



NATIONAL ASSOCIATION OF STATE CONTRACTORS LICENSING AGENCIES (NASCLA)

Request for Proposal (RFP)

**Third Party Server Hosting for the
NASCLA Accredited Electrical Examination Program
which includes Examinations for the Following:**

**ELECTRICAL CONTRACTORS (MASTER/UNLIMITED ELECTRICIANS)
JOURNEYMAN ELECTRICIANS
RESIDENTIAL ELECTRICAL CONTRACTORS (RESIDENTIAL ELECTRICIANS)**

March 1, 2017

You (Respondent) are invited to respond to the National Association of State Contractors Licensing Agencies' (NASCLA) Request for Proposal (RFP) to host examinations and examination items for computer-based testing for the three (3) electrical examinations listed above, and described in more detail below.

If you wish to submit a Proposal, you must comply with the instructions found herein; failure to comply with any of the requirements may result in the rejection of your proposal. Please read the enclosed document carefully; you will be rated on how closely your proposal complies with the provisions and requirements found in this RFP, which is comprised of two (2) sections:

- Section I – General Information; and
- Section II – Project Requirements, which details the Form of Scope of Work, as well as pertinent appendices.

The three (3) electrical examinations will be computer hosted by the Respondent for access and use by NASCLA, third-party vendors and/or testing agencies approved by NASCLA (i.e., Approved Administration Providers).

The successful Respondent must satisfy, or be willing to satisfy, the following three (3) mandatory conditions:

1. The Respondent, or a principal of the respondent, must have had at least five (5) years of experience in hosting credentialing examinations for linear computer-based testing or have five (5) years in other similar areas of experience.
2. The Respondent must agree that NASCLA will retain ownership of the examinations and all related materials, items, statistics, scores, data and any ancillary materials.
3. NASCLA will remain the owner of the examination copyrights, and all materials provided by NASCLA to Respondent must be returned to NASCLA at the conclusion of the contract.

If a Respondent would like to also administer the examinations in addition to hosting the exams, such Respondent must also become a NASCLA Approved Administration Provider prior to acting in such capacity. If Respondent becomes an Approved Administration Provider, or if a Respondent is currently a NASCLA Approved Administration Provider, please provide the locations of your proctoring sites with your response to this RFP. Please note that you and such locations must be approved by NASCLA prior to conducting any testing at such sites. All Approved Administration Providers will maintain such status under a separate contract. The procedure for becoming either an Accredited Examination Provider or Approved Administration Provider is available upon request from NASCLA. Please note that a Respondent is not required to be a NASCLA Accredited Examination Provider or a NASCLA Approved Administration Provider to respond to this RFP, nor will application for such provide any additional weight to a Respondent's Proposal.

By submitting a Proposal, you and/or your firm agree(s) to the terms and conditions stated in this RFP.

To be considered, your response to this RFP, along with all associated documents, **must be received via email** to: Angie Whitaker, NASCLA Executive Director, at: angiewhitaker@nascla.org **no later than 3:00 PM PST, May 1, 2017.**

A signed, follow-up hardcopy must be received at the NASCLA Office located at: 23309 N. 17th Drive, Building 1, Unit 110, Phoenix, Arizona 85027, Attention: Angie Whitaker, **no later than 3:00 PM PST, May 15, 2017.** A postmark shall not be accepted as meeting the deadline if received after the specified time and date. It is the Respondent's responsibility to ensure timely delivery of the Proposal.

Should you have any questions, please contact: Angie Whitaker, NASCLA Executive Director, via email at: angiewhitaker@nascla.org **no later than 3:00 PM PST, April 1, 2017.** All questions will be answered via email by 3:00 PM MST, April 15, 2017.

SECTION I – GENERAL INFORMATION

A. Background. The National Association of State Contractors Licensing Agencies (NASCLA) is a non-profit corporation and has been in existence since 1962. NASCLA’s regular membership is comprised of state and local contractor licensing agencies. Additionally, construction firms, construction trade associations, and others associated with the construction industry are affiliated members.

