



State of Arizona
Department of Education
REQUEST FOR PROPOSAL COVER PAGE

SUPPLEMENTAL
EDUCATIONAL
SERVICES
(SES)

Solicitation Number: **ED10-0023**

Solicitation Due Date / Time: **May 6, 2010 at 3:00 p.m. Mountain Standard Time**

Submittal Location: Arizona Department of Education
Contracts Management Unit/3rd Floor
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007-3209

Description of Procurement: **The Arizona Department of Education (ADE) seeks to contract with qualified entities to provide Supplemental Educational Services to include tutoring, remediation, and other academic enrichment programs.**

A Pre-Offer Conference will not be held in conjunction with this procurement.

NOTE: Those entities that have contracts currently under RFP ED06-0045, RFP ED07-0019, RFP ED07-0041, ED07-0041 SUPPLEMENT A and ED09-0028 **ARE** also required to respond to this solicitation.
There will be no contract renewals and all current contracts will terminate June 30, 2010.

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 Contracts Management Unit at the above specified location up 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 Contracts Management Unit, 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
THE SOLICITATION NUMBER, OFFER'S NAME and ADDRESS
MUST BE CLEARLY INDICATED on the ENVELOPE or PACKAGE

All offers must be completed in ink or typewritten. Attachment 6.3 (Provider Application) shall be completed on the form provided. Offers received in any other format will not be considered. 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

Brian D. Ball
Procurement Officer

brian.ball@azed.gov
E-Mail Address

April 6, 2010
Date

602-364-2517
Telephone Number

OFFER AND AWARD



ARIZONA DEPARTMENT OF EDUCATION
Contract Management Unit – Bin # 37
1535 West Jefferson Street
Phoenix, Arizona 85007-3209



SOLICITATION NO. ED10-0023

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.

The Undersigned additionally certifies that the Offeror does not have scrutinized business operations in either the Sudan (A.R.S. 35-391) or Iran (A.R.S. 35-393).

Company Name/dba

Name of Person Authorized to Sign Offer

Street Address

Title of Authorized Person

City State Zip

Signature of Authorized Person Date of Offer

Telephone Number Facsimile Number

E-Mail Address

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

Acknowledgement of Amendment(s):
*(Offeror acknowledges receipt of amendment(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 ED10-0023-
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 _____, 2010.

Douglas C. Peoples, MBA, CPPB, CPCM
Chief Procurement Officer
Department of Education

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1. PURPOSE

The Arizona Department of Education (ADE) seeks to contract with high quality programs to provide free, effective academic enrichment to the children of low-income families through the Supplemental Education Services (SES) Program.

2. BACKGROUND

SES is a provision of Title I of the Elementary and Secondary Education Act (ESEA), as reauthorized by the No Child Left Behind (NCLB) Act. Through SES, students from low-income families are eligible to receive extra academic assistance if they attend a Title I school that has not made adequate yearly progress (AYP) for at least 3 three years making it a school that would be in at least its 2nd year of “school improvement” status. The SES program expands options for parents of low-income children by enabling them to seek out free, high quality, effective academic enrichment.

3. THE STATE (ARIZONA DEPARTMENT OF EDUCATION)

Arizona is charged with identifying schools that do make adequate yearly progress (AYP) and schools that are in need of improvement, corrective action, or restructuring.

- ADE has developed its own application and criteria to become a state-approved SES provider. ADE is committed to increasing the supply of providers without sacrificing the quality of the programs being offered.
- ADE shall provide LEAs with a list of approved providers in the area.
- ADE shall monitor each provider and evaluate provider effectiveness after at least 2 years but may monitor more frequently.
- ADE shall remove providers from the state-approved list if the provider fails to:
 - Increase students’ achievement for 2 consecutive years
 - Provide services consistent with Federal, State, and local health, safety, and civil rights requirements
 - Conduct all aspects of their program in accordance with all state and district contracts, agreements, procedures, and guidelines.

4. THE LEA (PUBLIC SCHOOL DISTRICTS, PRIVATE AND CHARTER SCHOOLS)**A. MAKING SES AVAILABLE**

As part of the Federal No Child Left Behind Act (NCLB) of 2001, LEAs shall arrange for the provision of supplemental educational services (such as tutoring, academic enrichment, remediation, or academic intervention). These services are for eligible students in schools that

1. receive Title I funding and
2. are in at least its 2nd year of “school improvement” status.

