



1. Solicitation #: SW17113

2. Solicitation Issue Date: 03/28/2017

3. Brief Description of Requirement:

**High School Equivalency Assessment (GED) Testing Services**

RFP NOTICE: Please note that on an RFP no pricing shall be released at the time of opening. Should a public opening be requested the only information to be released will be a list of bidders without pricing.

4. Response Due Date<sup>1</sup>: 04/25/2017

Time: 3:00 PM CST/CDT

5. Issued By and **RETURN SEALED BID TO<sup>2</sup>**:

U.S. Postal Delivery Address: OMES – Central Purchasing  
5005 N. Lincoln Blvd., Suite 300  
Oklahoma City, OK 73105

Common Carrier Delivery Address: OMES – Central Purchasing  
5005 N. Lincoln Blvd., Suite 300  
Oklahoma City, OK 73105

Electronic Submission Address: \_\_\_\_\_

6. Solicitation Type (type "X" at one below):

- ☐ Invitation to Bid  
☒ Request for Proposal  
☐ Request for Quote

7. Contracting Officer:

Name: Linda Lechtenberg

Phone: 405-522-0436

Email: Linda.Lechtenberg@omes.ok.gov

<sup>1</sup> Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")

<sup>2</sup> If "U.S. Postal Delivery" differs from "Carrier Delivery, use "Carrier Delivery" for courier or personal deliveries



*"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.*

1. **RE: Solicitation #** SW17113

2. **Bidder General Information:**

FEI / SSN : \_\_\_\_\_ Supplier ID: \_\_\_\_\_

Company Name: \_\_\_\_\_

3. **Bidder Contact Information:**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

4. **Oklahoma Sales Tax Permit<sup>1</sup>:**

☐ YES – Permit #: \_\_\_\_\_

☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

5. **Registration with the Oklahoma Secretary of State:**

☐ YES - Filing Number: \_\_\_\_\_

☐ NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming ([www.sos.ok.gov](http://www.sos.ok.gov) or 405-521-3911).

6. **Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

☐ YES – Include a certificate of insurance with the bid

☐ NO - Attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)<sup>2</sup>

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

<sup>1</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

<sup>2</sup> For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>



**NOTE:** A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: OMES Central Purchasing Agency Number: 090

Solicitation or Purchase Order #: SW17113

Supplier Legal Name: \_\_\_\_\_

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
  - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

**SECTION II [74 O.S. § 85.42]:**

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive bid attached herewith and contract, if awarded to said supplier;

**OR**

☐ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

\_\_\_\_\_  
Supplier Authorized Signature

\_\_\_\_\_  
Certified This Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax Number

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## **A. GENERAL PROVISIONS**

### **A.1. Definitions**

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.6. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

### **A.2. Bid Submission**

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

### **A.3. Solicitation Amendments**

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central

Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.

- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.
- A.3.3. It is the bidder's responsibility to check the OMES/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

#### **A.4. Bid Change**

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the Central Purchasing Division with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

#### **A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
  - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
  - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
  - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

#### **A.6. Bid Opening**

Sealed bids shall be opened by the Central Purchasing Division at 5005 N. Lincoln Blvd. Suite 300, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

#### **A.7. Open Bid / Open Record**

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they

consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

#### **A.8. Late Bids**

Bids received by the Central Purchasing Division after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

#### **A.9. Legal Contract**

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:
  - A.9.2.1. Any Addendum to the Contract;
  - A.9.2.2. Purchase order, as amended by Change Order (if applicable);
  - A.9.2.3. Solicitation, as amended (if applicable); and
  - A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
- A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

#### **A.10. Pricing**

- A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
- A.10.2. Bidders guarantee unit prices to be correct.
- A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

#### **A.11. Manufacturers' Name and Approved Equivalents**

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

#### **A.12. Clarification of Solicitation**

- A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.
- A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review

to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

### **A.13 Negotiations**

- A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.
- A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:
- A.13.3. Negotiations may be conducted in person, in writing, or by telephone.
- A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.
- A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.
- A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

### **A.14. Rejection of Bid**

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

### **A.15. Award of Contract**

- A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

### **A.16. Contract Modification**

- A.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the supplier.
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.