B. Purpose of RFP. The purpose of this RFP is to provide interested Respondents with sufficient information to enable them to prepare and submit proposals for consideration by NASCLA to host the following three (3) electrical examinations developed for the NASCLA Accredited Electrical Examination Program:

- i. *NASCLA Accredited Trade Examination for Electrical Contractors (Master/Unlimited Electricians),*
- ii. *NASCLA Accredited Examination for Journeyman Electricians, and*
- iii. *NASCLA Accredited Trade Examination for Residential Electrical Contractors (Residential Electricians).*

The chosen Respondent will be responsible for: (i) examination hosting, (ii) electronic delivery of the examinations to NASCLA approved, computer-based test administrators, (iii) electronic receipt and delivery of examination scores to the NASCLA Educational Database (NED), and (iv) tracking and maintaining psychometric data and/or statistics obtained from completed examinations.

C. Key Action Dates. Listed below are the significant milestones for this RFP. The timeframe listed for each milestone is approximate and is subject to change by NASCLA.

KEY ACTION	DATE
RFP Release	March 1, 2017
Questions Due from Respondents	April 1, 2017
Questions and Answers to Respondents	April 15, 2017
RFP Response Submission Due	May 1, 2017 by 3:00 PM PST
Evaluation of Responses	June 1 thru July 30, 2017
Presentation/Interview(s) (as applicable)	August 2017
Notification of Award	September 2017

D. Start Date. The Respondent must be available to begin on September 1, 2017 or upon NASCLA contract approval, whichever occurs later.

E. Respondent Questions.

1. Requests for Clarification. To ensure competitive fairness and impartiality, if a Respondent seeks clarification regarding any provision of this RFP, such Respondent shall **submit its questions via email to: Angie Whitaker, NASCLA Executive Director**, at angiewhitaker@nascla.org no later than April 1, 2017, 3:00 PM MST. Respondents who submit inquiries are responsible to confirm the receipt of the question(s) by **April 10, 2017** if Respondent has not received email confirmation from NASCLA. A Respondent that fails to report a known or suspected problem with the RFP or fails to seek clarification and/or correction of the RFP shall submit a Proposal at its own risk. Answers to a written request for clarification shall be provided to the Respondent seeking clarification, but may also be provided to all Respondent(s) to which NASCLA is aware of having an interest in this RFP.

2. Verbal Inquiries. NASCLA reserves the right not to accept or respond to verbal inquiries. Verbal remarks, if any, provided in response to verbal inquiries are unofficial and are not binding on NASCLA unless later confirmed in writing. No inference should be drawn, nor any reliance made from any question to which NASCLA does not respond in writing.

3. What to Include in an Inquiry.

a. Respondent's name, including name of company (if applicable), point of contact (if applicable), mailing address, telephone number, email address, and a reference to this **NASCLA RFP**.

b. A description of the request for clarification, the subject or issue in question, or the discrepancy found. Please include the section within the RFP, the page number or other useful information in identifying the specific problem or issue in question.

c. Remedy sought, if any.

F. Term and Contract Amount. The start of the Contract is anticipated to be **September 1, 2017** or upon NASCLA approval of the Contract, whichever occurs later. The original contract period is anticipated to be a minimum of sixty (60) months, after which a re-evaluation is required prior to renewal for any subsequent period.

G. Proposal Content – Mandatory Administrative Requirements. The following list of data/information must be included as part of a respondent's response to this RFP. Each item listed must be clearly labeled with the corresponding number and separated in its own section of the response. There should be no attachments, enclosures or exhibits other than those considered by the Respondent to be essential to a complete understanding of the proposal submitted and the qualifications of the proposer. Each section of the proposal must be clearly identified with the appropriate headings; as follows:

1. Cover Letter. A cover letter must be submitted and signed by a person authorized to bind the Respondent submitting a proposal. The proposal cover letter must include a summary of how the Respondent intends to fulfill the requirements of this RFP including a statement that the Respondent understands the terms of the proposed contract set forth in **Section II – Statement of Work (SOW)**.

2. Project Summary. Respondent should state in succinct terms its understanding of the requirements of this RFP and how it or its organization can best meet NASCLA's requirements.

