



State of Arizona

Department of Education

Request For Proposal

Cover Page

Arizona Department of Education
Procurement Section/3rd Floor
1535 W. Jefferson Street, Bin 37
Phoenix, AZ 85007
Phone: (602) 364-2517
Fax: (602) 364-0598

Solicitation Number: RFP ED08-0020

Solicitation Due Date / Time: December 14, 2007, at 3:00 P.M. Mountain Standard Time

Submittal Location: Arizona Department of Education
Procurement Section/3rd Floor
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

Description of Procurement: E-Learning Pilot Program

Pre-Offer Conference Date, Time and Location: 2005 N. Central Avenue, #100, Phoenix, AZ 85004 on November 16, 2007 at 9:00 A.M. Mountain Standard Time

In accordance with A.R.S. § 41-2534, competitive sealed proposals for the materials or services specified will be received by the Arizona Department of Education's Procurement Section at the above specified location until the time and date cited. Offers received by the correct time and date will be opened and the name of each Offeror will be publicly read.

Offers must be in the actual possession of the Arizona Department of Education's Procurement Section on or prior to the time and date, and at the submittal location indicated above. ***Late offers will not be considered.***

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

Persons with disabilities may request special accommodations such as interpreters, alternate formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice. Such requests are to be addressed to the Solicitation Contact Person or Procurement Officer.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Richard Adickes
Procurement Officer

(602) 542-4234
Telephone Number

Nov 1, 2007
Date

OFFER AND AWARD



ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED08-0020

OFFER

The Undersigned hereby offers and agrees to furnish the materials, service(s) or construction in compliance with all the terms, conditions, specifications and amendments in the solicitation.

Company Name _____

Name of Person Authorized to Sign Offer _____

Street Address _____

Title of Authorized Person _____

City _____ State _____ Zip Code _____

Signature of Authorized Person _____ Date of Offer _____

Telephone Number: _____

Facsimile Number: _____

Offeror's Arizona Transaction (Sales) Privilege Tax License Number: _____

Offeror's Federal Employer Identification Number: _____

Acknowledgement of Amendment(s):
*(Offeror acknowledges receipt of amend-
ment(s) to the Solicitation for Offers and
related documents numbered and dated*

Amendment No. Date

Amendment No. Date

ACCEPTANCE OF OFFER AND CONTRACT AWARD

(For State of Arizona Use Only)

Your Offer, dated _____, is hereby accepted as described in the Notice of Award. You are now bound to perform based upon the solicitation and your Offer, as accepted by the State.

This Contract shall henceforth be referred to as Contract Number **ED08-0020-**_____.

You are hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until you receive an executed purchase order, contract release document, or written notice to proceed, if applicable.

State of Arizona

Awarded this _____ day of _____ 2007

Douglas C. Peebles, MBA, CPPB, CPCM
Chief Procurement Officer

TABLE OF CONTENTS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED08-0020

<u>Section</u>	<u>Title</u>	<u>Page</u>
	Solicitation Cover Page	
	Offer and Award Form	1
	Table of Contents	2
1	Scope of Work	3
2	Special Terms and Conditions	12
3	Uniform Terms and Conditions	20
4	Special Instructions to Offerors	30
5	Uniform Instructions to Offerors	34
(Note: Sections 4 and 5 may not be physically located within any resultant contract, but will be incorporated therein by reference.)		
6	Attachments (These standard documents must be completed and returned by the Offeror. Other documents may be <i>required</i> . Refer to Special Instructions to Offerors.)	
	6.1 Prices	
	6.2 Offeror's References	
	6.3 Offeror's Organization	
	6.4 Offeror's Personnel Qualifications	
	6.5 Offeror's Financial Disclosure	
	6.6 Sole Proprietor Certificate Waiver	
	6.7 Digital Content, Professional Development and Delivery Narrative	
	6.8 Self-Assessment of Proposed Program Design and Deliverables	
	6.9 Peripheral Equipment Specifications	
	6.10 Offeror's Checklist	
7	Exhibits	
	7.1 Certificate of Insurance	
	7.2 (Other Exhibits as Necessary)	

Appendix A - Timeline and Design Considerations for the e-Learning Pilot Project

SECTION 1 SCOPE OF WORK

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED08-0020

1. BACKGROUND:

The State of Arizona (Senate Bill 1512 - <http://www.azleg.gov/legtext/47leg/2r/bills/sb1512c.pdf>) wishes to implement an elearning pilot program to deliver digital middle school mathematics content aligned to Arizona State Academic Standards. The program will provide the digital content with assessments for math grades 6 through 9 and use laptop computers. Professional development is a critical component of success for the project and will be included in the design and implementation of the program. For purposes of this RFP, elearning is defined as: *The use of electronic technologies or Information, Communication, Technology (ICT)'s in education. ELearning may occur both in distance and conventional education and may involve electronic media that do not use online delivery*¹.

The goal of the legislation is to implement a three-year eLearning pilot program to help schools achieve academic and motivational gains based on state and national standards. The scope of the pilot will be limited to three full academic years for up to a maximum of 10 sites and 10,000 or fewer students. However, vendors must be able to provide a delivery system with the digital math content capable of scaling up to 50,000 students at over 225 districts and 450 charter schools at school and home. The digital content must also provide for students who are above or below grade level.

Schools will be selected through an application process developed by the eLearning Taskforce (ELTF) in conjunction with the Arizona Department of Education (ADE). The selection process will ensure a representative sample of students reflecting, as close as possible, the state's student population profile.

The number of participating sites and students will depend on the project's cost per student and the available funds.

Laptops provided for the pilot must include wireless cards, meet the Arizona Government Information Technology Agency (GITA) platform standards and match the platform standard (PCs or Mac) of the pilot schools.

The award will be based on the system that provides the highest quality digital content and professional development that focuses on effective teacher/student interaction.

Proposed Project Timeline:

Aug 2007	Submit proposed eLearning PIJ to GITA.
Sept 2007	Submit draft RFP JLBC. Publish RFP. Develop specifications for the third party evaluator.
Oct 2007	Develop application for LEA's participation. Create tentative project plan and schedule. Release alert advisory to schools regarding upcoming application including site qualification requirements.
Nov 2007	Selection of vendor and award of contract. Develop and approve final project plan in conjunction with selected vendor. Release application to schools. Select the third party evaluator to immediately start review of data for reporting purposes.
Dec 2007	Report to JBLC for contract review (provided by ADE).
Jan 2008	Select site participants and issue notification of acceptance. Report status to all concerned parties.
Feb 2008	Implement the Professional development and community awareness phase of the pilot.
June 2008	Report to legislature. Ensure delivery of equipment, professional development schedule and site readiness milestones are on track.
Aug 2008	Establish full implementation for all participating LEAs.

¹ A *Synthesis of New Research on K – 12 Online Learning*. Learning Point and Associates. 2005

SECTION 1 SCOPE OF WORK

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED08-0020

Oct 2008	Report to all parties on status of the pilot.
TBD	Evaluations and status reports.
Nov 2011	Final report to Legislature on pilot.

Project Oversight/Management Team

The project will be directed by the eLearning Taskforce and supported by the Arizona Department of Education (ADE). LBC and House and Senate Education committees will receive communication on progress as the pilot proceeds. The eLearning Taskforce will provide oversight of the project including approval of all documents, conducting the RFP evaluation and selection of vendors, development of the application for LEA's, and selection of participants.

The eLearning Taskforce consists of:

- The Superintendent of Public Instruction or his designee.
- The Director of the Government Information Technology Agency (GITA) or his designee.
- Nine appointed persons representing:
 - Two members of the business community with expertise in technology issues.
 - Two psychometricians.
 - Two individuals with expertise in curriculum development.
 - One teacher from a public, private or charter school who provides instruction in grades 6, 7 or 8.
 - One person who represents a public, private or charter school.
 - Two persons who represent higher education (experts in education technology and 21st century learning.
 - One person with background in online or digital format formative assessment.
 - One person who represents an entity that provides teacher training and professional development.

Advisory Support for the Management Team:

- ADE's Math Standards department will review and approve the digital content selection.
- ADE's Assessment department will provide input during the selection and oversight stages
- ADE's IT Department will exercise oversight of the technical and data aspects of the project.

Project Funding

The State has appropriated \$3,000,000 with 5% being reserved for administration costs of the Arizona Department of Education. This state funding in the fund is the only funding directly available at this time to carry out the pilot program. Other funds from private and public sources may become available to add to the fund.

Fixed Costs

ADE administrative fixed costs	\$ 150,000.00
ADE's IT data integration fixed costs	<u>\$ 150,000.00</u>
Total	\$ 300,000.00

The remainder of the funds, \$ 2,700,000, will be spent on the following:

- Digital content/assessment
- Professional development
- Hardware

The ELTF will select a qualified third party to evaluate the pilot project. The evaluation will include measures of student attitudinal, motivational, cognitive and behavioral variables, teacher attitudinal and training factors, and student achievement measures. The evaluation questions and reports will address adoption, implementation and outcome issues, as well as all levels of decision making including state policy, state system development, district and school decisions, digital curriculum

SECTION 1 SCOPE OF WORK

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED08-0020

standards and professional development standards. The specific evaluation questions and plan will be determined in conjunction with the winning bidder and ADE, with the final plan requiring approval by the e-learning task force.

2. PURPOSE

Select and implement an innovative **solution** that includes digital mathematics content, assessments, professional development and hardware for a pilot of Arizona schools with the goal of increasing student academic achievement beyond one year's growth per academic year and improving student motivation.