B. STUDENT ELIGIBILITY

Student eligibility criteria are determined by the LEA and include family income level and academic achievement. The LEA must continue to offer services during each school year until the schools are no longer identified for school improvement. The services must be from a provider approved by the Arizona Department of Education and selected by the parents/guardians in cooperation with the school district.

C. SPENDING OF TITLE 1, PART A FUNDS

Under the terms of NCLB, school districts are required to spend an amount equal to 20 percent of their Title I, Part A funds for supplemental educational services and transportation for students who exercise their public school choice option, unless a lesser amount is needed to meet all requests.

D. DETERMINING THE PER PUPIL ALLOCATION FOR SUPPLEMENTAL SERVICE RECIPIENTS

Applicable Law: Public law 107-110, Section 1116(e) SUPPLEMENTAL EDUCATIONAL SERVICES

(6) Amounts for Supplemental Educational Services

The amount an LEA shall make available for supplemental educational services for each child receiving those services under this subsection shall be the lesser of –

- (A) the amount of the agency’s allocation under subpart 2, divided by the number of children from families below the poverty level counted under section 1124(c)(1)(A);
- or
- (B) the actual costs of the supplemental educational services received by the child.

The formula amount for (A) above would be: **LEA Title I Allocation plus any transferability funds divided by the number of children ages 5 through 17 who qualify for Free Lunch.**

The LEA is limited in how much it can spend to provide supplemental educational services for each eligible student. Specifically, the per pupil spending limit allocated to each LEA for supplemental educational services is as shown in their Title I allocation notice.

LEAs are not required to provide funds for transportation related to supplemental educational services, nor are they required to provide funds beyond the minimum funding allocated under Title I, as set forth in federal law.

LEAs are not required to provide space or resources (i.e., computers, copies, and /or instructional staff). If a provider intends to offer services at the school, ***the provider must have planned on-site supervision and a separate agreement with the LEA to use school facilities.***

E. ACADEMIC ENRICHMENT

The LEA must continue to offer services during each school year until the school is no longer identified for school improvement.

5. THE PROVIDER**A. ELIGIBLE ORGANIZATIONS**

A variety of organizations are eligible to provide SES after receiving formal approval from the state, such as:

- Individuals
- For-Profit Entities
- Nonprofit Entities
- Local Community Programs
- Institutions of Higher Education (Colleges or Universities)
- National Organizations
- Faith-Based Organizations
- Local Educational Agencies (Private and Charter Schools)
- Local Educational Agencies (Public Schools and Districts)
- After School Centers
- 21st Century Learning Centers

The following attached SES provider application (Attachment 6.3) further details the process and specifications of becoming an SES Provider. Everyone, including LEAs, is encouraged to apply to become an approved provider.

B. PROVIDER PROGRAM REQUIREMENTS

Academic enrichment includes:

- Instruction before school, after school, weekends, intersession, late start and/or summer school.
- Is of high quality, research-based, and specifically designed to increase the academic achievement of eligible children on assessments and attain proficiency in meeting the Arizona Academic Standards, as measured by Arizona's Instrument to Measure Standards (AIMS).

C. PROVIDER REQUIREMENTS

Providers shall comply with each of the following requirements and all other requirements set forth in this solicitation. Failure to do so shall be reason for removal from the State's Approved Provider List.

The Provider Shall:

- 1) Provide supplemental educational services outside the regular school day (academic enrichment that occurs before school, after school, weekends, intersession and/or summer school);
- 2) Ensure instruction, content, and curriculum are consistent with the school/LEA the student attends and aligned to the Arizona Academic Standards;
- 3) Ensure that instructional strategies are of high quality, based upon research, and specifically designed to increase the achievement and proficiency of low-income students in meeting Arizona Academic Standards in the areas of reading and/or mathematics;
- 4) Demonstrate a record of effectiveness in improving student academic achievement in reading and/or mathematics;
- 5) Have an established plan for instruction in the areas of reading / language arts, and/or mathematics built upon initial assessment of each student's skills in one or more of these subjects.
- 6) Provide appropriate accommodations and support to students with disabilities to ensure such students benefit from supplemental educational services;
- 7) Ensure that eligible students with disabilities and students covered under Section 504 may participate with necessary accommodations, consistent with a student's individualized education program under Section 614 of the Individuals with Disabilities Education Act (IDEA), or a student's individualized services under Section 504;
- 8) Comply with all applicable Federal, State, and local health, safety, and civil rights laws;
- 9) Sign and comply with all items listed in the Statement of Assurances (see Attachment 6.4)
- 10) Sign and comply with all items within the Internet Statement of Assurances.(see Attachment 6.5)
- 11) Submit complete State of Arizona Substitute W-9 and Vendor Authorization Form.
- 12) Keep an updated and current Certificate of Insurance on file with ADE. (Exhibit 7.1)
- 13) Sign and comply with every aspect of the Education Industry Association's Code of Professional Conduct and Business Ethics for Supplemental Educational Services Providers.
- 14) Provide services in accessible locations;
- 15) Ensure that all instruction, content, and curriculum are secular, neutral, and non-ideological.
- 16) Provide evidence that applicant is financially sound.
- 17) Approved providers are required to attend a mandatory meeting regarding Title 1 SES upon approval (date to be determined) and every year thereafter.

