



INVITATION TO BID NO: 09-X-2208535

STATE OF ALABAMA  
DEPARTMENT OF FINANCE  
DIVISION OF PURCHASING

REQ. AGENCY : 345000  
BOARD OF HEATING & A/C CONTRACTORS  
AGENCY REQ. NO. :  
T-NUMBER : TA454  
DATE ISSUED : 07/20/09  
VENDOR NO. :  
VENDOR PHONE NO. :  
SNAP REQ. NO. : 1421387  
BUYER NAME : JANNA WICKHAM

INVITATION TO BID

FOR: TESTING FOR HEATING & AIR CONDITIONING CONTRACTORS

BUYER PHONE NO. : (334) 242-4288-  
PURCHASING PHONE NO: (334) 242-7250

BID MUST BE RECEIVED BEFORE:  
DATE: 08/12/09 TIME: 5:00 PM

BIDS WILL BE PUBLICLY OPENED:  
DATE: 08/13/09 TIME: 10:00 AM

TO BE COMPLETED BY VENDOR

INFORMATION IN THIS SECTION SHOULD BE PROVIDED, AS APPROPRIATE. BID RESPONSE MUST BE IN INK OR TYPED WITH ORIGINAL SIGNATURE AND NOTARIZATION.

1. DELIVERY: CAN BE MADE \_\_\_\_\_ DAYS OR \_\_\_\_\_ WEEKS AFTER RECEIPT OF ORDER
  2. TERMS: \_\_\_\_\_(DISCOUNTS ARE TAKEN WITHOUT REGARD TO DATE OF PAYMENT.)
  3. PRICE VALID FOR ACCEPTANCE WITHIN \_\_\_\_\_ DAYS.
  4. VENDOR QUOTATION REFERENCE NUMBER, IF ANY: \_\_\_\_\_  
(THIS NUMBER WILL APPEAR ON THE PURCHASE ORDER.)
  5. E-MAIL ADDRESS: \_\_\_\_\_  
INTERNET WEBSITE: \_\_\_\_\_
  6. GENERAL CONTRACTOR'S LICENSE NO: \_\_\_\_\_  
TYPE OF G.C. LICENSE: \_\_\_\_\_
- RETURN INVITATION TO BID:

US MAIL

COURIER

STATE OF ALABAMA  
DEPARTMENT OF FINANCE  
DIVISION OF PURCHASING  
P O BOX 302620  
MONTGOMERY, AL 36130-2620

STATE OF ALABAMA  
DIVISION OF PURCHASING  
RSA UNION BUILDING  
100 N. UNION ST., SUITE 192  
MONTGOMERY, AL 36104

\*\*\*\*\* IMPORTANT NOTE: \*\*\*\*\*

BIDDERS MUST COMPLY WITH ALL "BID RESPONSE INSTRUCTIONS" ON PAGE 2, TO INCLUDE ITEM 7 - COPY REQUIREMENT.

SIGNATURE AND NOTARIZATION REQUIRED

I HAVE READ THE ENTIRE BID AND AGREE TO FURNISH EACH ITEM OFFERED AT THE PRICE QUOTED. I HERBY AFFIRM I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION BY AGREEMENT TO BID AT A FIXED PRICE OR TO REFRAIN FROM BIDDING.

SWORN TO AND

FEIN OR SSN

AUTHORIZED SIGNATURE (INK)

SUBSCRIBED BEFORE ME THIS

COMPANY NAME

TYPE/PRINT AUTHORIZED NAME

\_\_\_\_\_ DAY OF \_\_\_\_\_

MAIL ADDRESS

TITLE

NOTARY PUBLIC

CITY, STATE, ZIP

TOLL FREE NUMBER

TERM EXP: \_\_\_\_\_

PHONE INCLUDING AREA CODE

FAX NUMBER

STANDARD TERMS & CONDITIONS

VENDOR NAME :

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AUTHORITY:

THE DEPARTMENT OF FINANCE CODE OF ADMINISTRATIVE PROCEDURE, CHAPTER 355-4-1 EFFECTIVE DECEMBER 20, 2001 IS INCORPORATED BY REFERENCE AND MADE A PART OF THIS DOCUMENT. TO RECEIVE A COPY CALL (334)242-7250, OR OUR WEBSITE WWW.PURCHASING.ALABAMA.GOV .