3. Information on the Respondent's Organization. Respondent must provide the full name and address of the organization and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work required. Indicate whether the organization operates as a sole proprietorship, partnership, corporation, or limited liability company. If an entity other than a sole proprietorship, include the state in which it is organized. List any subcontractors, including firm name, address and contact person, and a complete description of the work to be subcontracted. Include descriptive information regarding the subcontractor's organization, qualifications, and capabilities. The selected Respondent must be able to staff a project team that possesses the requisite talent and expertise in the fields of hosting computerized examinations, and related activities. Include the number of executive and professional personnel by skill and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate the individuals (by name and title) that you consider key to the successful completion of this project. Indicate the amount of dedicated management time for the project manager and other key individuals. Resumes must be provided for all personnel who will participate in this project. These resumes must be specific to the individuals who will perform the tasks and produce the tasks and activities associated with this project; "sample" or "representative" resumes will not be acceptable. An acceptable resume must include the individual's education, any applicable credentials and certifications, current work history, and a summary of similar work performed. Sufficient detail must be included in each resume to allow NASCLA to confirm the experience cited.

4. Management Summary. Include a narrative summary description of the proposed effort and the work to be accomplished. If a subcontractor must provide any support, said subcontractor(s) must indicate its capability and willingness to carry out such work. Provide a technical plan and time line to accomplish the tasks enumerated in **Section II – Statement of Work (SOW)**. Suggest alternatives, where appropriate, for how the work can best be accomplished. Be sure to provide sufficient detail so that the reviewers can determine that respondent has a thorough understanding of the work required and the capabilities for performing that work. Additional information, including mock-ups, requested under the specific tasks should be included.

5. Prior Experience. Specify the Respondent's prior experience that is considered relevant to the successful accomplishment of the project as defined in this RFP. Include sufficient details to demonstrate the relevance of such experience and that such experience was of a magnitude to demonstrate the Respondent's fiscal and personnel capabilities to undertake the work proposed herein.

6. Client References. Respondent must provide a minimum of three (3) references from recent clients (within the last five (5) years) for whom they have provided similar services. No more than one (1) of these references should be from a current member of NASCLA. References should be for previous work performed of the same complexity and magnitude as proposed in this RFP and SOW. To verify the information provided, NASCLA staff may contact referenced organizations when reviewing a Respondent's Proposal. While references are preferred from those outside of a Contractor's organization and corporate structure, NASCLA may consider references from those related to the Respondent's organization. NASCLA may also consider additional references from NASCLA members as long as there are at least two (2) additional references from others. This document should be built in or attached to your proposal.

7. Attachment A – Cost Proposal Worksheet. Respondent must complete and submit **Attachment A – Cost Proposal Worksheet** to provide the proposed charges/rates for the services requested in this RFP, which should be included as part of the overall submittal, but in a separately sealed envelope.

H. Reservation of Rights. NASCLA expressly reserves the right to reject any or all proposals or any portion thereof; waive any irregularities or deficiencies in any proposals that are submitted; reject any or all responses to the RFP even if all of the requirements have been met; and withdraw from the process or make any changes to the terms or timetable of this process that NASCLA deems appropriate. NASCLA may enter into negotiations with more than one (1) respondent simultaneously and negotiate with or select a proposal from one (1) respondent without prior notification to other respondents engaged in this process. NASCLA is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of proposals from respondents.

Note: This RFP document and a Respondent's response will be made part of the final contract between the Respondent and NASCLA. At its option, NASCLA may choose to reference all or part of the Respondent's response in the final contract.

I. Presentation and/or Interviews (if applicable). At its discretion, and as part of the selection process, NASCLA may request an in-person presentation and/or interview from one (1) or more of the Respondents. If a presentation or interview is requested, the Respondent's proposed key project staff must be in attendance unless otherwise agreed to by NASCLA. Please note that the date(s) for an in-person presentation set forth in the Key Action Dates described above, may change at the sole discretion of NASCLA.

J. Review and Comparison of Proposals. NASCLA will review each Proposal in detail to determine its compliance with the RFP requirements. If a Proposal fails to meet an RFP requirement, NASCLA will determine if the deviation is material. A material deviation will cause rejection of the Proposal. An immaterial deviation will be examined to determine if the deviation will be accepted. If accepted, the Proposal will be processed. An evaluation committee will first review and evaluate Proposals based on **Appendix A – Evaluation Criteria**. Only those proposals that meet the minimally accepted score will have their cost proposal evaluated.

K. Performance Evaluation. On a yearly basis, or more frequently if determined to be necessary, NASCLA will formally evaluate the Respondent's performance and will report any perceived areas of deficiencies.