#### **A.17. Delivery, Inspection and Acceptance**

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

#### **A.18. Invoicing and Payment**

- A.18.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.2. Payment terms will net 45.
- A.18.3. Additional terms which provide discounts for earlier payment will be evaluated when making an award. Additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a valid invoice. An invoice is considered valid if sent to the proper recipient and goods or services have been received.

#### **A.19. Tax Exemption**

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

#### **A.20. Audit and Records Clause**

- A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.20.2. The successful supplier(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

#### **A.21. Non-Appropriation Clause**

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

#### **A.22. Choice of Law**

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

#### **A.23. Choice of Venue**

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

#### **A.24. Termination for Cause**

- A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

#### **A.25. Termination for Convenience**

- A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

#### **A.26. Insurance**

The successful supplier(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

#### **A.27. Employment Relationship**

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

#### **A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007**

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S.

§1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

#### **A.29. Compliance with Applicable Laws**

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

#### **A.30. Special Provisions**

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

## **B. SPECIAL PROVISIONS**

### **B.1. Contract Period**

- B.1.1.** The Contract Period is the Date of Award through one year with the option to renew for up to three (3) additional one year periods.

### **B.2. Agreement Period**

- B.2.1.** The Agreement Period is the Date of Award through the end of the final renewal period. Renewal options shall be at the sole discretion of the State of Oklahoma.

### **B.3. Extension of Contract**

- B.3.1.** The State may extend the term of this contract for up to 180 day intervals if mutually agreed upon by both parties in writing.

### **B.4. Type of Contract**

- B.4.1.** This is a firm fixed price contract for indefinite delivery and indefinite quantity for the supplies/services specified.

### **B.5. Contract Preference**

- B.5.1.** This contract is non-mandatory for State of Oklahoma agencies.

### **B.6. Authorized Users**

- B.6.1.** This Contract shall be made available to all State Departments, Boards, Commissions, Agencies, and Institutions. The Oklahoma Statutes state that Counties, School Districts, Universities, and Municipalities may avail themselves of the contract.
- B.6.2.** Authorized Users have no authority to amend, modify or change any terms and conditions of this contract.

### **B.7. Ordering**

- B.7.1.** Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders, or with the State purchase card, by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence. Each purchasing entity will place orders directly with the winning Supplier(s).

### **B.8. Prompt Payment Discounts**

- B.8.1.** Please review A.18.3 for information concerning prompt payment discounts.

### **B.9. Gratuities**

- B.9.1.** The right of the successful Supplier to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful Supplier, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of Central Purchasing.

### **B.10. Proposal Conformity**

- B.10.1.** By submitting a response to this solicitation, the offeror attests that the supplies or services conform to specified contract requirements.

### **B.11. Contract Usage Reporting Requirements**

- B.11.1.** Reports shall provide the total dollar amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, hospitals and Municipalities.
- B.11.2.** Reports shall be submitted quarterly regardless of quantity. Failure to report sales may be cause for termination of contract.
- B.11.3.** Usage Reports shall be delivered to Central Purchasing within 45 calendar days upon completion of performance quarter period cited in B.11.4 of this contract provision. Usage Reports may be delivered to the Central Purchasing Strategic Sourcing Group via the following addresses:
- B.11.3.1.** Email – [strategic.sourcing@omes.ok.gov](mailto:strategic.sourcing@omes.ok.gov)
- B.11.3.2.** Physical Address:

OMES – Central Purchasing  
Frates Building  
5005 N. Lincoln, Suite 300  
Oklahoma City, Ok 73105

**B.11.4.** Contract quarterly reporting periods shall be:

**B.11.4.1.** January 1 through March 31.

**B.11.4.2.** April 1 through June 30.

**B.11.4.3.** July 1 through September 30.

**B.11.4.4.** October 1 through December 31.

**B.11.5.** Failure to provide usage reports shall result in cancellation or suspension of contract.

**B.11.6.** Usage Reports shall be submitted in the Excel form listed as Attachment "B".

## **B.12. Contract Management Fee**

**B.12.1.** As provided by Oklahoma State Statute 74 O. S., §85.33A, the Office of Management and Enterprise Services assesses an Administrative Fee in the sum of 1% on all sales transacted by any entity under this contract. The Oklahoma Administrative Fee shall not be reflected as a separate line item in the Supplier's billing to participating State Agencies and Authorized Users.