INFORMATION AND ASSISTANCE TO MINORITY BUSINESSES IN THE TECHNICAL COMPLETION OF REQUIRED FORMS MAY BE OBTAINED FROM THE OFFICE OF MINORITY BUSINESS ENTERPRISE, 1-800-447-4191.

BID (ITB) RESPONSE INSTRUCTIONS REV: 04/07/09

1. TO SUBMIT A RESPONSIVE BID, READ THESE INSTRUCTIONS, ALL TERMS, CONDITIONS AND SPECIFICATIONS.
2. BID ENVELOPES/PACKAGES/BOXES MUST BE IDENTIFIED ON FRONT, PREFERABLY LOWER LEFT CORNER AND BE VISIBLE WITH THE BID NUMBER AND OPENING DATE. EACH INDIVIDUAL BID (IDENTIFIED BY A UNIQUE BID NUMBER) MUST BE SUBMITTED IN A SEPERATE ENVELOPE. RESPONSES TO MULTIPLE BID NUMBERS SUBMITTED IN THE SAME ENVELOPE/COURIER PACKAGE, THAT ARE NOT IN SEPERATE ENVELOPES PROPERLY IDENTIFIED, WILL BE REJECTED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR LATE BIDS FOR ANY REASON INCLUDING THOSE DUE TO POSTAL, OR COURIER SERVICE. BID RESPONSES MUST BE IN THE DIVISION OF PURCHASING OFFICE PRIOR TO THE "RECEIVE DATE AND TIME" INDICATED ON THE BID.
3. BID RESPONSES (PAGE 1, PRICE SHEET AND ADDENDUMS (WHEN SIGNATURE IS REQUIRED)) MUST BE IN INK OR TYPED ON THIS DOCUMENT. OR EXACT FORMAT WITH SIGNATURES BEING HANDWRITTEN ORIGINALS IN INK (PERSON SIGNING BID, NOTARY, AND NOTARY EXPIRATION), OR THE BID WILL BE REJECTED. UNLESS INDICATED IN THE BID, ALL PRICE PAGES MUST BE COMPLETED AND RETURNED. IF AN ITEM IS NOT BEING BID, IDENTIFY IT AS NB (NO-BID). PAGES SHOULD BE SECURED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR MISSING PAGES. FAXED BID RESPONSES WILL NOT BE ACCEPTED.
4. THE UNIT PRICE ALWAYS GOVERNS REGARDLESS OF THE EXTENDED AMOUNT. A UNIT PRICE CHANGE ON A LINE MUST BE INITIALED BY THE PERSON SIGNING THE BID, OR THAT LINE WILL BE REJECTED. THIS INCLUDES A CROSS-OUT, STRIKE-OVER, INK-OVER, WHITE-OUT, ERASURE, OR ANY OTHER METHOD CHANGING THE PRICE.
5. A "NO BID" MUST BE RETURNED TO REMAIN ON A CLASS/SUBCLASS. RETURN PAGE 1 MARKED "NO-BID". IDENTIFY IT ON THE ENVELOPE AS A "NO-BID". FAILING TO RESPOND TO 3 ITB'S WITHIN THE SAME CLASS/SUBCLASS WILL AUTOMATICALLY PURGE THE VENDOR FROM THAT CLASS/SUBCLASS. RESPONDING WITH 6 "NO-BIDS" WITHIN THE SAME CLASS/SUBCLASS WILL AUTOMATICALLY PURGE THE VENDOR FROM THAT CLASS/SUBCLASS. A "NO-BID" RECEIVED LATE IS CONSIDERED A NO RESPONSE.
6. THE DIVISION OF PURCHASING IS NOT RESPONSIBLE FOR MISINTERPRETATION OF DATA FAXED FROM THIS OFFICE.
7. THE DIVISION OF PURCHASING REQUIRES AN ORIGINAL AND A MINIMUM OF ONE COMPLETE EXACT COPY (TO INCLUDE SIGNATURE AND NOTARY) OF THE INVITATION-TO-BID RESPONSE. THE ORIGINAL AND THE COPY SHOULD BE SUBMITTED TOGETHER AS A BID PACKAGE.
8. AN IMPROPERLY SUBMITTED BID, LATE BID, OR BID THAT IS CANCELLED ON OR BEFORE THE OPENING DATE WILL BE HELD FOR 90 DAYS AND THEN DESTROYED. THE BID MUST BE RETRIEVED DURUIG REGULAR WORK HOURS, MONDAY - FRIDAY, EXCEPT STATE HOLIDAYS. AFTER THE BID IS DESTROYED, THE DIVISION OF PURCHASING ASSUMES NO RESPONSIBILITY FOR THE DOCUMENT.