L. Indemnification, Liability Coverage & Insurance. The Respondent awarded the Contract must agree to indemnify NASCLA and its successors, assignees and member boards, present and future directors, officers, agents, and employees against, and hold them harmless for, from and against, all claims, losses, deficiencies, liabilities, costs, damages, liens, fines, penalties, expenses, fees, interest, including but not limited to reasonable legal fees, and costs of negotiation and litigation (collectively referred to as "damages"), caused by, resulting from, or which are attributable to, any negligence, actions or inaction by the Respondent or its agents, employees, subcontractors, or those acting for or on its behalf, including, but not limited to, damages relating to, caused by, or arising out of any inaccuracy of any statement or representation, or the breach of any covenant, warranty, or agreement made by, referred to in the Contract, or to the performance of or failure to perform any acts to be performed by the respondent or any of its subcontractors under the contract.

The successful Respondent must agree to notify NASCLA promptly should the Respondent receive notice or become aware of any claim by a person not a party to the Contract, stating the nature and basis of such claim and the amount thereof, if known. NASCLA shall have the right to mediate or defend such third-party claim at the expense of the Respondent. The indemnification provision will survive the term of the Contract.

The successful Respondent must be able to demonstrate financial resources adequate to satisfy this indemnification requirement, or provide evidence of sufficient applicable liability insurance (\$2,000,000.00 aggregate minimum requested) with NASCLA named as an additional insured. The latter method of demonstrating compliance is preferred. Before the start of the Contract, the Respondent must furnish certificate(s) of insurance to NASCLA verifying the requisite liability coverage, which shall also include cyber liability coverage to specifically cover identity theft as a result of security breaches where sensitive information is stolen by a hacker or inadvertently disclosed by human error, including such data elements as Social Security numbers, credit card numbers, employee identification numbers, drivers' license numbers, birth dates and PIN numbers. These certificates shall contain a provision that coverage afforded under the policies will not be canceled unless at least fifteen (15) days prior written notice has been provided to NASCLA. The respondent must promptly notify NASCLA of any changes in such insurance coverage.

Any material breach of the Contract shall entitle NASCLA to pursue and recover any and all damages that arise from the breach, to pursue any or all of the remedies available under the Contract, at law, or in equity, including but not limited to a termination of the Contract.

M. Financial Information and Confidential Material. Respondent must submit its most recent: (a) balance sheet and (b) income statement for review by NASCLA. The most recent income statement should cover a period of at least one (1) year. Any financial materials submitted by a Respondent may be submitted in a sealed envelope. If

Respondent chooses to submit its financial information in a sealed envelope, please clearly indicate the contents are “Confidential Financial Information” and include the Respondent’s name on the outside of the envelope. All financial information will be kept confidential, subject to review only by the NASCLA Special Review Committee for the sole purpose of evaluating the financial component of a Respondent’s response and ability to perform if awarded a contract.

N. Cyber Security Plan. Respondent must provide a detailed cyber security plan. This should include all anticipated security measures that will be taken to protect the examinations, items, and item banks hosted on the Respondent’s server(s). It should also include any legal measures that will be taken if any security breaches occur or are suspected to have occurred during the term of the Contract.

O. Legal Defense Plan. Respondent must provide a detailed description of its legal defense plan for any security breaches that may occur.

P. Award of Contract. Award of a Contract resulting from this RFP, if made, will be based on a “Best Value” method, which includes **cost** as one of several factors. The Best Value evaluation methodology is, in itself, a subjective assessment by NASCLA of the Respondent’s proposal that provides the optimal results (Best Value) to NASCLA. After award of the contract, the selected Respondent shall provide to NASCLA the services as described in this RFP.

Q. Form of Agreement. The resulting Contract, upon mutual agreement between NASCLA and the Contractor, may be amended for additional funds, additional deliverables, unanticipated tasks or additional terms. There shall be no compensable work performed prior to execution of the Contract. If for any reason the Contract is not executed, all work performed by the Respondent is considered donated to NASCLA and no payment shall be made for that work.