**B.12.2.** Supplier agrees to annotate the resultant amount on the quarterly "Contract Usage Report" as listed in Section B.11.6 and make payment by company check to OMES – Central Purchasing within forty five (45) calendar days from the completion of the quarterly reporting period as listed in Section B.11.4. To ensure the payment is credited properly, the Supplier must identify the check as a "Contract Management Fee" and include the following information with the payment: List the SW# and Contract Title, the report amount, and the reporting period covered. The Contract Management Fee shall be mailed to:

**B.12.2.1.** OMES – Accounting and Reporting

**B.12.2.2.** 5005 N. Lincoln Blvd., Suite 200

**B.12.2.3.** Oklahoma City, OK 73105

**B.12.3.** Failure to remit the fee quarterly may result in the cancellation of the contract. The State Contract Management Fee is non-refundable when an item is rejected, returned or declined due to the Supplier's failure to perform or comply with specifications or requirements of the contract.

## **B.13. Conflict of Interest**

**B.13.1.** The Request for Proposal hereunder is subject to the provisions of the Oklahoma Statutes. All Suppliers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the State of Oklahoma or any of its agencies. Further, all Suppliers must disclose the name of any State Employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Suppliers firm or any of its branches.

## **B.14. Patents and Royalties**

**B.14.1.** The Supplier, without exception, shall indemnify and save harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the State of Oklahoma. If the Supplier uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**B.14.2.** The Supplier without exception, shall indemnify and save harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the State of Oklahoma. If the Supplier uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

## **B.15. Disclosures Regarding Lobbyists**

**B.15.1.** A Supplier may not reimburse itself within its state contract pricing for its costs and expenses of lobbyists.

**B.15.2.** Any Supplier using the services of a lobbyist to assist in obtaining a contract shall (1) disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract (2) not bill or otherwise charge the State for such and (3) certify that no such costs were billed to the State.

**B.15.3.** The name and address of each lobbyist or agent of the Supplier or subSupplier who communicated with a State employee about a solicitation or potential solicitation must be disclosed with the solicitation response.

## **B.16. Notice of Award**

**B.16.1.** Notice of award letter resulting from this RFP will be furnished to each successful Supplier and shall result in a binding contract without further action by either party. It shall be the successful Supplier's responsibility to

reproduce and distribute copies to all authorized dealers listed in your RFP response. No additions, deletions, or changes of any kind shall be made to this contract without prior approval of Central Purchasing.

## **B.17. Supplier Invoices**

**B.17.1.** The Supplier shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation submitting a proposal shall be the only office authorized to receive orders, invoice, and receive payment. If the Supplier wishes to ship or provide service from a point other than the address listed on the face of the RFP, the Supplier will furnish a list of these locations. No ordering or invoicing will be done at these locations.

**B.17.1.1.** Invoicing shall be made in accordance with the instructions of the agency or division issuing the purchase order.

**B.17.1.2.** If you are paid more than 45 days after submitting a proper invoice, you may be entitled to claim an interest penalty. Contact the Office of Management and Enterprise Services for a copy of the regulations.

**B.17.1.3.** In cases of partial delivery the state agency may make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

**B.17.2.** See A.18 for further invoicing information.

## **B.18. State Purchase Care (P-Card)**

**B.18.1. SUPPLIERS PLEASE NOTE – IN ORDER TO BE CONSIDERED FOR AWARD, SUCCESSFUL SUPPLIERS MUST ACCEPT THE STATE OF OKLAHOMA PURCHASE CARE (P-CARD). FAILURE TO ACCEPT THE P-CARD WILL BE CAUSE FOR REJECTION OF YOUR PROPOSAL.**

**B.18.2. SIGNATURE OF ACCEPTANCE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_.

## **B.19. State and Federal Taxes**

**B.19.1.** Purchases by the State of Oklahoma are not subject to any sales tax or Federal Excise tax. Exemption certificates will be furnished upon request.

## **B.20. Oral Agreements**

**B.20.1.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the RFP or the resultant contract. All modifications to the contract must be made in writing by Central Purchasing.

## **B.21. Minor Deficiencies or Minor Informalities**

**B.21.1.** "Minor deficiency" or "minor informality" means an immaterial defect in a proposal or variation in a proposal from the exact requirements of a solicitation that may be corrected or waived without prejudice to other Suppliers. A minor deficiency or informality does not affect the price, quantity, quality, delivery, or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.