The proposed solution will include:

1. A pilot program for digital middle school math content at schools that have at least 2 continuous grades at the sixth through ninth grade levels. (See Appendix A for model of implementation.)
2. Professional development that will ensure effective use of the digital math content, including use of equipment and appropriate pedagogical strategies. Training will also address using the laptop technology to positively impact the daily work of students.
3. Comprehensive progress reports for the legislature and ADE with appropriate student data based on sound psychometric principles.
4. The necessary hardware to effectively implement the digital content for students and teachers, i.e. laptop computers with wireless capability.
5. A central delivery system with the ability to deliver course work to 50,000 students simultaneously at the highest reliability level both at home and school.

3. REQUIREMENTS

A. OFFERORS REQUIREMENTS

The offeror shall meet the requirements below and shall provide the appropriate supporting documentation. Offeror's proposed digital content must stand firmly on scientifically-based research. The Offeror and **prime** vendor must be the provider of the digital content and may choose to partner with other vendors, as appropriate, in submitting a single proposal.

The Offeror must:

1. Be capable of providing effective leadership in a joint effort with the selected partners. Previous successful joint efforts similar to this project should be referenced.
2. Have successfully implemented the current product or immediate predecessor in a variety of educational settings. Provide a list of references of schools that have used the digital content or predecessor products in similar situations. (Provided in Attachment 6.2)
3. Submit a comprehensive written narrative of the design and implementation plan to accomplish the project. The implementation plan must include a projected timeline sequencing all major events and project tasks that specifically detail the duration of all tasks in increments of eight (8) hour days.
4. Provide access to full versions of the proposed digital content/curriculum to ELTF members for evaluation of the RFP and to the Arizona Legislative committee members identified in the enabling legislation. Access for a minimum of 25 users will be required during the evaluation phase. The full digital content shall be available from the submission to the date the award process is completed.

SECTION 1 SCOPE OF WORK

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED08-0020

5. Identify and provide specifications for any peripheral equipment required or recommended to maximize effective use of the system. (This information will be attached to the Offeror's proposal as Attachment 6.9)
6. Provide a sample of the laptop(s) being offered that meet the specifications recommended for the pilot program for testing during the evaluation phase.
7. Provide a site readiness checklist that will ensure the participating sites are equipped with the required technical infrastructure and Internet bandwidth.
8. Describe how and what the vendor will report to the legislature, ADE, ELTF, and pilot districts and schools. The legislation states that the vendor will be required to deliver "Monthly reports on the performance of the system and direct any corrective steps required to achieve success."
9. Provide the name(s) and qualifications of the Project Management team and support staff with individual roles and responsibilities identified.

B. DIGITAL CONTENT REQUIREMENTS:

The focus of the project is sixth through ninth grade mathematics. The math digital content will be platform neutral and delivered via the Internet for school and home use. The software design needs to allow the student the ability to be self-paced at times as well as allow the teacher to use it as a part of direct instruction. The teacher's role may change over time to be more of a facilitator in the classroom. Given the possibility that some students will not have Internet connection at home, vendors are encouraged to offer alternatives for providing digital activities and resources utilizing the student laptop to meet the needs of these students. The proposed digital content must be firmly grounded on scientifically-based research with a high degree of validity and reliability. The vendor shall provide documentation for this research.

The Digital Content Must:

1. Be aligned with the Arizona K-12 Academic Math Standards (<http://www.ade.state.az.us/standards/math/articulated.asp>). The digital content will address every math standard/strand and concept, down to the performance objective for 6-9 grades.
2. Be designed to be used in a one to one (1:1) environment to allow students to progress at their own pace as well as allow the teacher to use in direct instruction.
3. Accommodate students that are performing above and below grade level.
4. Be designed using appropriate pedagogy, learning theory, and instructional strategies to increase student achievement.
5. Provide authentic activities and relevant learning examples to address individualized needs of students.
6. Provide sensitivity to the ethnic, cultural and socio-economic demographics of Arizona when providing content examples and assessment items.
7. Be accessible beyond the 180 day academic school year (for example intersession, summer school).
8. Provide a delivery system that has the ability to provide course work to 50,000 students at the highest reliability level both at school and home.
9. Comply with federal 2004 IDEA parameters (can accommodate IEPs and work with assistive technologies)

SECTION 1 SCOPE OF WORK

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED08-0020

10. Be designed to “increased student motivation” related to math.
11. Be platform neutral and delivered via the Internet for school and home use. Vendors are encouraged to offer alternatives for providing digital activities and resources utilizing the student laptop to meet the needs of students not having home access to the Internet.
12. Provide engaging and interactive experiences for students (allow for all learning styles) which will include but not be limited to:
 - a. visual (color, motion, graphics)
 - b. auditory
 - c. aesthetic appeal
 - d. intuitive navigation
 - e. reading level fits the recommended audience
 - f. use of gaming strategies

Desirable but not required:

1. Provide alignment to the National Math Curriculum Focus (NMCF), http://www.nctm.org/focalpoints/news_cfpnctm.asp.
2. Provide for parental involvement with the ability to monitor learning and progress both electronically and in alternative formats.
3. Provide for a student “help desk” on-line for technical issues throughout the duration of the pilot.
4. Provide for a free student “math homework hotline” a minimum of 2 hr per “evening”
5. Provide a collaborative student platform.

C. PROFESSIONAL DEVELOPMENT REQUIREMENTS:

Effective professional development is critical to the success of this pilot. All schools are required by NCLB to provide highly qualified teachers in the classroom; however, participating pilot teachers will have a variety of educational and technical experience. Learning to use digital content effectively requires acquiring new knowledge and skills. The professional development provided must be based on National Staff Development Council standards, Arizona Professional Teaching standards, National Educational Technology Standards for Teachers (NETS-T) and lessons learned from previous similar pilot programs. The prime vendor will need to provide sufficient professional development and follow up support to ensure that the pilot is implemented with fidelity and that all teachers deliver the program with confidence. To assist the prime vendor in the implementation, the selected pilot sites will provide documentation of the teachers’ content skills, years of experience, and other data as appropriate.

The Professional Development Must:

1. Provide evidence that all professional development is aligned:
 - a. Arizona Professional Teaching Standards
<http://www.ade.state.az.us/certification/downloads/Teacherstandards.pdf>
 - b. National Staff Development Council Standards <http://www.nsd.org/standards/index.cfm>.
 - c. National Educational Technology Standards for Teachers http://cnets.iste.org/teachers/t_stands.html
2. Provide both initial and ongoing professional development for teachers and their administrator that:
 - a. Ensures effective use of the acquired digital content, assessments and equipment.
 - b. Uses appropriate strategies and techniques to successfully integrate technological and digital resources into the daily work of students.

SECTION 1 SCOPE OF WORK

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED08-0020

- c. Accommodates unscheduled teacher replacements during the school year.
 - d. Offers a variety of formats, e.g. face-to-face, mentoring/coaching teachers in the classroom, workshops, peer-to-peer mentoring, web-based and/or other.
 - e. Ensures that teachers can use real-time data to differentiate instruction based on the ability to analyze data and adjust learning as needed.
 - f. Increases student motivation and success related to achieving Arizona Math standards.
3. Provide training syllabi with teacher time commitment for maximum results.
 4. Provide digital records of registration, course or class completion and other units of professional development to the Arizona Department of Education for monitoring and recertification purposes.
 5. Provide evidence that all professional development provided by the prime vendor is conducted by personnel with proven classroom experience (resume required).

Desirable but not required:

1. Provide on-line and/or toll-free phone teacher support during the normal school week hours (8-5) for the academic year.
2. Provide mentoring and coaching of teachers as follow-up for the duration of the project.
3. Provide materials and content for the schools to utilize for informing and communicating with parents/guardians of participating students.
4. Provide incentives for the teacher participation in the program.

D. STUDENT ASSESSMENT REQUIREMENTS:

The legislative sponsor is interested in determining how real-time feedback can be used to motivate individuals and groups. The eLearning Taskforce is interested in determining if the pilot solution will offer a large-scale solution for improving student achievement in math. Both the interests of the legislative sponsor and the ELTF will require focused, real-time and informative assessment to make data-driven decisions. The academic effectiveness of the pupils in the pilot program shall be measured according to the existing assessment mechanisms prescribed in Title 15 Article 3, in the Arizona Revised Statutes as well as assessments throughout the project.

The Student Assessment Component Must:

1. Provide items aligned with the Arizona Mathematic Standard (at the concept and performance objective), and formatted consistent with the Arizona's Instrument to Measure Standards (AIMS).
2. Provide formative and summative assessments that:
 - a. Utilize computer adaptive testing²
 - b. Are embedded in instruction
 - c. Provide reliable and valid assessment results at the individual student level
 - d. Provide real-time feedback for both student and class
 - e. Produce vertical growth scale (over 3 years)
 - f. Provide scale scores across all the grades included in this pilot.³

² CAT is defined here as an automated computer based testing module that administers students test questions from an item pool that targets their ability level. Questions increase or decrease in difficulty based on student responses.

³ "The entity or group of entities delivering the assessments shall be able to show that the entity or group of entities are capable of delivering these assessments with computer adaptive testing SB 1512.