R. Project Coordinators. The project coordinators during the term of the Contract will be:

NASCLA Project Manager:

Name: Angie Whitaker
Executive Director
Address: 22309 N. 17th Drive
Building 1, Unit 110
Phoenix, Arizona 85027
Phone: 623-587-9354
Facsimile: 623-587-9625
Email: angiewhitaker@nascla.org

Respondent Project Manager:

Name: _____
Title: _____
Address: _____

Phone: _____
Facsimile: _____
Email: _____

S. Questions. Direct all Contract inquiries to:

NASCLA:

Name: Angie Whitaker
Executive Director
Address: 22309 N. 17th Drive
Building 1, Unit 110
Phoenix, Arizona 85027
Phone: 623-587-9354
Facsimile: 623-587-9625
Email: angiewhitaker@nascla.org

Respondent Project Manager:

Name: _____
Title: _____
Address: _____

Phone: _____
Facsimile: _____
Email: _____

T. Authorization. The persons authorized to negotiate the Contract are:

NASCLA Authorized Agent:

Name: Angie Whitaker
Executive Director
Address: 22309 N. 17th Drive
Building 1, Unit 110
Phoenix, Arizona 85027
Phone: 623-587-9354
Facsimile: 623-587-9625
Email: angiewhitaker@nascla.org

Respondent Authorized Agent:

Name: _____
Title: _____
Address: _____

Phone: _____
Facsimile: _____
Email: _____

**ATTACHMENT A – COST PROPOSAL WORKSHEET
(For Respondent to Complete)**

(Information entered below shall be added to the resulting contract)

Proposals will be evaluated first in terms of overall quality. All proposals receiving the minimum quality points will be compared relative to cost.

The Respondent shall provide its proposed charge(s) to NASCLA to host the three (3) NASCLA electrical examinations and provide the requested data (as set forth in the RFP) on the Cost Proposal Worksheet below. These charges should be all-inclusive, including all aspects of test hosting, report preparation and distribution, committee meetings, introduction of innovation items, and any other deliverables, etc. If the Respondent is proposing a schedule of cost differentials based on number of examinations delivered for the contract period, those schedules should also be included.

Note: Any renewal of the Contract shall be in writing and shall be subject to the same terms and conditions including costs for services, set forth in the initial Contract. Candidate populations in the cost proposal are based on the candidate population for the contract period including renewal periods.

EXAMINATION SERVICES	COST
1. Set-Up Charges:	\$ _____
2. Charge per Exam Administered:	\$ _____
3. Maintenance Charges (if any):	\$ _____
4. Other Costs:	\$ _____

Include any additional information regarding costs that would assist NASCLA in the evaluation of your cost proposal.

Failure to provide the requested information above, and specifically, the cost per exam administered, shall result in the proposal being rejected.

Name of Respondent / Company

Authorized Representative's Signature
(The foregoing individual must have the authority to bind the Respondent)

Printed Name and Title of Authorized Representative

SECTION II – PROJECT REQUIREMENTS
STATEMENT OF WORK (SOW)
(For use in the Eventual Contract)

A. Contractor's Responsibilities. In addition to meeting the minimum **Skills/Experience Qualifications**, the Contractor must perform and provide the **Contractor Tasks and Deliverables** in **Section II.B (Contractor Tasks and Deliverables)**, below. The following also describes specific responsibilities of the Contractor. The Contractor shall:

1. Designate a person to whom all communications may be addressed and who has the authority to act on all aspects of the services.
2. Provide technical services for all activities associated with the execution of the tasks identified in this Statement of Work.
3. Allow access to the examinations to each appropriate computer-based testing vendor (e.g., an Approved Administration Provider) that has been approved by NASCLA.
4. Submit a project Work Plan to be approved by NASCLA prior to the execution of the Contract.
5. Complete all tasks and deliverables within the periods specified by NASCLA's accepted project Work Plan and shall submit them to the individual designated by NASCLA.
6. Return all examinations, items, item analyses, and related material to NASCLA prior to the termination of the Agreement on a mutually agreed upon schedule in order to assure a smooth transition to the next contractor.

B. Contractor Tasks and Deliverables. The Contractor shall:

1. Meet with NASCLA staff and/or the NASCLA psychometric auditor as necessary.
2. Maintain the electrical examinations on the Contractor's servers.
3. Maintain the security of the servers, the examinations, the item bank, and other pertinent examination information at all times.
4. Maintain statistical data according to an agreed upon schedule, and provide statistical formats and/or reports that meet NASCLA's requirements, as indicated in **Appendix B – Requirements for Software**, attached hereto.
5. Provide details in the proposal of the following:
 - a. a means of maintaining items, exams, servers holding them;

- b. the types of security measures that will be taken;
- c. the types of data and statistics that will be reported or readily obtainable, how often they will be reported or readily obtainable, and statistical methodologies; and
- d. a proposed timeline for accomplishing the tasks included in this RFP.