**B.21.2.** The State Purchasing Director may waive minor deficiencies or informalities in a proposal if the State Purchasing Director determines the deficiencies or informalities do not prejudice the rights of other Suppliers, or are not a cause for proposal rejection.

## **B.22. Electronic Submission**

**B.22.1.** All submissions should be submitted to Central Purchasing on electronic media in accordance with Section E.2 of the RFP. Submissions will not be accepted via email. This term overrides any terms in Section A requiring submission of hard-copy.

## **B.23. Definitions and Abbreviations**

**B.23.1.** Following are explanations of terms and abbreviations appearing throughout this Request for Proposal (RFP). Other special terms may be used in the RFP; but, they are more localized and defined where they appear, rather than in the following list.

**B.23.1.1.** Addendum site: A location that is approved by the Oklahoma Department of Career and Technology Education (ODCTE) and requested by Authorized Users to administer tests. Addendum sites are not approved to house testing materials.

**B.23.1.2.** DOC: Oklahoma Department of Corrections

**B.23.1.3.** HSEA: High School Equivalency Assessment

**B.23.1.4.** Implementation: The successful implementation of HSEA as specified in the contract resulting from this RFP

**B.23.1.5.** Installation: The delivery and physical setup of products or services requested in this RFP

- B.23.1.6.** OPT: Official Practice Test
- B.23.1.7.** PBT: Paper Based Test
- B.23.1.8.** Products: Tangible goods or manufactured items as specified in this RFP
- B.23.1.9.** Services: Work to be performed as specified in this RFP
- B.23.1.10.** Subtest: An assessment specific to a subject
- B.23.1.11.** State: The State of Oklahoma
- B.23.1.12.** Test Battery: Total of all subtests
- B.23.1.13.** ODCTE: Oklahoma Department of Career and Technology Education

## **B.24. Department of Corrections Security**

- B.24.1.** Supplier's employees, agents, and representatives shall comply with all security and identification procedures at DOC facilities. DOC is responsible for alerting the Supplier to these requirements prior to the commencement of work. Security requirements may include, but are not limited to:
  - B.24.1.1.** Identification: All employees, agents, and representatives of the Supplier, while working on State property, shall carry or display acceptable identification.
  - B.24.1.2.** Vehicle Security: Drivers must turn off vehicle motors and lock cab doors whenever their car/truck is unattended. Cars/trucks shall be searched prior to entry and exit, causing up to a 30 minute delay each way.
  - B.24.1.3.** Offender Contact: Supplier's employees, agents, and representatives shall minimize interaction with offenders or patients, and shall report any verbal contact to DOC facility security staff before leaving the site.
  - B.24.1.4.** Subject to Search: All persons, vehicles, packages and equipment entering a DOC facility are subject to search. Persons are typically pat searched and required to clear metal detection devices. Packages, briefcases, purses, etc., are searched with x-ray equipment. Drug K-9s may also be used to search persons, vehicles, packages, and equipment.
  - B.24.1.5.** Contraband: Supplier's employees, agents, and representatives shall not have any weapons (including jack knives or box cutters), cell phones, pagers, drugs, tobacco products, or any item deemed by facility to be potential contraband. Correctional officers can hold these items for delivery drivers at the delivery sally-port and return them as the driver exits the grounds. Any illegal items shall not be returned and shall be reported to local law enforcement.
  - B.24.1.6.** Security Clearance: Supplier's employees, agents, and representatives who enter secure facilities shall have prior approval to enter from facility security staff, generally involving a background check to ensure that they are not convicted felons. The Supplier shall submit background check requests a minimum of two weeks prior to arriving at the facility. At the facilities discretion, Supplier shall comply with any requests to reassign a Supplier's employee, agent, or representative, whether or not the individual has passed the background check if it is determined by facility that there is a security concern.

## **B.25. Tobacco Use Prohibited**

- B.25.1.** The use of tobacco products is prohibited throughout all indoor and outdoor areas of property owned, leased, loaned or under the control of the State of Oklahoma, including parking lots owned or under the control of the State of Oklahoma.