SECTION 1 SCOPE OF WORK

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED08-0020

- g. Produces two types of mastery scores (end of unit and state standard proficiency)
- h. Provides three year longitudinal data collection over the course of the pilot
- i. Establishes baseline data
- j. Provide for analysis of results and provide teachers with recommendations for re-teaching
- k. Provide appropriate feedback to students with additional content review as needed.
- l. Allow for aggregation of longitudinal data by student, class, grade, school and state levels.
- m. Provide visual interpretation of degrees of mastery of the content

3. Provide examples of all reports specified in this RFP.

E. TECHNICAL REQUIREMENTS:

All technical responses shall meet the requirements of the Government Information Technology Agency standards specifically those found at http://azgita.gov/enterprise_architecture/.

Enterprise Architecture (EA) Technology Domain Definitions
Network: Defines policies and standards for the State’s communications infrastructure, which includes the various topologies and protocols necessary to facilitate the interconnection of server platforms, mainframes, intra-building and office networks (LANs), and inter-building and mall/campus networks (WANs).
Security: Identifies security technologies, policies, and standards necessary to protect the information assets of the State and to ensure isolation and confidentiality of information, integrity of data, and the availability of IT resources to the State’s workforce and citizens, as appropriate.
Platform: Defines policies and standards for IT devices and associated operating systems, which include mainframes, mid-size computers, servers, storage devices, client platforms (PCs, workstations, PDAs, telephony, etc.).
Software/Application: Defines policies and standards for software applications, application development tools, productivity software tools, etc.
Data/Information: Defines policies and standards for the organization of information related to citizens, locations, and objects the State must collect, store, maintain, and access.

The proposed delivery system must be “platform neutral” so that selected sites can utilize their existing platform base standards (assuming either Windows 2000 or higher or Mac OS X or higher).

The ELTF will entertain proposals that have either “lease with buy-out” or outright purchase options for the individual laptops. Laptops may be acquired using Arizona’s State Procurement Office’s current Laptop contract which by definition will be in compliance with the Government Information Technology Agency (GITA) standards or the vendor may provide the same equipment via their own OEM equipment agreements

The enabling legislation requires that the vendor provided system be capable of remote accessing, monitoring and reliability analysis of the electronic system delivering the coursework and assessments. The analysis should be directed towards system improvement.

Platform Requirements:

1. Teachers and students in the pilot will be provided a laptop with wireless capability and a carrying case for the duration of the project. Participating schools will be allowed to select either a PC or Mac laptop and wireless cards based on their district’s policy and practice.

SECTION 1 SCOPE OF WORK

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED08-0020

2. The minimum requirements for laptops are:

Specifications	WINDOWS PC	APPLE MACINTOSH
Operating System	Windows XP Professional SP2 Media Center Edition 2005	Macintosh OS 10.4 or Above
Productivity Tools	Microsoft Office 2003/2007 or Equivalent	Microsoft Office for Mac 2004/2008 or Equivalent
Processor Speed	Core Duo (not Celeron)	1.83 Ghz
Memory	1 GB RAM	1 GB RAM
Hard Drive	60 GB	60 GB
Graphics Card	Integrated card	Integrated card
Warranty	3 year parts and labor <i>(on-site strongly recommended)</i>	3 year parts and labor Applecare
Insurance	Comprehensive breakage, theft, hazard (strongly recommended)	
Virus and Spyware Protection Software	Appropriate virus and spyware protection software	
Browser	As appropriate for digital content	Firefox/ Mozella

3. The proposed laptops' operating system must be compatible with digital math content requested under **Section B - DIGITAL CONTENT REQUIREMENTS**.

Technical System Must Be:

- Based on widely-accepted principles and open architectures, supported by open- and/or pervasive-industry standards and best practices as defined by Arizona's statewide IT P700 series of policies and S700 standards addressing Network, Platform, Software, and Data/information Architectures.
- Interoperable, portable, scalable, adaptive and comply with the ADE's technical guidelines for initiatives and strategies.
- Compatible and interoperable with ADE's IDEAL project. (<http://www.ideal.azed.gov>)

Security System Must:

- Securely and economically protect all districts and schools business/system functions and its data/information as defined by Arizona's statewide IT P800 Security Policy and S800 series of security standards. This shall include district, teacher, and student access to appropriate levels of information and resources pertaining to district/school reporting, academic reporting, coursework and assessments, and student scores.
- Comply with existing Federal and State statutes on confidentiality, privacy, accessibility, availability, and integrity. All access to data must be in compliance with FERPA, Family Educational Rights and Privacy Act. (<http://www.ed.gov/offices/OM/fpco/index.html>)
- Be certified to have 99% real-time reliability for users. Successful bidders will post bond or provide proof of insurance to cover any costs incurred as a result of "loss of use" during the pilot.

Management and Reporting System Must:

- Be user friendly and require minimal training to operate effectively. The system must have the capacity for remote monitoring and support.

SECTION 1 SCOPE OF WORK

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED08-0020

2. Include a complete explanation of the operation of the management system, from set-up and testing to final implementation
3. Provide a strategy to do ongoing system analysis of the pilot project itself and implement improvements.
4. Provide samples of appropriate monthly reports on system performance.
5. Provide capacity for ad hoc queries on student usage and performance.
6. Provide a tech support strategy including a help desk function that will ensure the highest level of operational capacity and maximum instructional usage.

Data Standards Must Be:

1. SIF compliant (<http://www.sifinfo.org>)
2. Capable of importing data to and exporting data from any student information system meeting Arizona's Student Accountability Information System (SAIS) requirement.
3. Compliant with Arizona Educational data standards and systems to facilitate data transfer and reporting to the school/district student information system and to the state's data warehouse system.

Site Infrastructure Evaluation and Remote Management Must:

1. Be able to assess the participating school's wireless and network infrastructure, Internet bandwidth capacity and identify any deficiencies that would impact system performance.
2. Be able to remotely monitor and analyze participating schools' wireless and network infrastructure, Internet bandwidth capacity and make systems improvements as required. (The pilot schools will assure that site infrastructure meets or exceeds the requirements of the vendor's system.)
3. Ensure that at least one on-site individual be trained to be able to log students off when computers freeze or tampering has occurred (or the ability to do this remotely with toll-free access or email with 10 min response time during the academic day).

4. COSTS

In Attachment 6.1, include: total cost, breakdown cost by software, annual support costs, hardware, professional development required and optional, and finally a cost per student per year. Budget items should be cross-referenced to the proposal components (digital content, motivational aspect (if separate), assessment, professional development, technical support, equipment and management).

SECTION 2
SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED08-0020

1. **Definition of Terms Used in these Special Terms and Conditions.** As used in these Special Terms and Conditions, the following terms, in addition to those terms defined in Section 3, Paragraph 1, have the following meaning:

- A. “*ADE*” means the Arizona Department of Education.
- B. “*Department*” means the Arizona Department of Education.
- C. “*Services*” means services performed, workmanship and material furnished or used in the performance of services.

2. **Changes.**

- A. The Procurement Officer may at any time, by written order, and without notice to the sureties, if any, make mutually acceptable changes within the general scope of this Contract in any one or more of the following:
 - (1) Description of services to be performed;
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.); and
 - (3) Place of performance of the services.
- B. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the Procurement Officer shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the contract.
- C. The Contractor must assert its right to an adjustment under this provision within 30 days from the date of receipt of the written order. However, if the Procurement Officer decides that the facts justify it, the Procurement Officer may receive and act upon a proposal submitted before final payment of the Contract.
- D. If the Contractor’s proposal includes the cost of property made obsolete or excess by the change, the Procurement Officer shall have the right to prescribe the manner of the disposition of the property.
- E. Failure to agree to any adjustment shall be a dispute under the Contract Claims provision of this Contract. However, nothing in this provision shall excuse the Contractor from proceeding with the Contract as changed.

3. **Indemnification.**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or

SECTION 2
SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED08-0020

omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

4. Insurance.

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: *“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.*

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Worker's Compensation and Employers' Liability**

- | | |
|-------------------------|------------|
| Workers' Compensation | Statutory |
| Employers' Liability | |
| Each Accident | \$ 500,000 |
| Disease – Each Employee | \$ 500,000 |

**SECTION 2
SPECIAL TERMS AND CONDITIONS**

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED08-0020

Disease – Policy Limit \$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

- 1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the person named in paragraph 20.D of this section and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the person named in paragraph 20.D of this section. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all

SECTION 2
SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED08-0020

insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.
5. **Contract Term.** The term of this Contract shall commence on the date the Procurement Officer signs the Offer and Acceptance Form, signifying ADE's acceptance of the Offeror's proposal and will remain in effect through June 30, 2011, unless terminated, canceled, or extended as otherwise provided herein.
6. **Option to Extend the Term of the Contract.**
- A. ADE may, at its sole option, extend the term of this Contract by written notice to the Contractor within sixty (60) calendar days of the Contract expiration date.
- B. If ADE exercises this option, the extended Contract shall be considered to include this option provision as well as all other terms and conditions of the original contract, as modified.
- C. The total duration of this Contract, including the exercise of any options under this provision, shall not exceed five (5) years.
7. **Pricing.** All pricing shall be firm, fixed and be inclusive of all labor, equipment, materials, products, freight (FOB Destination), consumable supplies, insurance, and all other costs incidental to the services provided.
8. **Price Adjustments.**
- A. The Procurement Officer may review a fully documented request for a price increase only after the Contract has been effect for one year. Any requested increase(s) shall be based on a cost increase to the Contractor that was clearly unpredictable at the time of the Offer and is directly correlated to the price of the services contractually covered.
- B. All written requests for price adjustments made by the Contractor shall be initiated at least 90 calendar days in advance of any desired price increase. The 90 calendar days advance notice is required to allow the Procurement Officer sufficient time to make a fair and equitable determination to any such request.
- C. The Procurement Officer shall determine whether the requested price increase or an alternate option is in the best interest of the State.
9. **Removal of Contractor Personnel.** The Contractor agrees to utilize only experienced, responsible and capable employees in the performance of the work. ADE may require that the Contractor remove from the job, by this Contract, employees who endanger person or property or whose continued employment under this Contract is, in the opinion of ADE, not justified due to unacceptable performance of duties, or is inconsistent with the interests of ADE.

