabilities Act (ADA) of 1990 to

provide access to the high school equivalency test for persons with diagnosed disabilities.

- 2.5.** The assessment design process is to use appropriate theories and frameworks in determining item difficulty as is necessary for demonstrating high school equivalent knowledge and skills. Theories should be based on empirical data and all references/reference materials are to be provided.
- 2.6.** Testing will consist of five (5) subject areas (science, reading, writing, social studies, and mathematics). The total battery or entire battery would include all five (5) subject areas.
- 2.7.** The assessment shall be highly valid and reliable as determined by the passing percentage/rate.
- 2.8.** Examinees shall be able to take the assessment, if necessary, a maximum of three (3) times per year.
- 2.9.** The assessment shall have an Official Practice Test (OPT) aligned to the test battery available in a paper-based test format and electronic testing . The OPT shall be highly valid and reliable for predicting a potential examinee's success on the test battery.
- 2.10.** The Supplier is to provide site administration and assessment proctoring requirements to be updated as needed. The Supplier is to provide a policy and procedures manual. The Supplier will be responsible for updating and maintaining the testing policies and procedures manual.
- 2.11.** The Supplier shall ensure that any of the Supplier's staff that may have to come to verify security of the testing area and those persons with access to the information have adequate security clearances. The State reserves the right to initiate background checks on these individuals.
- 2.12.** The Supplier shall provide an electronic data sharing system than can be accessed by the State and local testing site staff to retrieve scored data which shall then be provided to the Supplier contracted by ODCTE to print the diplomas after they receive that electronic data. At the present time, Diploma Sender is the company contracted by ODCTE to print the diplomas.
- 2.13.** Suppliers are to recommend registration and scheduling procedures for the teacher and/or chief examiner. The Supplier shall work with the Authorized Users to develop a test registration and scheduling process and shall understand that implementation of the registration and scheduling processes require final approval from each Authorized User prior to implementation.

- 2.14.** The Supplier is to propose a process for retrieving electronic testing and Paper Based Test (PBT) answer sheets securely to the Supplier from the testing site(s) on a frequent basis for scoring.
- 2.15.** All PBT shall be available at a public testing site if not completed.
- 2.16.** The Supplier is to provide the method and time frame in which they will supply the Authorized User's examiners test results of both recent and past tests.
- 2.17.** The Supplier is to provide the method they will catalog and store historical test results and provide the Authorized User with information on accessibility.
- 2.18.** The Supplier shall agree that data regarding examinees and their exams for the State of Oklahoma is and always shall be confidential. That data shall remain the property of the State of Oklahoma and shall be transferred electronically by the Supplier to a location or locations provided by the Authorized Users upon request at any given time during the contract period including upon termination of the contract.
- 2.19.** The data shall not, under any circumstances, be divulged to other parties without the express written permission of the Authorized Users. The Supplier's personnel shall only have access to the data for maintenance of the system unless specifically authorized by the Authorized Users.
- 2.20.** The Supplier shall agree to work with the Authorized User's current credentialing Supplier, Diploma Sender, to ensure Diploma Sender receives all data in the format and timeframe necessary to meet its contract obligations as outlined in Diploma Sender's Memorandum of Understanding with ODCTE.
- 2.21.** Proposals are to include a recommended implementation plan that identifies deadlines and project milestones necessary for implementing a high school equivalency assessment.
- 2.22.** The Supplier will provide all answer sheets and/or answer documents at no cost to the State and will bear all associated shipping costs.
- 2.23.** The Supplier shall be available to provide technical assistance to the Authorized Users, local testing sites, and individual examinees as necessary by electronic contact and/or phone 6:00 a.m. to 6:00 p.m. Monday through Friday.
- 2.24.** The Supplier shall update and backup files in the database. The Supplier shall maintain data backups for a period of seven (7) years following completion and/or termination of the contract, provided all audits have been completed, all applicable audit reports have been accepted and resolved by all applicable federal and state agencies, and provided no legal actions are pending. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records shall be maintained for two (2) years from the date all issues arising from

the action are resolved or until the end of the seven (7) year retention period, whichever is later. Acquisition documents submitted to Central Purchasing for processing shall be retained until one (1) year after all audits have been completed and all applicable audit reports have been accepted and resolved by all applicable federal and state agencies and provided no legal actions are pending, then destroy. If legal action is pending destroy two (2) years after exhaustion of all legal remedies.

### **3. Contract Manager**

- 3.1.** The Supplier will provide a Contract Manager that will work with the Contracting Officer to fully implement and manage the contract.
- 3.2.** The Supplier will work closely with sub-Suppliers (if applicable) to fully implement and manage the contract.
- 3.3.** The Supplier shall make available to the Contracting Officer, technically competent personnel to accomplish the tasks and deliverables for the implementation and management of the contract.
- 3.4.** The Supplier must notify the Contracting Officer of any Contract Manager change in writing within 10 calendar days of the change.
- 3.5.** The Supplier shall promptly notify the Contracting Officer in writing of any unresolved issues or problems that have been outstanding for more than five (5) working days.
- 3.6.** The Supplier must include the name and contact information of the individual who will be the Contract Manager for the term of the contract. The contact information is to include the Contract Manager's name, phone number, and email address. The Contract Manager will be responsible for operation and administration of the contract by the Supplier. The Contract Manager must respond in a timely manner and in writing unless instructed otherwise, to all information requests from the Contracting Officer or Authorized Users.
- 3.7.** The Contract Manager shall, upon request attend meetings (in person or by conference call) at Central Purchasing or at other sites, as requested and determined by the Contracting Officer. The Contract Manager will be responsible for reports required by the contract and to serve as liaison between the Supplier, Central Purchasing, and any other Authorized User. The Contracting Officer may require the Supplier to relieve the Contract Manager from work on this contract, if in the Contracting Officer's opinion, it is apparent that the Contract Manager does not deliver work that conforms to performance standards outlined in this RFP.