## **C. SOLICITATION SPECIFICATIONS**

### **C.1. PURPOSE OF THE RFP**

- C.1.1.** The purpose of this RFP is to select a Supplier that can satisfy the State's mandatory requirement for a paper-based 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.
- C.1.2.** Testing consists of five (5) subject areas: science, reading, writing, social studies, and mathematics.
- C.1.3.** Total battery or entire battery testing would include all five (5) subject areas.
- C.1.4.** At the present time, the Department of Corrections (DOC) currently offers the General Educational Development (GED®) Test as the high school equivalency assessment that leads to an Oklahoma High School Equivalency credential. DOC offers the GED® test in correctional facilities across the state. DOC currently has 18 testing sites listed in Attachment A and reserves the right to add or delete testing sites during the contract.
- C.1.5.** Other testing sites may be added across the State depending upon other Authorized User's needs.

### **C.2. SUMMARY SCOPE OF WORK**

- C.2.1.** The Supplier selected shall provide standard adult HSEA in paper based format.
- C.2.2.** The assessment shall be nationally accepted and portable.
- C.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.
- C.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.
- C.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.
- C.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.
- C.2.7.** The assessment shall be highly valid and reliable as determined by the passing percentage/rate.
- C.2.8.** Examinees shall be able to take the assessment, if necessary, a maximum of three (3) times per year.
- C.2.9.** The assessment shall have an Official Practice Test (OPT) aligned to the test battery available in a paper based test format. The OPT shall be highly valid and reliable for predicting a potential examinee's success on the test battery.
- C.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.
- C.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.
- C.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.
- C.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.
- C.2.14.** The Supplier is to propose a process for retrieving Paper Based Test (PBT) answer sheets securely to the Supplier from the testing site(s) on a frequent basis for scoring.
- C.2.15.** All PBT shall be available at a public testing site if not completed.
- C.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.
- C.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.
- C.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.
  - C.2.18.1.** 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.
- C.2.19.** 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.
- C.2.20.** Proposals are to include a recommended implementation plan that identifies deadlines and project milestones necessary for implementing a high school equivalency assessment.
- C.2.21.** The Supplier will provide all answer sheets and/or answer documents at no cost to the State and will bear all associated shipping costs.
- C.2.22.** 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.

- C.2.23.** 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.

### **C.3. Supplier Qualifications**

- C.3.1.** Suppliers are to show through submission of relevant documentation that it is currently conducting business similar to that proposed in the RFP as of the date of its response and submission to OMES, Central Purchasing. Examples of relevant documentation are tax or other financial statements. In addition, Suppliers are to demonstrate with similar documentation that it has conducted said business continuously for at least the most recent five (5) years prior to the date of submission of its RFP response.
- C.3.2.** Suppliers are to list their organizational structure and show they have adequate staff resources available to successfully accomplish a project such as is described in this RFP.

### **C.4. Contract Manager**

- C.4.1.** The Supplier will provide a Contract Manager that will work with the Contracting Officer to fully implement and manage the contract.
- C.4.2.** The Supplier will work closely with subSuppliers (if applicable) to fully implement and manage the contract.
- C.4.3.** 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.
- C.4.4.** The Supplier must notify the Contracting Officer of any Contract Manager change in writing within 10 calendar days of the change.
- C.4.5.** 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.
- C.4.6.** 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, email address, and fax number (if applicable). 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.
- C.4.7.** 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.

## **D. EVALUATION**

### **D.1. Evaluation Criteria**

- D.1.1.** Responses are to be evaluated on the following best value criteria:
- D.1.1.1.** Supplier Qualifications (See C.3)
  - D.1.1.2.** Technical Proposal (See C.2)
  - D.1.1.3.** Pricing Proposal (See Section H)

## **E. INSTRUCTIONS TO BIDDER**

### **E.1. Introduction**

- E.1.1.** Prospective Suppliers are urged to read this solicitation carefully. Failure to do so will be at the Supplier's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, proposals will be evaluated and any resultant contract(s) will be administered in strict accordance with the plain meaning of the contents hereof. The Supplier is cautioned that the requirements of this solicitation can be altered only by written amendment approved by the state and that verbal communications from whatever source are of no effect. In no event shall the Supplier's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after contract award.



## **E.2. MANDATORY AND NON-MANDATORY TERMS**

- E.2.1.** Whenever the terms “shall”, “must”, “will”, or “is required” are used in this RFP, the specification being referred to is a mandatory specification of this RFP. Failure to meet any mandatory specification may cause rejection of the Supplier's Proposal.
- E.2.2.** Whenever the terms “can”, “may”, or “should” are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed will not be cause for rejection.