- 18) Providers are required to use the ADE APPROVED SES Services Agreement provided by the Arizona Department of Education (ADE) with the parent(s) of eligible students and the LEA. The services agreement includes:
- a. A statement of specific achievement goals for the student based upon the child's specific educational needs, developed in consultation with the student's parents and the school/LEA; in the case of a student with disabilities, is consistent with the student's Individualized Education Program (IEP) or 504 plan;
 - b. A description of the assessments and the instructional program to be used;
 - c. A description of how the student's progress will be measured;
 - d. A description of how each eligible student's parent(s), teacher(s) and the LEA will be regularly informed of the student's progress in a format and, to the extent practicable, in a language or other mode of communication that parents can understand;
 - e. Attendance requirements;
 - f. A description of planned on-site supervision by the Provider (If a provider intends to offer services at the school, the LEA is not required to provide space or resources, i.e., staff, computers, copies, facility);
 - h. The amount of time supplemental educational services will be provided;
 - i. A provision that the term of the contract agreement shall terminate immediately upon the provider's removal from the Arizona Department of Education list of approved supplemental educational services providers;
 - j. A provision for termination of the agreement if the provider fails to meet student progress goals;
 - k. An assurance that all employees who will interact with eligible students have undergone background checks and have a valid fingerprint clearance card with the Arizona Department of Public Safety Contractor personnel, whether paid or not, and who are required or allowed to provide services to juveniles shall have a valid fingerprint clearance card that is issued in accordance with A.R.S. 15-534G pursuant to Title 41, Chapter 12, Article 3.1;
 - l. Provisions with respect to the timely making of payments to the provider by the LEA;
 - m. An assurance from the provider that prohibits them from disclosing to the public the identity of any student eligible for, or receiving, Title I SES without the written permission of the student's parents.
 - n. Providers shall have a separate agreement to use school facilities.
- 19) Teachers from schools in improvement may not tutor in their own schools without a waiver request submitted by the provider.
- 20) Small group instruction is defined as 1:5 teacher : student ratio; Lab groups are 1:10.
- 21) All state approved providers shall have a contact person located in Arizona.
- 22) All tutors shall hold a valid fingerprint clearance card.
- 23) All approved providers shall attend the annual mandatory held during the summer break.

E. THE PROVIDER SHALL NOT:

Doing any of the following shall be reason for removal of provider from state's approved vendor list.

- Apply additional admission criteria to eligible students.
- Employ current employees of the Arizona Department of Education (ADE).
- Employ administrative staff (principals, assistant principals and other persons of authority).
- Consider selection by ADE as an endorsement or guarantee of work, if selected as a provider.
- **DELIVER TUTORING SERVICES IN A PRIVATE RESIDENCE; EITHER A CHILD'S HOME, TUTOR'S HOME, OR ANY OTHER PRIVATE RESIDENCE.**
- Promote their SES program in a manner that is inconsistent with those stated in the Special Terms and Conditions, ¶ 22, page 14.

F. MONITORING AND EVALUATION OF APPROVED PROVIDERS

The purpose of providing Title I SES for economically disadvantaged students in schools that fail to make Adequate Yearly Progress (AYP) is to help them meet Arizona's Academic Standards. Determining whether students who participate in these services are meeting these standards then becomes the paramount evaluation objective. Secondary objectives relate to the degree to which criteria specified for SES Providers (SESPs) have been met, and their relationships to increasing student mastery of standards.

The ADE, in cooperation with applicable LEAs, is required to monitor the quality and effectiveness of services offered by approved providers. ADE is required to withdraw approval from providers that fail, for two consecutive years, to contribute to increasing the academic proficiency of students to whom they provide services or that fail to meet any of the other eligibility requirements or assurances (see P.L. 107-110 Section 1116(e)(4)(D)). In order to fulfill these requirements, the ADE has established the following three components:

First, as a part of the Academic Achievement Division's annual on-site monitoring schedule for all Title I districts, ADE will ascertain an evaluation and demonstration of the effectiveness of providers through LEA records and analysis.