6. Set up server to make exam remotely accessible to Approved Administration Providers via a secure VPN connection or equivalent, requiring two (2) separate means of electronic authentication, both by the examinee and the exam proctor. Proposal should include documentation demonstrating that the hosting servers will be provided in a secure environment and a detailed explanation of how secure electronic access to the exams will be provided for Approved Administration Providers.

7. Submit documentation of completion of contractor tasks and deliverables to the NASCLA Executive Director on at least a monthly basis.

8. The Copyright of all materials shall remain with NASCLA. NASCLA shall own and hold all intellectual property rights, including copyrights for the items, item banks of all examinations, the examinations themselves, any software developed specifically for the NASCLA Accredited Examination Program, and all publications produced pursuant to the contract.

9. Prepare material as requested by NASCLA for review by NASCLA's Psychometric Consultant. The documentation shown in **Appendix B – Requirements for Software** shall be submitted to NASCLA on a yearly basis (date of submission to be determined once the contractual work has begun). A summary of the material will be reviewed by the NASCLA Accredited Examination Program Committee.

10. Upon request, make available a key individual to attend the NASCLA Board of Directors Mid-Year Meeting and/or NASCLA Annual Conference and make any requested presentations to committees or conference attendees.

11. NASCLA, including any member of NASCLA, shall have the right to review the hosting site.

C. NASCLA Responsibilities. The NASCLA Project Manager is the contact person to whom all Contractor communications must be addressed. The following describes the responsibilities of NASCLA. The NASCLA Project Manager shall:

1. Review the Contract and associated documents with the Contractor to ensure a complete understanding of the responsibilities of both parties.

2. Coordinate and schedule meetings between the Contractor Project Manager and/or other personnel, and the NASCLA Project Manager and/or the psychometric auditor and/or other personnel.

3. Review and assess Contractor deliverables for quality and completeness, and ensure the technical requirements of the Contract are met.

4. Provide Contractor Project Manager(s) with sufficient and timely access to NASCLA staff and feedback, as appropriate to facilitate the execution of the Contractor tasks and deliverables.

5. Provide to the Contractor the following NASCLA policies and procedures for review/signature and, if required, signature. The Contractor shall ensure that any applicable personnel and subcontractors also review and sign these documents, such as:

- a. sexual harassment training policy;
- b. confidentiality;
- c. use of NASCLA facilities;
- d. security, and
- e. internet usage policies.

D. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty and other causes beyond the reasonable control of the Parties shall excuse the Parties' performance under this Agreement for the period of any such prevention, delay, or stoppage.

E. Subcontractor Affiliation and Personnel Replacement.

1. The Contractor shall act as the prime contractor under this Agreement. In addition to identifying all personnel proposed to work under this Agreement, the Contractor must also identify its subcontractor affiliations as applicable. Contractor shall notify the NASCLA Executive Director immediately when any personnel are added or removed under the terms of this Agreement and its subcontractor affiliations as applicable. Contractor shall submit a resume with at least equal the required minimum qualifications as the original personnel. Contractor personnel replacement shall require approval by the NASCLA Project Manager.

2. NASCLA reserves the right, in its sole discretion, to disapprove the continuing assignment of Contractor personnel provided to NASCLA under this Agreement. If NASCLA exercises this right, the Contractor must remove the personnel from the Agreement within three (3) working days of notice by NASCLA, and must endeavor to provide qualified replacement personnel who meet the minimum requirements set forth in this Agreement within fifteen (15) working days but in all cases shall provide replacement personnel within thirty (30) working days of NASCLA exercising its rights. Failure to provide qualified replacement personnel, as determined by NASCLA,

within the specified period, shall constitute a breach of this agreement and shall entitle NASCLA, at its sole election, to pursue all of its available legal remedies.

F. Commencement of Work. The Contractor is not authorized to deliver or commence performance of services as described in this Statement of Work until written approval has been obtained from the NASCLA Project Manager. Any delivery or performance of service that is commenced prior to agreement approval shall be considered voluntary on the part of the Contractor and shall not be paid by NASCLA.

APPENDIX A **(Evaluation Criteria)**

Please note that the use of elaborate proposals beyond that which is sufficient to present a complete and effective proposal are neither necessary nor desirable.