## **E.3. Submissions/Copies**

- E.3.1.** Suppliers are to submit two (2) complete copies of their response (each on a separate CD) which include the completed proposal including the scanned images of the required signed OMES forms. CD(s) must be unprotected documents. Original hard copies are not required. Faxed or emailed responses will not be accepted. Please mark the CD's with the company name, solicitation number, and closing date. This requirement supersedes the hard copy requirement listed in A.2.4.
- E.3.2.** Supplier is to submit their response copies to the OMES, Central Purchasing address listed on the front page of this solicitation.
- E.3.3.** Please ensure that your Discs are marked clearly with the RFP Number.
- E.3.4.** PDF is an acceptable format for solicitation responses. This overrides requirements of A.2.4.

## **E.4. Response Instructions**

- E.4.1.** Suppliers are to complete the Responding Bidder Information Form and supply any required information listed in that form.
- E.4.2.** Suppliers are to complete the Non-Collusion Form.
- E.4.3.** Suppliers are to provide their signature and date on B.18.
- E.4.4.** Suppliers are to provide responses to all items listed in C.2. Some items only need the Supplier to list their acceptance of the requirement; however, some items need complete responses. Please be sure to provide all necessary documentation to support their responses.
- E.4.5.** Suppliers are to provide responses to the items listed in C.3 as well as any supporting documentation.
- E.4.6.** Suppliers are to provide responses to the items listed in C.4.
- E.4.7.** Suppliers are to complete the pricing information as listed in Section H.

## **F. CHECKLIST**

- F.1. Responding Bidder Information Form**
- F.2. Non-Collusion Form**
- F.3. Response to B.18**
- F.4. Pricing information listed in Section H**
- F.5. Other solicitation response requirements**

## **G. OTHER**

### **G.1. Question Submittal**

- G.1.1.** All questions regarding this solicitation must be submitted in writing and are to be emailed no later than **April 12, 2017 at 11:00 a.m.** Central Daylight Time. Questions are to be emailed to [Linda.Lechtenberg@omes.ok.gov](mailto:Linda.Lechtenberg@omes.ok.gov). Questions received after this date will not be answered. If any questions are received, an amendment to this solicitation will be posted on our website after this deadline listing all questions received and their answers. In addition, suppliers will be notified the amendment is on our website. Any communication regarding this RFP must be sent to the Contracting Officer listed above. Failure to do so (contacting the agency directly), may result in your proposal being deemed as non-responsive. Please be sure to reference the RFP number when emailing questions.

### **G.2. Attachments**

- G.2.1.** Attachment A – DOC Testing Sites
- G.2.2.** Attachment B – Usage Report (Not attached to the solicitation – a separate attachment)
- G.2.3.** Title 70

## **H. PRICE AND COST**

## **H.1. Pricing**

**H.1.1.** Pricing is based upon price per each for each of the types listed below. It is unknown how many tests will be needed per year on a statewide basis; so, the amounts listed in H.2 through H.5 are estimates. In the past, one Authorized User, the Department of Corrections, has used the approximate numbers per year listed below in H.1.1.1 through H.1.1.4.