DISQUALIFIED/CANCELLED BID

BIDS THAT ARE IMPROPERLY SUBMITTED OR RECEIVED LATE WILL BE A RESPONSE FOR RECORD, BUT WILL NOT BE RETURNED OR A NOTIFICATION MAILED.

THE FOLLOWING IS A PARTIAL LIST WHEREBY A BID RESPONSE WILL BE DISQUALIFIED:

- BID NUMBER NOT ON FACE OF ENVELOPE/COURIER PACKAGE/BOX
- RESPONSES TO MULTIPLE BID NUMBERS IN SAME ENVELOPE NOT PROPERLY IDENTIFIED
- BID RECEIVED LATE
- BID NOT SIGNED/NOT ORIGINAL SIGNATURE
- BID NOT NOTARIZED/NOT ORIGINAL SIGNATURE OF NOTARY AND/OR NO NOTARY EXPIRATION
- NOTARIZED OWN SIGNATURE
- REQUIRED INFORMATION NOT SUBMITTED WITH BID
- FAILURE TO SUBMIT THE ORIGINAL BID AND A COMPLETE EXACT COPY WILL RESULT IN REJECTION OF THE BID RESPONSE
- FAILURE TO MARK RESPONSES AS "ORIGINAL" AND/OR "COPY" COULD RESULT IN THE ENTIRE BID RESPONSE BEING REJECTED

CERTIFICATION PURSUANT TO ACT NO. 2006-557

ALABAMA LAW (SECTION 41-4-116, CODE OF ALABAMA 1975) PROVIDES THAT EVERY BID SUBMITTED AND CONTRACT EXECUTED SHALL CONTAIN A CERTIFICATION THAT THE VENDOR, CONTRACTOR, AND ALL OF ITS AFFILIATES THAT MAKE SALES FOR DELIVERY INTO ALABAMA OR LEASES FOR USE IN ALABAMA ARE REGISTERED, COLLECTING, AND REMITTING ALABAMA STATE AND LOCAL SALES, USE, AND/OR LEASE TAX ON ALL TAXABLE SALES AND LEASES INTO ALABAMA. BY SUBMITTING THIS BID, THE BIDDER IS HEARBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO. 2006-557, THEY ARE NOT BARRED FROM BIDDING OR ENTERING INTO A CONTRACT PURSUANT TO 41-4-116, AND ACKNOWLEDGES THAT THE AWARDING AUTHORITY MAY DECLARE THE CONTRACT VOID IF THE CERTIFICATION IS FALSE.

SPECIAL TERMS & CONDITIONS

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INVITATION TO BID

INTENT TO AWARD

EFFECTIVE MAY 1, 2008, THE STATE OF ALABAMA - DIVISION OF PURCHASING WILL ISSUE AN 'INTENT TO AWARD' BEFORE A FINAL AWARD IS MADE. THE 'INTENT TO AWARD' WILL CONTINUE FOR A PERIOD OF FIVE (5) CALENDAR DAYS, AFTER WHICH A PURCHASE ORDER WILL BE PRODUCED. UPON FINAL AWARD, ALL RIGHTS TO PROTEST ARE FORFEITED. A DETAILED EXPLANATION OF THIS PROCESS MAY BE REVIEWED IN THE ALABAMA ADMINISTRATIVE CODE - CHAPTER 355-4-1(14).

ALTERNATE BID RESPONSE

UNLESS STATED ELSEWHERE IN THIS INVITATION-TO-BID (ITB) THE STATE OF ALABAMA WILL ACCEPT AND EVALUATE ALTERNATE BID SUBMITTALS ON ANY ITB'S. ALTERNATE BID RESPONSES WILL BE EVALUATED ACCORDING TO THE REQUIREMENTS AS ALL OTHER RESPONSES TO THIS ITB.

INTERNET WEBSITE LINK'S

INTERNET AND/OR WEBSITE LINKS WILL NOT BE ACCEPTED IN BID RESPONSES AS A MEANS TO SUPPLY ANY REQUIREMENTS STATED IN THIS ITB (INVITATION-TO-BID).