Responses to this RFP will be evaluated by a committee appointed by NASCLA and will be based upon a two (2)-step selection process. The first step will involve an evaluation of the following factors as presented in each Respondent's response to this RFP:

- A. Description of security measures to be taken.
- B. Quality, Simplicity, Elegance, and Ease of Use of the Software for Test Developers.
- C. Quality, Simplicity, Elegance, and Ease of Use of the Software for Test Proctors and Examinees.
- D. Cost Proposal and Value of Product.

The second step will involve an evaluation of the Respondent's capability and qualifications, presentation of contractual obligations, and subsequent interviews and negotiations as described below:

Capability and Qualifications.

The written proposal shall describe the Respondent's ability to meet the terms of the RFP, especially as to the time constraints, quality and the Respondent's experience working on projects similar to that described in the RFP, financial resources to meet the demands of the project, competence of personnel assigned to the project, equipment and facilities available to the Respondent, infrastructure of the Respondent's organization, qualifications and experience of the testing center network, successful completion of similar projects, and references.

Presentation of Contractual Obligations.

The written proposal shall include security procedures, and an overall understanding of the responsibilities required of the contractor. The written proposal shall also include a detailed description, providing images where appropriate, of the technologies and strategies that will be deployed to ensure computer security of the examination hosting/delivery process, the examinations, the items and item banks, and the means by which electronic access to the exams and items will be provided to NASCLA Approved Administration Providers.

In addition, the proposal should include a proposed fee collection auditing infrastructure wherein the means are provided for each participating licensing agency or its vendor, as well as for NASCLA and Respondent to determine the number of examinations that have been administered at each licensing agency's or its vendor's proctoring sites so that fee

collections and disbursements can be accurate and so that all parties may have consistent data regarding the number of examinations administered.

All Respondents should include detailed procedures and plans that will be followed in order to accomplish the goals of this RFP.

Only those proposals receiving an average score of 85% or better of the total maximum possible scores will be evaluated in terms of cost. Although cost will be evaluated after a determination of quality, maintaining a reasonable cost to candidates is crucial to NASCLA. Following the review of costs, a subgroup of NASCLA or its proposal evaluation committee may request a meeting with one (1) or more respondent(s) to negotiate terms and conditions. NASCLA will determine the location and date for such meeting(s). Expenses incurred by the Respondent's key personnel to attend this meeting will be the responsibility of the Respondent.

APPENDIX B
(Requirements for Software)

A. All examinations must be delivered electronically to the Approved Administration Providers, and include the use of software that:

1. Can deliver proctored examinations online through a secure method and system which limits the ability of any hacker to access either the examination being administered or the entire database.

2. Has a built-in browser blocker which prohibits access to the internet by the examinee while examinee is in the process of taking the examination, and which additionally prohibits the examinee or proctor from creating screenshots of items or from copying items into the computer or into external drives or memory sticks, etc.

3. Has a feature to automatically report grade to the NASCLA Examination Database (NED), to the selected licensing agency to which the examinee has initially applied, and to the examinee via e-mail and/or regular mail, which includes:

a. Score (which software can be set on or off to show score).

b. Pass/Fail status.

c. Strength/Weakness report which shows strength or weakness in each of the specific pre-determined content domains, to be included only with failing scores.

4. Is integrated with a server, and includes ability to:

a. Paste or type items into a multiple choice format which has one (1) stem and four (4) answer choices, and allows changes to be made to items at any time by the test developer.

b. Paste or type associated reference citation for each item to be integrated with the item in the software, which will not be seen on the examination forms.

c. Paste or type associated notes regarding each item to be integrated with that item in the software, which will not be seen on the examination forms.

d. Automatically track initial input of item into system as well as any changes in the wording of each item by date and by person submitting the changes.

e. Duplicate an item as a separate item without having to re-type it.

f. Assign a category name and number to each item.