Second, monitoring of approved Title I SESP's will consist of document analysis and interviews. The ADE reserves the right to conduct on-site observations of approved Title I SESP's. Specific evaluation questions will be developed for each of the objectives and protocols for collecting the data.

ADE may conduct site visits of approved providers at scheduled intervals to determine if providers are in compliance with providing services that are increasing student achievement, provided in a professional manner, and in a safe and legally compliant atmosphere. Monitoring will be conducted through contact with LEAs, parent/guardians, and students as well as reports issued by the provider. A violation of any of the provider responsibilities will constitute grounds for immediate removal from the state approved list.

Each provider will be evaluated using parent/guardian, student, and LEA surveys. Feedback will be solicited and reviewed by ADE to assess whether providers are fulfilling the responsibilities in the manner described in the provider's application and SES Agreement signed with each LEA and parent/guardian.

Third, each approved provider is expected to submit to the ADE, and each LEA with which it contracts, a final written report, in the required format, that summarizes the progress of all students provided with supplemental services. This report is due on July 31 of each year. This information will be reviewed, along with the monitoring and evaluation documentation, to determine if the provider will remain on the list of state-approved supplemental educational service providers.

F. REQUIRED RESOURCES

Each Offeror shall have available as a resource and be familiar with the information contained in the following documents:

- ***The Providers' Toolkit for Supplemental Educational Services*** The SESQ Center developed a *Toolkit* to offer potential or current SES providers practical, step-by-step tips, tools and resources on designing, delivering, marketing, managing, and evaluating an SES program. For a pdf version, use the following web address: <http://www.tutorsforkids.org/ToolkitDownload.asp> . This web site has a variety of additional information on supplemental education services.
- ***Code of Business Conduct and Ethics developed for providers of SES services.*** Developed with input from Education Industry Association members, these voluntary guidelines for members of the education industry describe best practices for SES tutoring providers and set the benchmark for ethical decision-making. The Code is available in PDF and MS Word formats at <http://www.educationindustry.org/tier.asp?sid=2> . Offerors shall review these best practices that outline the expectations of conduct for approved providers in Arizona.
- ***No Child Left Behind Legislation, Title I, Section 1116(e).*** The Offeror shall review and be familiar with this legislation and its requirements. The legislation can be found at <http://www.ed.gov/policy/elsec/leg/esea02/pg2.html>.
- ***US Department of Education Supplemental Educational Services Non-Regulatory Guidance.*** The U.S. Department of Education's *Supplementary Education Services Non-Regulatory Guidance* offers more details on implementing SES and expectations of providers and is available at <http://www.ed.gov/policy/elsec/guid/suppsvcsguid.pdf>.

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 CLAUSE:** 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 "Indemnitees") 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 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 REQUIREMENTS:** 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 coverage.

- | | |
|--|-------------|
| • 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 coverage for sexual abuse and molestation.**

- b. 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”*.
- c. 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.
- d. The certificate shall include **the State issued contract number** within the Insured information or within the Certificate Holder information.

2. **WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY**

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

3. **PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS LIABILITY)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be

maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- 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.
- c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

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 address listed in paragraph 25.B. 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 address listed in paragraph 25.B 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 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 signature of ADE Procurement Administrator 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, and inclusive of all labor, equipment, materials, products, freight (FOB Destination), consumable supplies, insurance, and all other costs incidental to the services provided. **Hourly rates shall not exceed fifty-five dollars (\$55.00) per hour/per student and no rate ranges will be accepted.**
8. **PRICE ADJUSTMENTS.**
- A. The Procurement Officer may review a fully documented request for a price increase only after the Contract has been in 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. A price increase adjustment shall only be considered at the time of a Contract extension and shall be a factor in the extension review process.
 - B. All written requests for price adjustments made by the Contractor shall be initiated 90 calendar days in advance of the expiration/extension date of the contract. The 90 calendar days 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. **SUPERVISION OF WORK.** Work performance of Contractor's personnel will be monitored by ADE. Those who fail to satisfactorily perform or who exhibit excessive absenteeism, may be required to be replaced pursuant to Paragraph 10, Removal of Contractor's Employees.
10. **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.
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. **TYPE OF CONTRACT.** This is a Fixed Price, indefinite quantity, requirements contract for use of all Arizona public education agencies.
13. **ELIGIBLE RECIPIENT AGENCIES AND PAYMENT:** Pursuant to authority delegated to ADE by the Department of Administration, this Contract is for the use of ADE, other state agencies, and Arizona school districts and charter schools (all public education agencies). The prices and terms and conditions of this contract apply to all eligible recipient agencies. The Contractor shall accept purchase orders from eligible recipient agencies for contract services. The

Contractor shall invoice the eligible recipient agency that tendered the purchase order for the contract services (do not invoice ADE). The eligible recipient agency will pay the Contractor upon approval of acceptable invoice.