**H.1.1.1.** HSEA Paper Based Tests – Approximately 160

**H.1.1.2.** Practice or Readiness Tests – Approximately 500

**H.1.1.3.** Retesting per Subtest – Approximately 500

**H.1.1.4.** Scoring Costs – Total Battery – Approximately 1,500

## **H.2. HSEA Paper Based Tests**

**H.2.1.** Approximately 100 – 200 paper based tests.

**H.2.1.1.** 1<sup>st</sup> year pricing @ \$ \_\_\_\_\_ per each

**H.2.1.2.** 2<sup>nd</sup> year pricing @ \$ \_\_\_\_\_ per each

**H.2.1.3.** 3<sup>rd</sup> year pricing @ \$ \_\_\_\_\_ per each

**H.2.1.4.** 4<sup>th</sup> year pricing @ \$ \_\_\_\_\_ per each

**H.2.2.** Approximately 201 – 300 paper based tests.

**H.2.2.1.** 1<sup>st</sup> year pricing @ \$ \_\_\_\_\_ per each

**H.2.2.2.** 2<sup>nd</sup> year pricing @ \$ \_\_\_\_\_ per each

**H.2.2.3.** 3<sup>rd</sup> year pricing @ \$ \_\_\_\_\_ per each

**H.2.2.4.** 4<sup>th</sup> year pricing @ \$ \_\_\_\_\_ per each

**H.2.3.** Approximately 301 – 400 paper based tests.

**H.2.3.1.** 1<sup>st</sup> year pricing @ \$ \_\_\_\_\_ per each

**H.2.3.2.** 2<sup>nd</sup> year pricing @ \$ \_\_\_\_\_ per each

**H.2.3.3.** 3<sup>rd</sup> year pricing @ \$ \_\_\_\_\_ per each

**H.2.3.4.** 4<sup>th</sup> year pricing @ \$ \_\_\_\_\_ per each

## **H.3. Practice or Readiness Tests**

**H.3.1.** Approximately 500 – 600 practice or readiness tests.

**H.3.1.1.** 1<sup>st</sup> year pricing @ \$ \_\_\_\_\_ per each

**H.3.1.2.** 2<sup>nd</sup> year pricing @ \$ \_\_\_\_\_ per each

**H.3.1.3.** 3<sup>rd</sup> year pricing @ \$ \_\_\_\_\_ per each

**H.3.1.4.** 4<sup>th</sup> year pricing @ \$ \_\_\_\_\_ per each

**H.3.2.** Approximately 601 – 700 practice or readiness tests.

**H.3.2.1.** 1<sup>st</sup> year pricing @ \$ \_\_\_\_\_ per each

**H.3.2.2.** 2<sup>nd</sup> year pricing @ \$ \_\_\_\_\_ per each

**H.3.2.3.** 3<sup>rd</sup> year pricing @ \$ \_\_\_\_\_ per each

**H.3.2.4.** 4<sup>th</sup> year pricing @ \$ \_\_\_\_\_ per each

**H.3.3.** Approximately 701 – 800 practice or readiness tests.

**H.3.3.1.** 1<sup>st</sup> year pricing @ \$ \_\_\_\_\_ per each

**H.3.3.2.** 2<sup>nd</sup> year pricing @ \$ \_\_\_\_\_ per each

**H.3.3.3.** 3<sup>rd</sup> year pricing @ \$ \_\_\_\_\_ per each

**H.3.3.4.** 4<sup>th</sup> year pricing @ \$ \_\_\_\_\_ per each

## **H.4. Retesting Per Subtest**

**H.4.1.** Approximately 500 – 600 retesting per subtest.

**H.4.1.1.** 1<sup>st</sup> year pricing @ \$ \_\_\_\_\_ per each

H.4.1.2. 2<sup>nd</sup> year pricing @ \$ \_\_\_\_\_ per each

H.4.1.3. 3<sup>rd</sup> year pricing @ \$ \_\_\_\_\_ per each

H.4.1.4. 4<sup>th</sup> year pricing @ \$ \_\_\_\_\_ per each

H.4.2. Approximately 601 – 700 retesting per subtest.

H.4.2.1. 1<sup>st</sup> year pricing @ \$ \_\_\_\_\_ per each

H.4.2.2. 2<sup>nd</sup> year pricing @ \$ \_\_\_\_\_ per each

H.4.2.3. 3<sup>rd</sup> year pricing @ \$ \_\_\_\_\_ per each

H.4.2.4. 4<sup>th</sup> year pricing @ \$ \_\_\_\_\_ per each

H.4.3. Approximately 701 – 800 retesting per subtest.

H.4.3.1. 1<sup>st</sup> year pricing @ \$ \_\_\_\_\_ per each

H.4.3.2. 2<sup>nd</sup> year pricing @ \$ \_\_\_\_\_ per each

H.4.3.3. 3<sup>rd</sup> year pricing @ \$ \_\_\_\_\_ per each

H.4.3.4. 4<sup>th</sup> year pricing @ \$ \_\_\_\_\_ per each

## **H.5. Scoring Costs – Total Battery**

H.5.1. Approximately 1,500 – 1,750 scoring costs – total battery.

H.5.1.1. 1<sup>st</sup> year pricing @ \$ \_\_\_\_\_ per each

H.5.1.2. 2<sup>nd</sup> year pricing @ \$ \_\_\_\_\_ per each

H.5.1.3. 3<sup>rd</sup> year pricing @ \$ \_\_\_\_\_ per each

H.5.1.4. 4<sup>th</sup> year pricing @ \$ \_\_\_\_\_ per each

H.5.2. Approximately 1,751 – 2,000 scoring costs – total battery.