PRODUCT DELIVERY, RECEIVING AND ACCEPTANCE

IN ACCORDANCE WITH THE UNIVERSAL COMMERCE CODE (CODE OF ALABAMA, TITLE 7), AFTER DELIVERY, THE STATE OF ALABAMA HAS THE RIGHT TO INSPECT ALL PRODUCTS BEFORE ACCEPTING. THE STATE WILL INSPECT PRODUCTS IN A REASONABLE TIMEFRAME. SIGNATURE ON A DELIVERY DOCUMENT DOES NOT CONSTITUTE ACCEPTANCE BY THE STATE. THE STATE WILL ACCEPT PRODUCTS ONLY AFTER SATISFACTORY INSPECTION.

SALES TAX EXEMPTION

PURSUANT TO THE CODE OF ALABAMA, 1975, TITLE 40-23-4 (A) (11), THE STATE OF ALABAMA IS EXEMPT FROM PAYING SALES TAX. AN EXEMPTION LETTER WILL BE FURNISHED UPON REQUEST.

INVOICES

INQUIRIES CONCERNING PAYMENT AFTER INVOICES HAVE BEEN SUBMITTED ARE TO BE DIRECTED TO THE RECEIVING AGENCY, NOT THE DIVISION OF PURCHASING

BID RESPONSES AND BID RESULTS

UNEVALUATED BID RESPONSES (NOT BID RESULTS) ARE AVAILABLE ON OUR WEB SITE AT WWW.PURCHASING.ALABAMA.GOV. BID RESULTS WILL BE MADE AVAILABLE FOR REVIEW IN THE DIVISION OF PURCHASING OFFICE, BUT ONLY AFTER THE BID HAS BEEN AWARDED. WE DO NOT FAX OR MAIL COPIES OF BID RESULTS. IF A VENDOR WISHES TO REVIEW BID RESULTS IN OUR OFFICE, THEY SHOULD FAX THEIR REQUEST TO REVIEW THE BID TWO DAYS IN ADVANCE TO THE "BID REVIEW CLERK" AT (334) 242-4419. BE SURE TO REFERENCE THE BID NUMBER.

FOREIGN CORPORATION - CERTIFICATE OF AUTHORITY

ALABAMA LAW PROVIDES THAT A FOREIGN CORPORATION (AN OUT-OF-STATE COMPANY/FIRM) MAY NOT TRANSACT BUSINESS IN THE STATE OF ALABAMA UNTIL IT OBTAINS A CERTIFICATE OF AUTHORITY FROM THE SECRETARY OF STATE. SECTION 10-2B-15.01, CODE OF ALABAMA 1975. TO OBTAIN FORMS FOR A CERTIFICATE OF AUTHORITY, CONTACT THE SECRETARY OF STATE, CORPORATIONS DIVISION, (334) 242-5324. THE CERTIFICATE OF AUTHORITY DOES NOT KEEP THE VENDOR FROM SUBMITTING A BID.

BID IDENTIFICATION

REFERENCE PAGE 2, ITEM 2. DUE TO THE POSTAL SERVICE PUTTING BAR CODE LABELS ON ENVELOPES, IT CONCEALS THE BID NUMBER AND DATE IF THE VENDOR HAS WRITTEN THEM OTHER THAN THE LOWER LEFT CORNER, THEREFORE THE BID WOULD BE REJECTED FOR NOT BEING PROPERLY IDENTIFIED.

SPECIAL TERMS & CONDITIONS

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INVITATION TO BID

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AWARD:  
THE AWARD SHALL BE MADE TO THE LOWEST RESPONSIBLE BIDDER MEETING ALL SPECIFICATIONS.

ASSIGNMENT OF CONTRACT:  
TO ASSIGN, SUBLET OR TRANSFER ANY CONTRACT RESULTING FROM THIS SOLICITATION, THE VENDOR'S WRITTEN REQUEST MUST BE APPROVED BY THE STATE PURCHASING DIRECTOR.

FREIGHT:  
BID IS F.O.B. DESTINATION. ANY FREIGHT CHARGES MUST BE INCLUDED IN THE BID PRICES.