SECTION 2
SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED08-0020

- 10. Employment of State Personnel.** The Contractor shall not employ any person or persons in the employ of the State of Arizona for any work required by the terms of this Contract, without prior written approval of the Procurement Officer.
- 11. Warranty of Services.**
- A. The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. ADE's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.
- B. In addition to its other remedies, ADE may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.
- 12. Inspection of Services – Fixed Price.**
- A. The Contractor shall provide and maintain an inspection system acceptable to ADE covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to ADE during contract performance and for as long afterwards as the Contract requires.
- B. ADE has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. ADE shall perform inspections and tests in a manner that will not unduly delay the work.
- C. If any of the services do not conform to Contract requirements, ADE may require the Contractor to perform the services again in conformity with Contract requirements, at no increase in Contract amount. When the defects in services cannot be corrected by re-performance, ADE may -
- (1) Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
- (2) Reduce the Contract price to reflect the reduced value of the services performed.
- D. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, ADE may -
- (1) By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by ADE that is directly related to the performance of such service; or
- (2) Terminate the Contract for default.
- 13. Ownership.** All deliverables and/or other products of this Contract (including, but not limited to, all software documentation, reports, records, summaries and other matter and materials prepared or developed by the Contractor specifically in performance of this Contract) shall be the sole, absolute and exclusive property of ADE, free from any claim or retention of rights thereto on the part of the Contractor, its agents, subcontractors, officers, or employees, with the exception of third party proprietary software packages which may be procured under this or separate agreement. Products developed by the Contractor for other purposes and used in performance of this contract shall be

SECTION 2
SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED08-0020

the sole, absolute and exclusive property of the Contractor, free from any claim or retention of rights thereto on the part of ADE. The Contractor shall grant ADE a no-cost license to use these products during the term of this contract.

14. **Inclusive Offeror.** Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.
15. **Cooperation with Other Contractors and Subcontractors.** The Contractor shall fully cooperate with other ADE contractors, subcontractors and assigns and shall carefully plan and perform its own work to accommodate the work of other ADE contractors. The Contractor shall not intentionally commit or permit any act which will interfere with the performance of work by any other ADE contractors.
16. **Report Standards.** Reports or written materials prepared by the Contractor in response to the requirements of this Contract shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Procurement Officer, and shall be submitted in draft form for advance review and comment by the Procurement Officer, if necessary or specified. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the Contract requirements shall be borne by the Contractor.
17. **Offshore Performance of Work Prohibited**
Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.
18. **Federal Immigration and Nationality Act:**
The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
19. **Payments.**
 - A. The Contractor shall submit invoices in one (1) original and one (1) copy. Invoices shall include:
 - (1) Name and address of the Contractor.
 - (2) Invoice date.
 - (3) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

**SECTION 2
SPECIAL TERMS AND CONDITIONS**

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED08-0020

- (4) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
 - (5) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms).
 - (6) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the Contract or in a proper notice of assignment).
 - (7) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
 - (8) Any other information or documentation required by the Contract (such as evidence of shipment).
- B. Submittal of an invoice constitutes Contractor's certification that services have been delivered as specified on the invoice in accordance with the Contract.
- C. Submit invoices to the following address:

Arizona Department of Education
Accounting, Bin #1
1535 West Jefferson Street
Phoenix, Arizona 85007

20. Contract Administration

- A. Address to which Contractor payment(s) should be mailed, if different than that listed on the Offer and Award Form.

(Company Name)

(Street Address)

(City & State) (Zip Code)

- B. Contractor representative to contact for contract administration purposes:

(Name and Title)

(Street Address)

(City & State) (Zip Code)

SECTION 2
SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED08-0020

(Telephone & Facsimile Numbers)

(E-Mail Address)

- C.** The ADE representative to contact for technical or programmatic matters concerning contract performance (NOTE: this person is not authorized to direct contractor performance or make changes in contract requirements.)

Cathy Poplin, Deputy Associate Superintendent
Educational Technology
1535 West Jefferson Street, Bin #8
Phoenix, AZ 85007
Phone: (602) 364-1349
Fax: (602) 542-5388
E-mail: Cathy.Poplin@azed.gov

- D.** All contract administration matters will be managed by the Procurement Officer named below. All correspondence concerning this contract shall be directed to this individual.

Richard Adickes, Procurement Manager
Contracts Management Unit
1535 West Jefferson Street, Bin #37C
Phoenix, Arizona 85007
Phone: (602) 542-4232
FAX: (602) 542-4056
E-Mail: Richard.Adickes@azed.gov

SECTION 3 UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED08-0020

Version 7

- 1. Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
- A. *“Attachment”* means any item the Solicitation requires the Offeror to submit as part of the Offer.
 - B. *“Contract”* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Final Proposal Revisions; and any Solicitation Amendments or Contract Amendments.
 - C. *“Contract Amendment”* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - D. *“Contractor”* means any person who has a Contract with the State.
 - E. *“Days”* means calendar days unless otherwise specified
 - F. *“Exhibit”* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - G. *“Gratuity”* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - H. *“Materials”* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
 - I. *“Procurement Officer”* means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
 - J. *“Services”* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
 - K. *“Subcontract”* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
 - L. *“State”* means the State of Arizona and Department or Agency of the State that executes the Contract.
 - M. *“State Fiscal Year”* means the period beginning with July 1 and ending June 30.
- 2. Contract Interpretation.**
- A. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

SECTION 3
UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED08-0020

Version 7

- B. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- (1) Special Terms and Conditions;
 - (2) Uniform Terms and Conditions;
 - (3) Statement or Scope of Work;
 - (4) Specifications;
 - (5) Attachments;
 - (6) Exhibits;
 - (7) Documents referenced or included in the Solicitation.
- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation.

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

SECTION 3
UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED08-0020

Version 7

- D. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

- E. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice and an amendment to the Contract shall not be necessary.

- F. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

- G. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

- H. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this Contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this Contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this Contract.

4. Costs and Payments.

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destinations.

- C. Applicable Taxes.

SECTION 3
UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED08-0020

Version 7

- (1) Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- (2) State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- (3) Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- (4) IRS W9 Form. In order to receive payment, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- (5) Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- (6) Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
 - a. Accept a decrease in price offered by the Contactor;
 - b. Cancel the Contract;
 - c. Cancel the Contract and re-solicit the requirements.

5. Contract Changes.

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including 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 Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

SECTION 3
UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED08-0020

Version 7

- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability.

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the State of Arizona shall be indemnified and held harmless by the Contractor for its vicarious liability as a result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification.
- (1) Contractor/Vendor Indemnification (Not Public Agency). The parties to this Contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the Contractor for the vicarious liability of the State as a result of entering into this Contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this Contract is responsible for its own negligence.
 - (2) Public Agency Language Only. Each party (as ‘indemnitor’) agrees to indemnify, defend, and hold harmless the other party (as ‘indemnitee’) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as ‘claims’) arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
 - (3) Indemnification – Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- D. Force Majeure.
- (1) Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party’s performance of this Contract is prevented by reason of force majeure. The term “*force majeure*” means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

SECTION 3
UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED08-0020

Version 7

- (2) Force Majeure shall not include the following occurrences:
- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 - b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - c. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- (3) If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- (4) Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- E. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties.

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
- (1) Of a quality to pass without objection in the trade under the Contract description;
 - (2) Fit for the intended purposes for which the materials are used;
 - (3) Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 - (4) Adequately contained, packaged and marked as the Contract may require; and
 - (5) Conform to the written promises or affirmations of fact made by the Contractor.

SECTION 3 UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED08-0020

Version 7

- C. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs 7A through 7C of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- E. Year 2000.
- (1) Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
 - (2) Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.
- F. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
- G. Survival of Rights and Obligations after Contract Expiration or Termination.
- (1) Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
 - (2) Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

SECTION 3
UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED08-0020

Version 7

8. State's Contractual Remedies.

- A. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the Contract.
- B. Stop Work Order.
- (1) The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- (2) If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- D. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination.

- A. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

SECTION 3
UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED08-0020

Version 7

- B. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- C. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.
- D. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- E. Termination for Default.
- (1) In addition to the rights reserved in the Contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
 - (2) Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
 - (3) The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- F. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

SECTION 3
UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED08-0020

Version 7

- 10. Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.
- 11. Arbitration.** The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

SECTION 4
SPECIAL INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED08-0020

1. **Definition of Terms Used in these Special Instructions.** As used in these instructions, the following terms, in addition to those terms defined in Section 2, Paragraph 1, have the following meaning:
 - A. “*ADE*” means the Arizona Department of Education.
 - B. “*Department*” means the Arizona Department of Education.