- g. Search for specific items by using a keyword search that allows examination developers to find an item based on a word or word combination that appears in the stem or answer choices.
- h. Provide automated randomized assembly of examination forms for each individual examination administration based on several criteria upon which items are selected following a pre-set screening mechanism which insures consistency between all forms for the following:
 - i. Content/Exam Plan.
 - ii. Difficulty rating.
 - iii. Cognitive level rating.
 - iv. Any other psychometrically determined rating or criteria as needed or requested.
- i. Provide the ability to set the length of time for the examination to be administered such that the examination will close when the end of the time period is reached.
- j. Present the answers to each examinee in a randomized order, with a feature which allows the answer choices to be flagged such that they are presented in a set nonrandomized order, such as for numerical answers (e.g., a. 2, b. 4, C. 6, d. 8).
- k. Include the ability to present examination instructions at the beginning of each exam and for the test developer to be able to edit or change the instructions at will.
- l. (Optional) Include the ability of the examinee to type in comments regarding an item's content when wanting to challenge the validity of the item.
- m. (Optional) Include the ability to provide an on-screen calculator for an examinee while the examinee is taking the examination for use in calculating questions (with minimum functions only: +, -, /, *, square root, 1/x, %).
- n. Include mechanisms by which a proctor can:
 - i. Temporarily pause the timing of the examination in cases of emergency.
 - ii. Close the examination for those cases when an examinee leaves the testing site without having finished the examination.

- iii. Add/subtract the amount of time remaining for exam for those cases when ADA concerns are being addressed or for power outages, etc.
- o. Include mechanisms by which an examinee:
 - i. Can see how much time is left on the examination.
 - ii. Can mark an item to easily remind them to return to that item later on.
 - iii. Must sign out before closing the examination to ensure that a candidate does not prematurely end the examination by accident.
 - iv. Can navigate directly to questions based on question number.
 - v. Can go directly to finish screen from any question.
- p. Allow non-scored pilot items to be included on an examination form according to pre-set screening algorithms, while allowing such items to be included or excluded from item and test statistics reporting.
- q. Mark items as “enemies” or “clones” such that they will never appear in the same examination form.
- r. Mark items as inactive so that they are not included in the pool of items from which any examination form is assembled.
- s. Include drawings or illustrations that have a high resolution requirement as part of an item.
- t. Generate item response data in table formats that can be easily exported as .csv and/or excel files.
- u. Generate item analysis reports on demand which are able to show for the entire population of examinees or for the population of examinees within any specific state or testing center or for the total national population the:
 - i. P-value data for individual items.
 - ii. Point-biserial data for individual items.
 - iii. Biserial data for individual items.
 - iv. Distractor analysis [upper 27%, middle 46%, lower 27%] for items in relation to overall selected testing candidate population.

- v. The number of times each item has been used for an examination.
 - vi. The average length of time taken by examinees to answer the question.
 - vii. Statistics to indicate the performance of non-graded pilot items and for comparison with the performance of existing items.
 - v. Generate test analysis reports on demand which are able to show for the entire population of examinees or for the population of examinees in general or within any specific state or testing center or for the total national population the:
 - i. Test mean.
 - ii. Test percentage scores.
 - iii. Test standard deviations.
 - iv. Test standard error of measurement.
 - v. Reliability coefficients for the test.
 - vi. Amount of time taken by examinees to complete the examination.
 - vii. The range of scores from low to high, in order.
 - viii. Score means, medians and mode.
 - w. Time taken by candidates for each exam form, and for each item, as well as the mean, median, and mode for the time by any selected time period.
 - x. Generate a report on demand that shows which items appear on the specific form that an examinee has taken and the order in which the items appeared, what answers the examinee has chosen, and which of those items the examinee has incorrectly chosen. Also generate a report which shows which items an examinee has seen and the number of times that examinee has seen each item.
 - y. Generate a report that shows the number of items an examinee has answered correctly or incorrectly within a category, and a means of assigning each item a specific category for each examination.
- B. Proposal to include amount charged for each individual examination provided.
- C. Proposal to provide details of means of accommodating ADA issues, if available.

- D. Proposal to include complete description of security measures, which should include as a minimum the equivalent or better of setting up server to make exam remotely accessible to exam providers via a secure VPN connection, requiring two separate means of electronic authentication, both by the examinee and the proctor.
- E. Proposal to include password change authentication procedures.
- F. Proposal to state that proposer will work with each proctoring administrator to set up software integration.
- G. Proposal to include description of means of backing up scoring data and item bank.
- H. Proposal to state that proposer will maintain the server and a means of immediate response for any issues that arise during the course of testing regarding the software or electronic transmission of the exams.
- I. Proposal to describe means of maintaining the physical security of item bank.