AGREEMENT PERIOD:  
ESTABLISH A 12 MONTH AGREEMENT WITH AN OPTION TO ISSUE A SECOND, THIRD, FOURTH, AND FIFTH 12 MONTH AGREEMENT WITH THE SAME PRICING, TERMS AND CONDITIONS. THE SECOND, THIRD, FOURTH, OR FIFTH AGREEMENT, IF AGREED BY BOTH PARTIES, WOULD BEGIN THE DAY AFTER THE FIRST, SECOND, THIRD, OR FOURTH AGREEMENT EXPIRES. ANY SUCCESSIVE AGREEMENT MUST HAVE WRITTEN APPROVAL OF BOTH THE STATE AND VENDOR.

NON-APPROPRIATION OF FUNDS:  
CONTINUATION OF ANY AGREEMENT BETWEEN THE STATE AND A BIDDER BEYOND A FISCAL YEAR IS CONTINGENT UPON CONTINUED LEGISLATIVE APPROPRIATION OF FUNDS FOR THE PURPOSE OF THIS BID AND ANY RESULTING AGREEMENT. NON-AVAILABILITY OF FUNDS AT ANY TIME SHALL CAUSE ANY AGREEMENT TO BECOME VOID AND UNENFORCEABLE AND NO LIQUIDATED DAMAGES SHALL ACCRUE TO THE STATE AS A RESULT. THE STATE WILL NOT INCUR LIABILITY BEYOND THE PAYMENT OF ACCRUED AGREEMENT PAYMENT.

PRORATION:  
ANY PROVISION OF A CONTRACT RESULTING FROM THIS BID TO THE CONTRARY NOTWITHSTANDING, IN THE EVENT OF FAILURE OF THE STATE TO MAKE PAYMENT HEREUNDER AS A RESULT OF PARTIAL UNAVAILABILITY, AT THE TIME SUCH PAYMENT IS DUE, OF SUCH SUFFICIENT REVENUES OF THE STATE TO MAKE SUCH PAYMENT (PRORATION OF APPROPRIATED FUNDS FOR THE STATE HAVING BEEN DECLARED BY THE GOVERNOR PURSUANT TO SECTION 41-4-90 OF THE CODE OF ALABAMA 1975), THE CONTRACTOR SHALL HAVE THE OPTION, IN ADDITION TO THE OTHER REMEDIES OF THE CONTRACT, OF RENEGOTIATING THE CONTRACT (EXTENDING OR CHANGING PAYMENT TERMS OR AMOUNTS) OR TERMINATING THE CONTRACT.

REQUESTED INFORMATION:  
ANY ADDITIONAL INFORMATION REQUESTED FROM A VENDOR MUST BE FURNISHED WITHIN FIVE (5) DAYS FROM RECEIPT OF REQUEST.

PRICE SHEET

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
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UNLESS SPECIFIED OTHERWISE BELOW:

SHIP TO: R1 / STATEWIDE

00001	COMMODITY CODE: 924-20-081144 PROFESSIONAL SERVICES TO PROVIDE TESTING FOR IMPENDING HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTORS/INDIVIDUALS PER ATTACHED SPECIFICATIONS:	1	EA	_____	_____
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VENDOR MUST PROVIDE A COMPLETE/EXACT COPY ALONG WITH THE ORIGINAL OF THEIR BID AS PER REQUIREMENT ON PAGE 2, LINE 7 OF THIS ITB DOCUMENT.

ANY QUESTIONS CONCERNING SPECIFICATION/ REQUIREMENTS OF THIS BID SHOULD BE ADDRESSED TO KATHY LECROIX @ 334-353-7051 OR KATHY.LECROIX@HVAC.ALABAMA.GOV.

PROCEDURAL QUESTION SHOULD BE DIRECTED TO JANNA WICKHAM @ ALABAMA STATE PURCHASING @ 334-242-4288 OR JANNA.WICKHAM@PURCHASING.ALABAMA.GOV

COST PER INDIVIDUAL EXAM MUST BE INDICATED IN THE UNIT PRICE COLUMN ON THIS PAGE.