2. **Required Information.** The following shall be submitted concurrent with and as part of the Offer:
 - A. Signed Offer and Contract Award Form;
 - B. Contract Administration; Section 2 Paragraphs 20.A and 20.B
 - C. Attachment 6.1, Prices;
 - D. Attachment 6.2, Offeror’s References;
 - E. Attachment 6.3, Offeror’s Organization;
 - F. Attachment 6.4, Offeror’s Personnel Qualifications;
 - G. Attachment 6.5, Offeror’s Financial Disclosure;
 - H. Attachment 6.6, Sole Proprietor Certificate (if necessary);
 - I. Attachment 6.7, Digital Content, Professional Development and Delivery Narrative;
 - J. Attachment 6.8, Self-Assessment of Proposed Program Design and Deliverables;
 - K. Attachment 6.9, Peripheral Equipment Specifications (if necessary);
 - L. Attachment 6.10, Offeror's Checklist; and
 - M. Solicitation Amendments (if any).

3. **Authorized Signature.**
 - A. For any document that requires the Offeror’s signature, the signature provided must be that of the Owner, Partner or Corporate Officer duly authorized to sign contractual agreements. Additionally, if requested by ADE, disclosure of ownership information shall be submitted.
 - (1) Privately Owned: The Owner must sign the contract.
 - (2) Partnership: A Partner must sign the contract.
 - (3) Corporation: A Corporate Officer must sign the contract.
 - B. If a person other than these specified individuals signs the contract, a Power of Attorney indicating the employee’s authority must accompany the contract. All addenda to the contract shall be signed by the authorized individual who signed the contract except that they may be signed by a duly authorized designee.

SECTION 4 SPECIAL INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED08-0020

4. **Proposal Opening:** As this is a Request For Proposals, Offers shall be opened publicly at the time and place designated on the cover page of this document. The name of each offeror shall be read publicly and recorded. Prices will not be read. Proposals will not be subject to public inspection until after Contract award.
5. **Award of Contract.** Award of a contract will be made to the most responsible Offeror(s) whose offer(s) is determined to be the most advantageous to the State based on the evaluation criteria set forth in the Solicitation.
6. **Federal Immigration and Nationality Act:**

By submission of the offer, the offeror warrants that both it and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

7. **Offer Format and Content.**

- A. **One clearly marked original and five (5) copies** of offer(s) shall be submitted. Subcategories of information in each of the volumes should be highlighted for ease of evaluating the information contained therein. If the Offeror finds it necessary to take exception(s) to any of the requirements specified in this Solicitation, clearly indicate each such exception in the proposal along with a complete explanation of why the exception was taken and what benefit accrues to the State thereby. All substantive exceptions and supporting rationale shall be identified as such and consolidated into one section of the Offer.
- B. To facilitate evaluation, the Offer must be specific, and complete to clearly and fully demonstrate the Offeror has a thorough understanding of the requirement, can provide detailed information and relate experience concerning previous performance of similar services. Statements that the Offeror understands, can or will comply with the Scope of Work, statements paraphrasing the Scope of Work or parts thereof, and phrases such as “*standard procedures will be employed*” or “*well-known techniques will be used*”, etc., will be considered unacceptable. Offerors should note that data previously submitted shall not be relied upon nor incorporated in the Offer by reference.
- C. **Binding and Labeling.** Each copy of the Offer shall be presented in three ring binders with the cover indicating the Solicitation number, the Offeror’s name and address and copy number (i.e. Copy 2 of 4).
- D. **Indexing.** The sections of each copy of the Offer shall be indexed to indicate the applicable parts and elements. Orderliness of the Offer, readability and similar factors should be considered in offer preparation.
- E. **Format.** The mandatory information to be placed in each copy of the Offer is listed below. Each copy shall furnish sections for information discussed in the Scope of Work. **Lack of these submissions may cause the Offer to be declared unacceptable.**
 - (1) Section One of the Offer shall be titled **Executive Summary**. This Section shall include a signed copy of the Offer and Award Form and completed Attachments 6.1, 6.3, 6.5 and 6.6 (if applicable).
 - (2) Section Two of the Offer shall be titled **Method of Approach and Implementation Plan** and shall provide a narrative on the methodology to be used to accomplish Scope of Work responsibilities to the extent possible for evaluation purposes. The language of the narrative should be straightforward

SECTION 4
SPECIAL INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED08-0020

and limited to facts, solutions to problems and proposed plans of action. This Section shall specifically address the requirements listed in Attachment 6.7. A completed Attachment 6.8 is also required.

- (3) Section Three of the Offer shall be titled **Offeror's Experience, Expertise and Reliability** and shall provide information which reflects the Offeror's experience and reliability, including personnel, to accomplish Scope of Work responsibilities. This Section shall specifically address or include:
- (a) At least three (3) verifiable professional references must be provided regarding services provided by the Offeror similar to those required under this Solicitation. This information should be provided on Attachment 6.2.
- (b) Personnel qualifications, Attachment 6.4

8. Evaluation and Selection. Evaluation of offers may be accomplished in four steps.

- A. **Step One.** Initial review of offer to determine basic responsiveness to the Solicitation, where offers will be reviewed to insure they include all required information.
- B. **Step Two.** Evaluation of offer to assess the Offeror's capability to deliver the required services in accordance with the terms and conditions set forth in the Solicitation and requirements of the Scope of Work.
- C. **Step Three.** (Optional) Discussions with Offerors concerning their offers. This step includes requests for Final Proposal Revisions from Offerors still considered susceptible of winning contract award(s).
- D. **Step Four.** Contract award(s) made to the responsible Offeror(s) whose offer(s) is determined to be the most advantageous to the State, based on the following criteria (in bold print below), which are listed in descending order of importance.
- (1) **Method of Approach and Implementation Plan;**
- (2) **Offeror's Experience, Expertise and Reliability; and**
- (3) **Price.**

9. Evaluation of Optional Terms. ADE will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate ADE to exercise the option(s).

10. Discussions. In accordance with A.R.S. § 41-2534, after the initial receipt of offers, ADE reserves the option to conduct discussions with those Offerors who submit offers determined by the State to be reasonably susceptible of being selected for award.

11. Final Proposal Revisions.

SECTION 4
SPECIAL INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED08-0020

- A. In the event the Procurement Officer determines discussions are required, discussions on the areas, items, and factors specified in this Solicitation will be held with all Offerors determined to be in the competitive range.
 - B. The Offeror is permitted to make revisions during negotiations. Offerors should be aware that a complete understanding as to pricing, technical, and all other terms and conditions of the proposed contract must exist between the Offeror and ADE at the conclusion of negotiations.
 - C. Discussions will be concluded when a mutual understanding has been reached with each Offeror remaining in the competitive range. This mutual understanding will become the basis for the Offeror's Final Proposal Revision.
 - D. The Final Proposal Revision must be returned, signed and dated by the Offeror within the time and date specified to be eligible for award.
12. **Certificate of Insurance Form.** ADE recommends that the Offeror consider using the sample Certificate of Insurance included in this Solicitation as Exhibit 7.1. If the Offeror wishes, it may submit a substantially similar Certificate of Insurance. If the Offeror so elects, the proposed Certificate of Insurance shall be submitted to ADE for review and approval.

SECTION 5 UNIFORM INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED08-0020

Version 7.1

1. **Definition of Terms.** As used in these Instructions, the terms listed below are defined as follows:
 - A. “Attachment” means any item the Solicitation requires an Offeror to submit as part of the Offer.
 - B. “Contract” means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Final Proposal Revisions; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
 - C. “Contract Amendment” means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - D. “Contractor” means any person who has a contract with the State.
 - E. “Days” means calendar days unless otherwise specified.
 - F. “Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - G. “Offer” means bid, proposal or quotation.
 - H. “Offeror” means a vendor who responds to a Solicitation.
 - I. “Procurement Officer” means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
 - J. “Solicitation” means an Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), or a Request for Quotations (“RFQ”).
 - K. “Solicitation Amendment” means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
 - L. “Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
 - M. “State” means the State of Arizona and Department or Agency of the State that executes the Contract.

2. **Inquiries.**
 - A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
 - B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

SECTION 5 UNIFORM INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED08-0020

Version 7.1

- C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may, except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.
- D. Timeliness. Any inquiry or exception to the Solicitation shall be submitted as soon as possible and at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- E. No Right to Rely on Verbal Responses. An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.
- F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- G. Pre-Offer Conference. If a pre-Offer Conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the Conference. Material issues raised at the Conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- H. Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation.

- A. Forms: No Facsimile or Telegraphic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms unless the Solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.
- B. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement

SECTION 5
UNIFORM INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED08-0020

Version 7.1

Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.

- (1) Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - (2) Request for Proposals: All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria as stated in the Solicitation, or result in rejection of the Offer. An Offer that takes exception to any material requirement of the Solicitation may be rejected.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a Solicitation Amendment may result in rejection of the Offer.
- H. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
- (1) Employee Identification. Offeror agrees to provide an employee identification number or social security number to the Department for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this Contract. If the federal identifier of the Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
- J. Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be included in the pricing offered in the Solicitation. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the Contractor.
- K. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

SECTION 5
UNIFORM INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED08-0020

Version 7.1

- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
- (1) Special Terms and Conditions;
 - (2) Uniform Terms and Conditions;
 - (3) Statement or Scope of Work;
 - (4) Specifications;
 - (5) Attachments;
 - (6) Exhibits;
 - (7) Special Instructions to Offerors;
 - (8) Uniform Instructions to Offerors;
 - (9) Other documents referenced or included in the Solicitation.
- M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. Submission of Offer.