H.5.2.1. 1<sup>st</sup> year pricing @ \$ \_\_\_\_\_ per each

H.5.2.2. 2<sup>nd</sup> year pricing @ \$ \_\_\_\_\_ per each

H.5.2.3. 3<sup>rd</sup> year pricing @ \$ \_\_\_\_\_ per each

H.5.2.4. 4<sup>th</sup> year pricing @ \$ \_\_\_\_\_ per each

H.5.3. Approximately 2,001 – 2,750 scoring costs – total battery.

H.5.3.1. 1<sup>st</sup> year pricing @ \$ \_\_\_\_\_ per each

H.5.3.2. 2<sup>nd</sup> year pricing @ \$ \_\_\_\_\_ per each

H.5.3.3. 3<sup>rd</sup> year pricing @ \$ \_\_\_\_\_ per each

H.5.3.4. 4<sup>th</sup> year pricing @ \$ \_\_\_\_\_ per each

Attachment A – Department of Corrections High School Equivalency Test Sites

Standard Testing Sites	Street Address	City	Zipcode
Bill Johnson CC	1856 E. Flynn Street	Alva	73717-3005
Clara Waters CCC	9901 N I-35 Service Road	Oklahoma City	73131-5228
Dick Conner CC	129 Conner Road	Hominy	74035-0220
Eddie Warrior CC	400 Oak Street	Taft	74463-0315
Enid CCC	2020 E. Maine Avenue	Enid	73701-6445
Howard McLeod CC	1970 E. Whipporwill Lane	Atoka	74525-8415
Jackie Brannon CC	900 N. West Street	McAlester	74502-1999
James Crabtree CC	216 N. Murray Street	Helena	73741-1017
Jess Dunn CC	601 South 124th Street West	Taft	74463-0316
Jim E. Hamilton CC	53468 Mineral Springs Road	Hodgen	74939-3064
John Lilly CC	105150 N. 3670 Rd.	Boley	74829
Joseph Harp CC	16161 Moffat Rd.	Lexington	73051-0548
Kate Barnard CCC	3300 Martin Luther King Avenue	Oklahoma City	73111
Lawton CCC	605 Southwest Coombs Road	Lawton	73501-8294
Lexington CC	15151 Highway 39	Lexington	73051-0260
Mabel Bassett CC	29501 Kickapoo Rd.	McLoud	74851
Mack Alford CC	1151 North Highway 69	Stringtown	74569-0220
Northeast Oklahoma CC	442586 E. 250 Road	Vinita	74301
Oklahoma CCC	315 West I-44 Service Road	Oklahoma City	73118-7634
Oklahoma State Penitentiary	1301 N. West Street	McAlester	74502-0097
Oklahoma State Reformatory	1700 East First Street	Granite	73547-0514
Union CCC	700 North State Highway 81	Union City	73090-0129
William S. Key CC	One William S. Key Boulevard	Fort Supply	73841-9718
Ardmore CWC	615 Grumman Drive	Ardmore	73401


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Title 70. Schools

## Oklahoma Statutes Citationized

### Title 70. Schools

#### Chapter 1 - School Code of 1971

#### Article Article XIV - Career and Technology Education

#### Section 14-132 - State Board of Career and Technology Education Authorized to Enter into Agreements and to Contract for Adult Education

Superceded

Superceded  
Effective: 07/01/2015

Superceded

Cite as: O.S. §, \_\_ \_\_

A. The State Board of Career and Technology Education is hereby authorized and directed to enter into agreements and to contract for the provision of adult education and other services that are needed for courses leading to the General Education Diploma (GED). Any adult education program providing services pursuant to a contract or subcontract with the State Board of Career and Technology Education and receiving funds from the State Board of Career and Technology Education or any contractor with the State Board of Career and Technology Education shall be subject to the provisions of the administrative rules of the State Board of Career and Technology Education.

B. The Department of Education shall retain the responsibility for issuing diplomas to those who successfully complete the General Education Development test, pursuant to criteria established by the State Board of Education.

#### *Historical Data*

Laws 2014, SB 1661, c. 164, § 5, emerg. eff. July 1, 2014.

#### *Citationizer® Summary of Documents Citing This Document*

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