PAGE TOTAL \_\_\_\_\_

BID TOTAL \_\_\_\_\_

## **SCOPE OF SERVICES TO BE PROVIDED BY THE VENDOR**

### **1. Nature of Services and Vendor's responsibilities:**

- (a) Receive registrations from the Board, for both Heating and Air Conditioning Examinations and Refrigeration Examinations
- (b) Schedule candidates for examinations,
- (c) Develop and maintain two certified examinations, one for Heating and Air Conditioning and one for Refrigeration, which are unconditionally approved by the Board of Heating, Air Conditioning and Refrigeration Contractors (Board) and are compliant with appropriate psychometric standards,
- (d) Provide daily computerized testing,
- (e) Maintain examination security,
- (f) Score examinations,
- (g) Report examination results to the Board and the candidates,
- (h) Hire and train proctors and supervisors
- (i) Adhere to all applicable requirements of the Americans with disabilities Act (ADA)
- (j) Maintain at least four permanent test sites located in Birmingham, Huntsville, Montgomery and Mobile
- (k) Collect fees for any voluntary services,
- (l) Provide opportunities for candidate feedback,
- (m) Must be a National Association of State Contractor Licensing Agencies (NASCLA) approved provider,
- (o) Offer additional services for candidate to review exam, rescore an exam, to challenge an examination questions or any other standard service. The fees for additional services will be the responsibility of the candidate.

### **2. Service Requirements:**

**(a) Bulletin:** Vendor must develop and provide a Licensing Information Bulletin for examination candidates at no cost to the Alabama Board of Heating, Air Conditioning and Refrigeration Contractors. The Bulletin must contain all forms and necessary information for taking the examination. The bid proposal must include a sample Bulletin, which may be a Bulletin in use in another jurisdiction. The content and format of the Bulletin must be pre-approved by the Board. The Bulletin must specify the time line from the point of receiving a registration form to the candidate being able to take the examination.

**(b) Scheduling:** Vendor must develop a system for scheduling and rescheduling candidates for examinations. The system must include

establishing a nation-wide toll-free number that allows candidates to cancel or re-schedule examinations, that provides driving instructions to the test center, and provides information on test center closings due to inclement weather or other cause. The system must also include an internet based program for the same purpose. Vendor must describe how the toll-free number and internet program will be operated, including hours of coverage, means of communicating with candidates, and how Vendor will strive to make the scheduling system “candidate-friendly.” To the extent not already covered in the bid proposal, identify how candidates can contact Vendor with questions regarding the registration and examination process.

**(c) Test Requirements:** Vendor must develop and maintain certified examinations that are unconditionally approved by the Board and compliant with all appropriate psychometric standards.

**(d) Challenge by Candidate:** Vendor must take the steps necessary to defend the examinations in the event of challenge by a candidate in state or federal court, including providing expert opinions, and the Board must be provided access to examination items if needed to defend a challenge.

**(e) Exam Security:** Vendor must assure examination security to preserve the integrity of the examination and prevent cheating. Identify all procedures for notifying the Board of any breach in the integrity of the examination, or other adverse event at a test site. Identify how Vendor must screen candidates to assure the examinations are only taken by approved candidates.

**(f) Test Sites:** Vendor must identify at least four (4) test sites geographically dispersed within the state of Alabama. Vendor will provide at least weekly computerized examinations at each site. These test sites must be operated mainly as a testing facility, must be managed, staffed, and operated by Vendor. If available, candidates may also use test sites in other states, and vendor must describe where and how such arrangements would be made.

**(g) Compliance with ADA:** Vendor will comply with the ADA both with respect to physical accessibility of test sites and the provision of accommodations in the taking of the examinations by qualified disabled candidates. Vendor must so comply with the ADA at no additional or special cost to the Board or candidate.

**(h) Score Reporting:** Vendor must verify that the scoring method will comply with appropriate psychometric standards and must provide a mock up of the score report form which will be provided to candidates, and state when and how such form must be provided to candidates. Vendor must assure that the score report form must include instructions to candidates for obtaining a license or applying for re-examination.

**(i) Candidate Comments:** Vendor must provide candidates an opportunity to comment on the administration and application procedures of the testing company, and any matters related thereto, with quarterly reports to the Board.

**(j) Examination Critique:** Vendors must specify a method of examination critique and performance feedback to candidates, such as on-site comments and diagnostic scoring. Vendor must provide all failing candidates a breakdown or diagnostic profile of their strengths and weaknesses.

**(k) Storage of Records:** Vendor must have the ability to store examinee records for at least 13 months after each test administration, including processed applications, and copies of score reports. Vendor must have the ability to store electronic file histories of all candidates for at least 5 years after each test administration. Vendor must provide such files to the Board upon termination of Vendor's contract, or otherwise at the request of the Board. Vendor must maintain confidentiality of test scores in such a system, and Vendor must back-up the files.