- A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.
- B. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- C. Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.
- D. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
- (1) The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

SECTION 5
UNIFORM INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED08-0020

Version 7.1

- (2) The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

5. Evaluation.

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the Offer for the purposes of evaluating that price.
- C. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- D. Disqualification. An Offer (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.
- E. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Final Proposal Revision is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred-twenty (120) days from the Final Proposal Revision due date.
- F. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
- (1) Waive any minor informality;
 - (2) Reject any and all Offers or portions thereof; or
 - (3) Cancel a Solicitation.

6. Award.

- A. Number or Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.
- B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

SECTION 5
UNIFORM INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED08-0020

Version 7.1

7. **Protests.** A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the Enterprise Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:
- A. The name, address and telephone number of the protester;
 - B. The signature of the protester or its representative;
 - C. Identification of the purchasing agency and the Solicitation or Contract number;
 - D. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
 - E. The form of relief requested.
8. **Comments Welcome.** The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.

ATTACHMENT 6.1
PRICES/DELIVERY SCHEDULE
SOLICITATION NO. ED08-0020

Item	UNIT	Unit Price	Total
Software, including, any support costs	Each		
Hardware (Specify each item)	Each		
Professional Development	Lot		
Total Cost			

Subtotal \$ _____

_____ %* Arizona Sales Tax, State and City* \$ _____

Total Offer \$ _____

Notice: If the transaction privilege (sales) taxes are not described and itemized on the offer, the State will assume that the price(s) offered includes all applicable taxes.

ATTACHMENT 6.2
OFFEROR'S REFERENCES
SOLICITATION NO. ED08-0020

OFFERORS SHALL PROVIDE A MINIMUM OF THREE (3) REFERENCES.

1. Company/Organization _____
 - A. Address _____

 - B. Point of Contact/Phone # _____
 - C. Description of Services and When Provided _____

2. Company/Organization _____
 - A. Address _____

 - B. Point of Contact/Phone # _____
 - C. Description of Services and When Provided _____

3. Company/Organization _____
 - A. Address _____

 - B. Point of Contact/Phone # _____
 - C. Description of Services and When Provided _____

ATTACHMENT 6.3
OFFEROR'S ORGANIZATION
SOLICITATION NO. ED08-0020

INSTRUCTIONS:

Offerors shall complete each item, using attachments where necessary. Attachments shall indicate the item number and heading being referenced as it appears below. Failure to make full and complete disclosure may result in the rejection of offers as unresponsive.

	<u>YES</u>	<u>NO</u>
1. <u>Administrative Agent</u>		
Is the Offeror acting as an administrative agent for any other agency, firm, or governmental agency? <i>(If YES, provide a description of the relationship in both, legal and functional aspects.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
2. <u>Civil Rights Compliance Data</u>		
Has any Federal or State agency ever made a finding of noncompliance with any relevant civil rights requirements with respect to the Offeror's business activities? <i>(If YES, provide an explanation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
3. <u>Prior Felony Conviction(s)</u>		
Has the Offeror, its major stockholders with a controlling interest, or its officers been the subject of criminal investigations or prosecutions or convicted of a felony? <i>(If YES, provide an explanation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
4. <u>Suspension or Exclusion from Federal or State Program(s)</u>		
Has the Offeror ever been suspended or excluded from any Federal or State Government program for any reason? <i>(If YES, provide an explanation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
5. Does the Offeror have sufficient funds to meet obligations on time under the contract while awaiting payment from ADE? <i>(If NO, provide an explanation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
6. Have any licenses ever been denied, revoked or suspended or provisionally issued within the past five (5) years? <i>(If YES, provide an explanation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
7. Has the Offeror or the Offeror's firm terminated any contracts, had any contracts terminated, or been involved in contract lawsuits? <i>(If YES, provide an explanation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
8. Does the Offeror, its staff, relatives, or voting members of the Board of Directors maintain any ownership's, employment's, public and private affiliations or relationships which may have substantial interest (as defined in A.R.S. 38-502, Conflict of Interest) in any contract, sale, purchase, or service involving ADE? <i>(If YES, provide a full explanation of the situation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>

ATTACHMENT 6.3
OFFEROR'S ORGANIZATION
SOLICITATION NO. ED08-0020

9. Phoenix area address and telephone number, if different than provided on the Offer and Award Form:

(Street Number)

(City and State)

(Zip Code)

(Telephone Number)

(Fax Number)

10. Provide an overview of your firm that includes organizational structure, number and location of offices and the number of employees at each office location. Also indicate the extent and type of involvement of each office listed. Identify the office location from which a majority of the key personnel will be assigned to any resultant contract.

11. If the Offeror's firm is a division or subsidiary of another firm, indicate below the name and address of the parent firm. Also include a description of the working relationship between the Offeror's firm and the parent firm. Specify what impact, if any, this relationship would have on the Offeror's firm's ability to meet the requirements for services described in this Solicitation.

(Firm's Name)

(Street Number)

(City and State)

(Zip Code)

12. If other than a government agency

A. When was the Offeror's firm formed? _____

B. If the Offeror's firm is incorporated, provide a list of the names and addresses of the Board of Directors.

ATTACHMENT 6.4
OFFEROR'S PERSONNEL QUALIFICATIONS
SOLICITATION NO. ED08-0020

INSTRUCTIONS:

Complete a separate resume, specifically addressing each of the items listed below, for each person who will be proposed to fill the required positions as listed below. If attachments are used, indicate the item number and heading being referenced as it appears below. Attach to each form, the person's resume, current job description, and position(s) for which the person is proposed.

1. Name of Person.
2. Proposed position for contract service.
3. Position currently held in firm Owner/Partner
 Other _____.
4. Number of years with firm.
5. Number of years of consulting experience.
6. Summarize the experience of the above-named person, where applicable, to the services to be provided under this contract.
7. Describe any related education and training (identify degree(s), certification(s), license(s), and professional affiliation(s)).
8. Based on the area(s) of expertise specified in Paragraph 6, above, identify the primary function(s) of this person in terms of providing the services required by this solicitation.
9. Indicate the percentage of time this person WILL be assigned to work under any contract resulting from this solicitation.

ATTACHMENT 6.5
OFFEROR'S FINANCIAL DISCLOSURE
SOLICITATION NO. ED08-0020

INSTRUCTIONS

Complete each item, using attachments where necessary. If attachments are used, indicate the item number and question being referenced as it appears below.

- | | <u>YES</u> | <u>NO</u> |
|---|--------------------------|--------------------------|
| 1. Are the Offeror's accounting records maintained in accordance with Generally Accepted Accounting Principles (GAAP)? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Does the Offeror have an accounting manual? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Does the Offeror's firm prepare a public annual financial statement?
<i>(If YES, provide a copy of the MOST RECENT annual financial statement with proposal.)</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Does the Offeror's firm have interim financial statements prepared?
<i>(If YES, specify how often.)</i> _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Is the Offeror's firm audited by an independent auditor?
<i>(If YES, answer A thru D below.)</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| A. How often are audits conducted? _____ | | |
| B. By whom are they conducted: _____
_____ | | |
| C. Provide a copy of the Offeror's most recent audit report and corresponding financial statements. Include reports of Internal Control and Compliance with Federal/Local regulations, if applicable. | | |
| D. Does the Offeror's firm have any uncorrected audit exceptions? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Does the Offeror's firm have a formal basis to allocate indirect costs charged to this Contract?
<i>(If YES, submit a copy of the allocation plan with proposal.)</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Are there any suits, judgments, tax deficiencies, or claims pending against the Offeror's firm? <i>(If YES, answer A and B below.)</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| A. What is the dollar amount? \$ _____ | | |
| B. In which state(s)? _____ | | |
| 8. Has the Offeror's firm ever gone through bankruptcy?
<input type="checkbox"/> | | <input type="checkbox"/> |

ATTACHMENT 6.6



**ARIZONA DEPARTMENT OF ADMINISTRATION
RISK MANAGEMENT SECTION**

1818 WEST ADAMS
PHOENIX, ARIZONA 85007
FAX 542-1982

SOLE PROPRIETOR WAIVER

NOTE: THIS FORM APPLIES ONLY TO STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS AND UNIVERSITIES UTILIZING SOLE PROPRIETORS WITH NO EMPLOYEES. IF YOU ARE CONTRACTING WITH A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR SOLE PROPRIETORS WITH EMPLOYEES, THIS FORM DOES NOT APPLY.

The following is a written waiver under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. §23-901 (et. seq.), and specifically, A.R.S. §23-961(L), that provides that a Sole Proprietor may waive his/her rights to Workers' Compensation coverage and benefits.

I am a sole proprietor and I am doing business as _____ (name of Sole Proprietors Business). I am performing work as an independent contractor for the State of Arizona, _____, for Workers' Compensation purposes, and therefore, I am not entitled to Workers' Compensation benefits from the State of Arizona, _____.

I understand that if I have any employees working for me, I must maintain Workers' Compensation insurance on them.

Name of Sole Proprietor: _____		
Social Security Number: _____	Telephone #: _____	
Street Address/P.O. Box: _____		
City: _____	State: _____	Zip Code: _____
Signature of Sole Proprietor: _____		Date: _____

Agency: <u>Arizona Department of Education</u>	Agency #: <u>455</u>
Signature of Agency Contract Administrator: _____	Date: _____

Both signatures must be signed and the completed form submitted to the State of Arizona, Department of Administration, Risk Management Section, Insurance Unit, 1818 W. Adams, Phoenix, Az 85007. An authorized Risk Management Representative will sign and return to the agency to be maintained in their records.