14. **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 offer.
15. **Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement:**
 - A. The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
 - B. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
 - C. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
 - D. The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.
16. **BACKGROUND CHECKS AND FINGERPRINT CLEARANCE.** Contractor personnel, whether paid or not, and who are required or allowed to provide services to juveniles *shall have a valid fingerprint clearance card that is issued in accordance with A.R.S. 15-534G pursuant to Title 41, Chapter 12, Article 3.1.*
17. **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.
18. **NON-EXCLUSIVE STATUS.** ADE reserves the right to have the same or similar services provided by other than the Contractor.
19. **INCLUSIVE OFFEROR.** Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontracts for percentage of your tutoring services. 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.
20. **PAYMENT.** The Contractor shall be paid the total amount set forth in Attachment 6.1 of the Contract upon verification by the eligible recipient agency that the Contractor satisfactorily delivered the goods or services set forth in the Scope of Work.
21. **INVOICES.** The Contractor shall submit invoices in a mutually acceptable format for work that has been performed in accordance with the contract terms and conditions and accepted by the LEA.

22. **RECRUITMENT.** All approved providers are required to adhere to the EIA Code of Professional Conduct and Business Ethics for Supplemental Educational Services Providers (See Attachment 6.4 Statement of Assurances). Providers shall become familiar with the code and all provider recruitment strategies shall be consistent with the code of ethics.

Violation of the EIA Code of Professional Conduct may be grounds for removal from the approved provider list. Providers shall be held responsible for the actions of their employees or representatives when recruiting and attending provider fairs, etc. The unethical actions of any representative of the provider shall be grounds for immediate removal from the state approved provider list.

- A. Advertising and promotion of the Offeror's state-approved SES program may commence where they are offering services only after that LEA holds their SES provider fair or if the LEA is not holding a provider fair, advertising may commence after the LEA distributes SES information.
- B. The Offeror may provide general public service announcements at any time.
- C. There shall be no canvassing where the Offeror or its representatives conduct person to person solicitation on a door to door basis. Other forms of canvassing, such as distributing pamphlets, may be permitted pursuant to written approval from the district.
- D. There shall be no reference, directly or indirectly, to this contract, the state of Arizona, or ADE in any advertising conducted or produced by the Offeror.
- E. Providers may not offer incentives to parents or students to influence enrollment in their program.

23. **REMOVAL FROM STATE-APPROVED PROVIDER LIST**

- A. Automatic Removal.** A provider shall be subject to immediate removal from the State's list of approved SES providers if any one of the following situations occur. The provider:

- 1. Failed to protect the identities of students eligible for or receiving SES;
- 2. Failed to comply with any provision in their contracts and agreements with the state, district, parents, and students.
- 3. Submitted false records/information to the State or to the LEA;
- 4. Repeatedly failed to comply with assurances in the provider's SES application;
- 5. Failed to Comply with the provisions of the LEA/Provider agreement with multiple LEAs

Any provider and its principals, removed from the State-approved provider list for any of the situations listed above, shall not be eligible to resubmit an SES application.

A provider may appeal its removal from the State approved list by following the directions in paragraph 24.

- B. Immediate Suspension.** A provider shall be subject to immediate suspension from the State's list of approved SES providers if the provider fails to:

- 1. Comply with provisions of the LEA/Provider agreement of a single LEA in which they provide services.;
- 2. Establish academic achievement goals, measures for student progress, and a timetable for each student served by the provider;
- 3. Provide student progress information to the parents and appropriate school staff of the students receiving SES;
- 4. Comply with applicable federal, state, and local health and safety requirements;
- 5. Maintain the minimum amount of liability insurance as stated in the state contract;
- 6. Submit requested data and reporting requests by the State, including SES data requested from the LEA and ADE.
- 7. Accept students, within a reasonable time, whose parents have selected the provider for tutoring services, except when the total number of students requesting services does not meet the minimum stated in the SES provider's application (i.e., the minimum stated in the SES provider's application was 10 students and only 5 student requested the SES provider's services) or when additional students would cause the SES provider to exceed its capacity (i.e., additional students would cause the SES provider to exceed the maximum stated in the SES provider application or to exceed the number of students the SES provider's site reasonable and safely accommodates);
- 8. Provide effective tutoring consistent with the methodology and program design presented in the provider's approved SES application;
- 9. Provide regular tutoring on a schedule communicated to the parents and school personnel;
- 10. Provide adequate supervision of provider's students until students are released from provider's custody.