**(l) Roster of Candidates:** Vendor must create a roster of passing and failing candidates to be made available to the Board on a daily basis after each examination administration.

**3. Background Information.** The vendor must provide the following general background information:

**(a)** Name, address, telephone number, fax number and e-mail address of the vendor including all d/b/a's or assumed names or other operating names of the vendor.

**(b)** Form of business entity, i.e. corporation, partnership, proprietorship, limited liability company, etc.

**(c)** State of incorporation, state of formation, or state of organization.

**(d)** State the name, location and telephone numbers of the major offices and other facilities that relate to the vendor's performance under the terms of this bid proposal.

**(e)** Name, address and telephone number of the vendor's representative to contact regarding all contractual and technical matters concerning this bid proposal.

**(f)** Name, address and telephone number of the vendor's representative to contact regarding scheduling and other arrangements.

(g) The successful vendor will be required to register to do business in Alabama. If already registered, provide the date of the vendor's registration to do business in Alabama and the name and address of the vendor's registered agent.

**NOTE: Items 4 & 5 must be furnished within 10 days, upon request of the Board, after Bid opening.**

**4. Financial Information.** The vendor must submit Vendor's most recently audited or reviewed financial statement and provide a minimum of one (1) financial references.

**5. Terminations, Litigation, Debarment.** The vendor must provide the following information:

(a) During the last five (5) years, has the vendor had a contract for services terminated for any reason? If yes, provide full details related to the termination.

(b) During the last five (5) years, describe any damages or penalties or anything of value traded or given up by the vendor under any of its existing or past contracts as it relates to services performed that are similar to the services contemplated by this bid proposal and the resulting contract. Indicate the reason for the penalty or exchange of property or services and the estimated cost of any such incidents to the vendor.

(c) During the last five (5) years, describe any damages or penalties or anything of value traded or given up by the vendor under any of its existing or past contracts as it relates to services performed that are similar to the services contemplated by this bid proposal. Indicate the reason for the penalty or exchange of property or services and the estimated cost of that incident to the vendor.

(d) During the last five (5) years, describe any order, judgment or decree of any federal or state authority barring, suspending or otherwise limiting the right of the vendor to engage in any business, practice or activity.

(e) During the last five (5) years, list and summarize pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect the ability of the vendor to perform the required services. The vendor must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the bid proposal or in termination of any subsequent contract. This is a continuing disclosure requirement. Any such matter

commencing after submission of a bid proposal, and with respect to the successful vendor after the execution of the contract, must be disclosed in a timely manner in a written statement to the Board.

**6. Proposal Certification** The vendor must sign and submit with the bid proposal the document included, as an attachment, in which the vendor must certify that the contents of the bid proposal are true and accurate.

**7. Acceptance of Terms and Conditions.** The vendor must specifically agree that the bid proposal is predicated upon the acceptance of all terms and conditions stated.

**8. Certification of Independence and No Conflict of Interest.** The vendor must sign and submit with the bid proposal as an Attachment in which the vendor must certify that it developed the bid proposal independently. The vendor must also certify that no relationship exists or will exist during the contract period between the vendor and the Board that interferes with fair competition or is a conflict of interest. The Board reserves the right to reject a bid proposal or cancel the award if, in its sole discretion, any relationship exists that could interfere with fair competition or conflict with the interests of the Board.

**9. Authorization to Release Information.** The vendor must sign and submit with the bid proposal as an attachment, in which the vendor authorizes the release of information to the Board.

**10. Firm Bid Proposal Terms.** The vendor must guarantee in writing the availability of the services offered and that all bid proposal terms, including price, will remain firm.

**11. Cost Proposal.** The vendor must provide an itemization of each and every cost or fee which will or may be assessed to a candidate or the Board for any reason. Be very precise and detailed in listing costs and fees. Any fees requiring an estimated number of exams per year should be figured using the count of 400. Costs must be submitted under two (2) categories:

**(a) Mandatory Services.** This category must include test development, candidate registration and scheduling, candidate testing, score reporting to Board and candidates, operation of testing centers and candidate services (toll-free number and internet program), etc. All services provided to the Board must be included in this category.

**(b) Voluntary Services.** This category should include exam reviews duplicate scores, etc. All voluntary service fees will be collected by the Vendor directly from the candidate. Distinction must be made as to which services will be included in the mandatory service requirements outlined

above and these voluntary review services.