Signature of Risk Management Authorized Signer Date

ATTACHMENT 6.7
Digital Content, Professional Development and Delivery Narrative
SOLICITATION NO. ED08-0020

Reviewer Name: _____ Date: _____

Company Name: _____

Instructions: Respond to each of the questions below on a separate page. While the PRIME CONTRACTOR/VENDOR will be responding to these narrative questions, all the proposed partners must be included in the answers and sign that they are aware of the response and its implications. The proposal must include the following and will be reviewed according to the following:

Proposal Narrative and Rating Criteria

1. Describe succinctly the nature and scope of your digital math content for this pilot project.
2. Provide evidence that your proposed digital content is based upon scientific-based research.
3. Provide how the digital content aligns with the Arizona Math Standards and how the professional development aligns with the Arizona Professional Teaching Standards, National Staff Development Council Standards and the National Educational Technology Standards for Teachers. (A chart of alignment will be acceptable).
4. Describe the innovative aspects of your proposed digital content.
5. Discuss how the assessment component(s) will help Arizona gather and report data on their progress to meet the Legislative mandate for this pilot.
6. Describe prime vendor's experience with offering face-to-face and online professional development. Provide three experiences / references directly related to delivery of professional development to support your narrative.
7. Describe the prime vendor and partners' technical resources and ability to meet the requirements of this RFP, including how pilot schools will be supported. Describe prime vendors and partners' ability to meet the requirements of the RFP within the proposed timeline including task relationships and dependencies.
8. Provide a realistic time frame to begin the following tasks once the award of contract is made:
 - Professional development schedule available and advertised
 - Hardware delivered and installed
 - Student set-up in digital content management system
 - Reporting system ready
 - Student pilot begins
9. Discuss any additional strengths and experiences of the prime vendor and its partners relevant to supporting this pilot.

ATTACHMENT 6.8
Self-Assessment of Proposed Program Design and Deliverables
SOLICITATION NO. ED08-0020

Company Name: _____

Date: _____

Instructions:

Complete this self-assessment form to determine how well you align with the Scope of Work requirements.

Requirements	Yes	No*	*Explanation
Offeror's Requirements			
1. Be capable of providing effective leadership in a joint effort with the selected partners. Previous successful joint efforts similar to this project should be referenced.			
2. Have successfully implemented the current product or immediate predecessor in a variety of educational settings. Provide a list of references of schools that have used the digital content or predecessor products in similar situations. (Provided in Attachment 6.2)			
3. Submit a comprehensive written narrative of the design and implementation plan to accomplish the project. The implementation plan must include a projected timeline sequencing all major events and project tasks that specifically detail the duration of all tasks in increments of eight (8) hour days.			
4. Provide access to <u>full versions</u> of the proposed digital content/curriculum to ELTF members for evaluation of the RFP and to the Arizona Legislative committee members identified in the enabling legislation. Access for a minimum of 25 users will be required during the evaluation phase. The full digital content shall be available from the submission to the date the award process is completed.			
5. Identify and provide specifications for any peripheral equipment required or recommended to maximize effective use of the system. (This information will be attached to the Offeror's proposal as Attachment 6.9)			
6. Provide a sample of the laptop(s) being offered that meet the specifications recommended for the pilot program for testing during the evaluation phase.			
7. Provide a site readiness checklist that will ensure the participating sites are equipped with the required technical infrastructure and Internet bandwidth.			
8. Describe how and what the vendor will report to the legislature. ADE, ELTF, and pilot districts and schools. The legislation states that the vendor will be required to deliver "Monthly reports on the performance of the system and direct any corrective steps required to achieve success."			
9. Provide the name(s) and qualifications of the Project Management team and support staff with individual roles and responsibilities identified.			

ATTACHMENT 6.8

Self-Assessment of Proposed Program Design and Deliverables

SOLICITATION NO. ED08-0020

Requirements	Yes	No*	*Explanation
Digital Content Requirements			
The Digital Content Must:			
1. Be aligned with the Arizona K-12 Academic Math Standards (http://www.ade.state.az.us/standards/math/articulated.asp). The digital content will address every math standard/strand and concept, down to the performance objective for 6-9 grades.			
2. Be designed to be used in a one to one (1:1) environment to allow students to progress at their own pace as well as allow the teacher to use in direct instruction.			
3. Accommodate students that are performing above and below grade level.			
4. Be designed using appropriate pedagogy, learning theory, and instructional strategies to increase student achievement.			
5. Provide authentic activities and relevant learning examples to address individualized needs of students.			
6. Provide sensitivity to the ethnic, cultural and socio-economic demographics of Arizona when providing content examples and assessment items.			
7. Be accessible beyond the 180 day academic school year (for example intersession, summer school).			
8. Provide a delivery system that has the ability to provide course work to 50,000 students at the highest reliability level both at school and home.			
9. Comply with federal 2004 IDEA parameters (can accommodate IEPs and work with assistive technologies).			
10. Be designed to "increased student motivation" related to math.			
11. Be platform neutral and delivered via the Internet for school and home use. Vendors are encouraged to offer alternatives for providing digital activities and resources utilizing the student laptop to meet the needs of students not having home access to the Internet.			
12. Provide engaging and interactive experiences for students (allow for all learning styles) which will include but not limited to:			
a. visual (color, motion, graphics)			
b. auditory			
c. aesthetic appeal			
d. intuitive navigation			
e. reading level			
f. use of gaming strategies			
Desirable but not required			
1. Provide alignment to the National Math Curriculum Focus (NMCF), (http://www.nctm.org/focalpoints/news_cfpnctm.asp).			
2. Provide for parental involvement with the ability to monitor learning and progress both electronically and in alternative formats.			
3. Provide for a student "help desk" on-line for technical issues throughout the duration of the pilot.			
4. Provide for a free student "math homework hotline" a minimum of 2 hr per "evening".			

ATTACHMENT 6.8
Self-Assessment of Proposed Program Design and Deliverables
SOLICITATION NO. ED08-0020

Requirements	Yes	No*	*Explanation
5. Provide a collaborative student platform.			
Professional Development Requirements			
The Professional Development Must:			
1. Provide evidence that all professional development is aligned:			
a. Arizona Professional Teaching Standards http://www.ade.state.az.us/certification/downloads/Teacherstandards.pdf			
b. National Staff Development Council Standards http://www.nsd.org/standards/index.cfm .			
c. National Educational Technology Standards for Teachers http://cnets.iste.org/teachers/t_stands.html			
2. Provide both initial and ongoing professional development for teachers and their administrator that:			
a. Ensures effective use of the acquired digital content, assessments and equipment.			
b. Uses appropriate strategies and techniques to successfully integrate technological and digital resources into the daily work of students.			
c. Accommodates unscheduled teacher replacements during the school year.			
d. Offers a variety of formats, e.g. face-to-face, mentoring/coaching teachers in the classroom, workshops, peer-to-peer monitoring, web-based and/or other.			
e. Ensures that teachers can use real-time data to differentiate instruction based on the ability to analyze data and adjust learning as needed.			
f. Increases student motivation and success related to achieving Arizona Math standards.			
3. Provide training syllabi with teacher time commitment for maximum results.			
4. Provide digital records of registration, course or class completion and other units of professional development to the Arizona Department of Education for monitoring and recertification purposes.			
5. Provide evidence that all professional development provided by the prime vendor is conducted by personnel with proven classroom experience (resume required).			
Desirable but not required			
1. Provide on-line and/or toll-free phone teacher support during the normal school week hours (8-5) for the academic year.			
2. Provide mentoring and coaching of teachers as follow-up for the duration of the project.			
3. Provide materials and content for the schools to utilize for informing and communicating with parents/guardians of participating students.			

ATTACHMENT 6.8
Self-Assessment of Proposed Program Design and Deliverables
SOLICITATION NO. ED08-0020

Requirements	Yes	No*	*Explanation
4. Provide incentives for the teacher participation in the program.			

STUDENT ASSESSMENT REQUIREMENTS

The Student Assessment Component Must:

1. Provide items aligned with the Arizona Mathematic Standard (at the concept and performance objective), and formatted consistent with the Arizona's Instrument to Measure Standards (AIMS).			
2. Provide formative and summative assessments that:			
a. Utilize computer adaptive testing ²			
b. Are embedded instruction			
c. Provide reliable and valid assessment results at the individual student level			
d. Provide real-time feedback for both student and class			
e. Produce vertical growth scale (over 3 years)			
f. Provide scale scores across all the grades included in this pilot. ³			
g. Produces two types of mastery scores (end of unit and state standard proficiency)			
h. Provides three year longitudinal data collection over the course of the pilot			
i. Establishes baseline data			
j. Provide for analysis of results and provide teachers with recommendation for re-teaching			
k. Provide appropriate feedback to students with additional content review as needed.			
l. Allow for aggregation of longitudinal data by student, class, grade, school and state levels.			
m. Provide visual interpretation of degrees of mastery of the content			
3. Provide examples of all reports specified in this RFP.			