The provider may appeal the suspension by submitting a plan with timeline for correcting any compliance violations. After the provider's plan is approved and the provider has met all requirements in the plan within the specified timeline, the suspension will be revoked and the provider will return to its status prior to the suspension. However, if the provider's plan is not approved or if the provider's plan is approved but requirements are not met within the specified timeline, the provider automatically will be removed from the State-approved list of SES providers and shall not be eligible to reapply.

- 24 Appeals Process.** A process has been established for SES provider applicants whose offer did not result in an awarded contract and current state approved SES providers to appeal a suspension or revocation of state approval. If the SES provider believes that the non award of a contract or suspension or revocation of state approval as a SES provider and thereafter removal from the state list of state approved providers is unwarranted, the following procedure shall be used by the provider to appeal the state's decision.
1. All appeals shall be filed in writing with the ADE within 10 calendar days of an individual receiving written notice from the Department of Education of suspension or revocation of state approved status. Only appeals filed timely shall be considered by the Department of Education. Appeals shall be considered received by the Department on the date they are postmarked.
 2. To be considered, appeals shall be type written, signed by the individual appealing and shall include the following information:
 - A clear statement of the allegation(s) and reasons for believing the Department's decision was not proper or was not in accordance with state regulations, policies, or procedures;
 - A summary of the facts upon which the allegation(s) is based
 - Any documentation supporting the allegation(s) ;
 - Contact information, including name of individual filing the appeal, name of the organization, mailing address, telephone number(s), and email address.
 3. These appeals shall be reviewed by the Chief Procurement Officer.
 4. All appeals must be submitted in writing to:

Brian D. Ball, Bin #37
Contracts Management Unit
Arizona Department of Education
1535 W Jefferson St
Phoenix, AZ 85007
 5. Individuals appealing shall receive written responses of final decisions of the Department within 30 calendar days of the date an appeal is received. The response shall be one of the following:
 - Affirm the original decision (deny the appeal)
 - Ask for more information (continue the review)
 - Overturn the original decision (approve the appeal; State takes corrective action)

If the original decision is overturned and corrective action is taken, the Department will communicate to the SES applicant/provider the corrective action to be taken and the timeline for completion.

25. CONTRACT ADMINISTRATION

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

SES Coordinator
Academic Achievement
1535 West Jefferson Street
Phoenix, Arizona 85007
Phone: (602) 542-7470
FAX: (602) 542-3100
E-mail: nancy.konitzer@azed.gov

- B.** All contract administration matters will be managed by the Procurement Office. All correspondence concerning this contract shall be directed to:

Brian D. Ball, Sr. Procurement Specialist
Contracts Management Unit, Bin #37
1535 West Jefferson Street
Phoenix, Arizona 85007-3209
Phone: (602) 542-4254
FAX: (602) 364-0598
E-mail: brian.ball@azed.gov

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/Contractor to submit as part of the Offer.
 - B. *“Contract”* means the combination of the Solicitation, including the Uniform and Special Instructions to Offeror/Contractors, 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.
 - 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.
- 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.
- (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.
- 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.
- (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.
- 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.

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.

- 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.
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).

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 3, 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. Offer and Contract Award Form;
 - B. Attachment 6.1, Prices;
 - D. Attachment 6.2, Instructions for Completion of Application;
 - E. Attachment 6.3, SES Provider Application;
 - F. Attachment 6.4, Statement of Assurances;
 - I. Attachment 6.5 Statement of Internet Assurances;
 - J. Attachment 6.6 Sole Proprietor Waiver and
 - K. 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.

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. **MULTIPLE AWARDS.** In order to assure that any ensuing contracts will allow the State to fulfill current and future requirements, ADE reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the LEAs.

6. **AWARD BASIS.** The successful vendor(s) will be determined by analysis of the following Evaluation Criteria:

(1) Program Design	(6) Monitoring Student Progress
(2) Evidence of Effectiveness	(7) Parent & LEA Communication
(3) Organizational Structure/Oversight	(8) Instructor Qualifications
(4) Tutoring Methods / Strategies	(9) Submission of All Required Documents..
(5) Alignment to AZ Standards & Student Curriculum	

Any deviation from the uniform terms and conditions or exceptions taken shall be described fully and appended to the proposal form on the vendor’s letterhead over the signature of the person signing the proposal form. Such appendages shall be considered part of the vendor’s formal proposal. For the absence of any statements of deviation or exception, the proposal shall be accepted as in strict compliance with all terms and conditions.