Technical Requirements

Platform Requirements

1. Teachers and students in the pilot will be provided a laptop with wireless capability and a carrying case for the duration of the project. Participating schools will be allowed to select either a PC or Mac laptop and wireless cards based on their district's policy and practice.			
2. The minimum requirements for laptops are:			

Specifications	Windows PC	Apple Mac			
Operating System	Windows XP Professional SP2 Media Center Edition 2005	Mac OS 10.4 or better			
Productivity Tools	Microsoft Office 2003/2007 or equivalent	MS Office for Mac 2004/2008 or equivalent			
Processor Speed	Core Duo (no Celeron)	1.83 GZ			
Memory	1 GB RAM	1 GB RAM			
Hard Drive	60 GB	60 GB			

ATTACHMENT 6.8
Self-Assessment of Proposed Program Design and Deliverables
SOLICITATION NO. ED08-0020

Requirements		Yes	No*	*Explanation
Graphics Card	Integrated card	Integrated Card		
Warranty	3 year parts and labor (on-site strongly recommended)	3 year parts and labor Appplecare		
Browser	As appropriate for digital content	Firefox/Mozilla		
Insurance	Comprehensive breakage, theft, hazard (strongly recommended)			
Virus and Spyware Protection Software	Appropriate virus and spyware protection software			
3. The proposed laptops' operating system must be compatible with digital math content requested under Section B – Digital Content Req.				
Technical System Must Be:				
1. Based on widely-accepted principles and open architectures, supported by open- and/or pervasive-industry standards and best practices as defined by Arizona’s statewide IT P700 series of policies and S700 standards addressing Network, Platform, Software, and Data/information Architectures.				
2. Interoperable, portable, scalable, adaptive and comply with the ADE's technical guidelines for initiatives and strategies.				
3. Compatible and interoperable with ADE's IDEAL project. (http://www.ideal.azed.gov)				
Security System Must:				
1. Securely and economically protect all districts and schools business/system functions and its data/information as defined by Arizona's statewide IT P800 Security Policy and S800 series of security standards. This shall include district, teacher, and student access to appropriate levels of information and resources pertaining to district/school reporting, academic reporting, coursework and assessments, and student scores.				
2. Comply with existing Federal and State statues on confidentiality, privacy, accessibility, availability, and integrity. All access to data must be in compliance with FERPA, Family Educational Rights and Privacy Act. (http://www.ed.gov/offices/OM/fpc/index.html)				
3. Be certified to have 99% real-time reliability for users. Successful bidders will post bond or provide proof of insurance to cover any costs incurred as a result of "loss of use" during the pilot.				
Management and Reporting System Must:				
1. Be user friendly and require minimal training to operate effectively. The system must have the capacity for remote monitoring and support.				
2. Include a complete explanation of the operation of the management system, from set-up and testing to final implementation.				
3. Provide a strategy to do ongoing system analysis of the pilot project itself and implement improvements.				

ATTACHMENT 6.8
Self-Assessment of Proposed Program Design and Deliverables
SOLICITATION NO. ED08-0020

Requirements	Yes	No*	*Explanation
4. Provide samples of appropriate monthly reports on system performance.			
5. Provide capacity for ad hoc queries on student usage and performance.			
6. Provide a tech support strategy including a help desk function that will ensure the highest level of operational capacity and maximum instructional usage.			
Data Standards Must Be:			
1. SIF compliant (http://www.sifinfo.org)			
2. Capable of importing data to and exporting data from any student information system meeting Arizona's Student Accountability Information System (SAIS) requirements.			
3. Compliant with Arizona educational data standards and systems to facilitate data transfer and reporting to the school/district student information system and to the state's data warehouse system.			
Site Infrastructure Evaluation and Remote Management Must:			
1. Be able to assess the participating school's wireless and network infrastructure, Internet bandwidth capacity and identify any deficiencies that would impact system performance.			
2. Be able to remotely monitor and analyze participating schools' wireless and network infrastructure, Internet bandwidth capacity and make systems improvements as required. (The pilot schools will assure that site infrastructure meets or exceeds the requirements of the vendor's system.)			
3. Ensure that at least one on-site individual be trained to be able to log students off when computers freeze or tampering has occurred (or the ability to do this remotely with toll-free access or email with 10 min response time during the academic day.)			

ATTACHMENT 6.9
PERIPHERAL EQUIPMENT SPECIFICATIONS
SOLICITATION NO. ED08-0020

ATTACHMENT 6.10
OFFEROR'S CHECKLIST
SOLICITATION NO. ED08-0020

Instructions: Offerors must submit the items listed below. In the column titled "Offeror's Page #", the Offeror must enter the appropriate page number(s) from its Proposal where the ADE evaluators may find the Offeror's response to that requirement.

Required Item	Solicitation Reference:	Offeror's Proposal Page #:
1. Offer and Award Form Signed	Page 1	
2. Contract Administration	Section 2. ¶¶ 20.A & 20.D	
3. Offeror's Prices	Attachment 6.1	
4. Offeror's References	Attachment 6.2	
5. Offeror's Organization	Attachment 6.3	
6. Offeror's Personnel Qualifications	Attachment 6.4	
7. Offeror's Financial Disclosure	Attachment 6.5	
8. Sole Proprietor Certificate Waiver (if necessary)	Attachment 6.6	
9. Digital Content, Professional Development & Delivery Narrative	Attachment 6.7	
10. Self-Assessment of Proposed Program Design and Deliverables	Attachment 6.8	
11. Peripheral Equipment Specifications (if necessary)	Attachment 6.9	
12. Offeror's Checklist	Attachment 6.10	

EXHIBIT 7.1



CERTIFICATE OF INSURANCE

CONTRACT NO. ED05-

VENDOR:

**ARIZONA DEPARTMENT
OF EDUCATION
PROCUREMENT SECTION
1535 WEST JEFFERSON, Bin 37
PHOENIX, ARIZONA 85007
(602) 364-2517**

Prior to commencing services under this Contract, the Contractor must furnish the State, certification from insurer(s) for coverages in the minimum amounts as stated below. The coverages shall be maintained in full force and effect during the term of this Contract and shall not serve to limit any liabilities or any other Contractor obligations.

Name and Address of Insurance Agency::	Company Letter	Companies Affording Coverage:
	A	
	B	
Name and Address of Insured:	C	
	D	

LIMITS OF LIABILITY MINIMUM – EACH OCCURRENCE	COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES
Bodily Injury Per Person Each Occurrence Property Damage OR Bodily Injury and Property Damage Combined		Comprehensive General Liability Form Premises Operations Contractual Independent Contractors Products/Completed Operations Hazard Personal Injury Broad Form Property Damage Explosion & Collapse (If Applicable) Underground Hazard (If Applicable)		
Same as Above		Comprehensive Auto Liability Including Non-Owned (If Applicable)		
Necessary if underlying is not above minimum		Umbrella Liability		
Statutory Limits		Workmen's Compensation and Employer's Liability		
		Other		

State of Arizona and the Department named above are added as additional insureds as required by statute, contract, purchase order, or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the State without thirty (30) days written notice to the State. This Certificate is not valid unless countersigned by an authorized representative of the insurance company.

Name and Address of Certificate Holder:

Date Issued: _____

Authorized Representative

Appendix A - Timeline and Design Considerations for the e-Learning Pilot Project

Student Cohorts 1 & 2 will have a 3 year experience. Cohorts 3 & 5 will have a 2 year experience. Cohorts 4 & 6 will have a 1 year experience
 All teachers will have a 3 year experience

Grade level	Year 1-(2007)			Year 2-(2008)			Year 3-(2009)			Year 4-(2010)			Year 5-(2011)		
	Spring	Summer	Fall	Spring	Summer	Fall	Spring	Summer	Fall	Spring	Summer	Fall	Spring	Summer	
	PIJ	Plan	Push Beginning PD to Summer 08												
	RFI/RFP	Evaluate/award	School selection	Plan	PD	Initiate pilot			ANNUAL			ANNUAL			FINAL
6						Cohort 1 XXXXXX		eval/report	Cohort 5 YYYYYY		eval/report	Cohort 6 OOOOOO		eval/report	
7						Cohort 2 ZZZZZZ		eval/report	Cohort 1 XXXXXX		eval/report	Cohort 5 YYYYYY		eval/report	
8						Cohort 3 OOOO0		eval/report	Cohort 2 ZZZZZZ		eval/report	XXXXXXXX XXXXXXXX		eval/report	
9						Cohort 4 YYYYYY		eval/report	Cohort 3 OOOOO		eval/report	Cohort 2 ZZZZZZZZ		eval/report	

Notes:

1. Eligible schools have to have at least 2 sequential grade levels of the 4 eligible (6th-9th)
 2. Cohort 4 & 6 would consist of students with no prior or subsequent experience in program
 3. Color indicates computer migration. 4 initial grade level allocations and two reallocations from 9th to 6th grade classes.
 4. Number indicates student Cohort group
 5. Cohort 2, 3, and 4 (75% of computers if distributed equally among Cohorts) would have to be assigned to a district that has junior highs with 9th grade included (Mesa)
- 3 years experience for teachers at all grade levels
 All computer resources procured and placed in service year 1
 Lessons learned allow teachers to modify and adjust for success

CHALLENGES

Limited number of districts with 9th grade as part of a junior high campus but in this model 75% of the computers would be assigned to a Cohort moving to 9th grade. Computers from Cohort 4 would move from a 9th grade to a 6th grade class which would be logistical problem if they weren't both at the same site. Ditto for computers use by Cohort 3.

Varied amount of student data. One third would have 3 years, one third would have 2 years and one third would have 1 year of data

Departmentalized nature of Junior hi classes, i.e. 7th, 8th, and 9th. Do we allow mixed classes? Only Math teachers involved!?

Implementation and ongoing instructional support over 4 grade levels would be a significant increase over just one grade level

END OF SOLICITATION NO. ED08-0020