ADE reserves the right to cancel the contract if a vendor is unable to meet service requirements or is unable to hold proposed price, or fails to provide service within a reasonable period of time as determined by ADE,

7. **INCLUSIVE OFFEROR.** Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontracts for a percentage of your tutoring services. Offeror(s) 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.

8. OFFER FORMAT AND CONTENT.

- A. ONE ORIGINAL AND FOUR (4) COPIES OF THE OFFERS SHALL BE SUBMITTED. . See Attachment 62 for additional instructions for the Offeror's response and the format in which the offeror's response must be submitted. 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 clearly and fully demonstrate the Offeror has a thorough understanding of the requirements, provide concise, 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.

9. EVALUATION AND SELECTION. Evaluation of offers may be accomplished in four steps.

- A. Step One. Initial review of offer to determine if it includes 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 criteria stated in paragraph six of this section.

10. DISCUSSIONS. In accordance with A.R.S. § 41-2534, after the initial receipt of offers, the 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.

- 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 discussions. 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 discussions.
- 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. The 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 the ADE for review and approval. **The contract number shall be included within the certificate that is submitted.**

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 or 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.
 - 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 blue 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/Contractor'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 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/Contractor 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 Officer in a written statement. The Offeror/Contractor'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/Contractor 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/Contractor 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. Offeror/Contractors 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/Contractor 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/Contractor 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/Contractor shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror/Contractor 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.
- 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 Offeror/Contractors;
 - (8) Uniform Instructions to Offeror/Contractors;
 - (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/Contractor 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/Contractor 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/Contractor certifies that:

(1) The Offeror/Contractor did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

(2) The Offeror/Contractor 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 Offeror (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/Contractor 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/Contractor 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/Contractor 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/Contractor 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.
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 State 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 Offeror/Contractors 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.

Cost per hour for Supplemental Educational Services (SES)
as per Scope of Work Section 1

\$ _____
HOURLY RATE (FEE)

The hourly rate shall not exceed fifty-five (\$55.00) dollars per hour.

No rate ranges will be accepted.

No separate fees/payment for any testing are permitted. (Pre-testing to establish student goals and Post-testing to establish student achievement is billable at the hourly rate, not to exceed per pupil allocation).

No fees/payment for transportation can be charged against the Per Pupil Allocation (PPA) or taken from the Supplemental Educational Services Funds.

The hourly rate for payment shall be based on a ratio of 1:1.....Instruction (tutoring) can be given in groups

Payment for tutoring in groups will be paid at the hourly rate per each individual student in that group.
e.g. 1:1 = xx.00 per hour - a group of 1:5 = xx.00 per hour x5

Groups shall be constructed 1:1; 1:5. Computer lab groups 1:10.

1. PAGE LIMIT

All responses must be entered onto the application supplied in Attachment 6.3. Responses are limited to the space provided following each question and shall be entered on a downloaded application, type written, or hand printed in blue ink. Any portion of the response that exceeds the space given will not be considered in the evaluation.

2. One (1) original proposal and four (4) copies must be submitted in the following manner

- Original document must be clearly labeled “**ORIGINAL**”
- Original Document must contain all original signatures on signature documents.
- The original and each copy must be securely bound such as “spiral bound”. *Please no 3 ring binders if at all possible.*
- Four (4) Copies must be exact copies of original and shall be marked “**Copy 1, Copy 2, Copy 3, Copy 4**” accordingly
- Staples, paper clips and binder clips are not considered securely bound or spiral bound documents. Proposals received in this manner or in a manner not consistent with the instructions contained in this solicitation shall be considered non-responsive.

3. The proposal shall include the following:

A submitted proposal shall be considered non-responsive if all of the following items are not included.

- cover letter briefly describing your company and your interest in this solicitation.
- completed and signed Offer and Award Page. (Page 1 of this solicitation)
- completed Attachment 6.1 Fee Schedule. (Page 33 of this solicitation)
- completed Attachment 6.3 Supplemental Educational Services Provider Application RFP ED10-0023. (Pages 36- of this solicitation)
- signed and dated Statements of Assurances, Attachments 6.4.
- signed and dated Internet Statements of Assurances, Attachments 6.5

4. Proposal Evaluation:

Following is a general description of how each section of Attachment 6.3 Supplemental Educational Services Provider Application RFP ED10-0023 shall be evaluated. Narrative responses are limited to the number of characters in parenthesis.

Part I: Contact Information

All 4 sections must be completed with the required information as stated in the directions for each section.

Part II: Program Summaries (A. 600 characters, B. 600 characters, C. 600 characters, D. 600 characters)

Each proposal will be evaluated on the ease of understanding and clarity of each description.

Part III: Program Information

All questions must be answered completely and according to directions.

Part IV: Program Design (2750 Characters)

The proposal will be evaluated on the extent the Offeror clearly and specifically describes the program design and the rationale for the Offeror choosing that design. The proposal will be evaluated on how clearly the description includes but is not limited to key instructional practices and major program elements such as (1) high quality, (2) based on research, (3) specifically designed to increase student academic achievement, (4) mode of instruction, (5) staff/pupil ratio, (6) time on task, etc. **Research citations must be included.**

Part V: Evidence of Effectiveness (5500 characters)

The proposal shall be evaluated on the extent the Offeror provides a clear, concise narrative including evidence of program effectiveness in improving student’s academic achievement. Weighted consideration will be given to evidence of positive impact on student achievement measured by state and district assessments. Evidence of positive impact on additional outcomes (e.g., school grades, family/parent satisfaction, student discipline, student attendance, and/or retention/promotion rates) is also considered as well as provider conducted studies, data on student outcomes, and other sources of evidence. Please note that priority will be given to third-party, independent research. Letters of Reference will be evaluated on the extent they show a positive impact of the Offeror’s program. New providers will be evaluated based on how the proposal provides a clear concise

narrative including evidence of effectiveness of programs similar in design or evidence of effectiveness in the design itself and the testimonial evidence presented in the letters of reference.

Part VI: Organizational Structure / Oversight (2750 characters)

The proposal shall be evaluated on the extent the offer provides a clear description of where the tutoring will be delivered, a plan that provides a detailed description of how the program will be overseen for quality control purposes, a specific plan in place for how tutors are monitored and evaluated, and a specific plan of action for problem solving, including reporting / complaint process and chain of notification and the personnel responsible for taking appropriate action within the oversight of the program.

Part VII: Alignment to Arizona Standards (2750 characters)

The application will be evaluated on the extent to which the proposal clearly and specifically describes **the** program's connection and alignment to the Arizona Standards and the district's instructional programs and if there is a clear link between the academic program that a student experiences during the regular school day and the instruction of the SES program provided. An Offeror should explain how their program complements the district's prevailing instructional program. A statement assuring alignment is not acceptable.

Part VIII: Monitoring Student Progress (a. 1000 characters, b. 1000 characters, c. 1000 characters, d. 1000 characters)

The application will be evaluated on the extent to which you clearly describe the specific assessment programs and practices used to diagnose a student's needs, prescribe an instructional program to meet that student's needs, and evaluate and monitor that student's progress towards clearly identified goals.

Part IX: Parent, LEA and Teacher Communication (2750 characters)

The application will be evaluated on the proposed process of engaging parents/families and schools/teachers in the development of the Individual Student Goals, the specific procedures used to report student progress to parents, teachers, and appropriate school district staff, and specific procedures in place to resolve parent and/or LEA complaints that may arise.

Part X: Instructor Qualifications (C. 300 characters. D. 300 characters, E. 300 characters)

The application will be evaluated on the extent the proposal clearly describes the process of employment of qualified instructional staff and a demonstrated commitment to ongoing professional development and improvement of services. Quality indicators will include, but not be limited to evidence of: The years and level of work experiences, particularly teaching Title I students; The amount and quality of training provided to program staff; The process by which qualified supervisory and instructional staff members are selected; how staff is trained to work with a diverse student population, e.g., English Language Learners, migrant, homeless, and students with disabilities; The professional development provided to staff for the purpose of increasing the effectiveness of instruction and staff's knowledge instructional strategies.

Part XI: Financial Soundness

The application will be evaluated on the extent to which your agency has the financial capacity to deliver effective services in the manner proposed.

ATTACHMENT 6.3
ARIZONA DEPARTMENT OF EDUCATION
SUPPLEMENTAL EDUCATION SERVICES
PROVIDER APPLICATION

Name of Provider

DBA

Part I: Contact Information

A. **Provider Contact for State SES Coordinator Use** (This contact person is the individual who the State SES Coordinator will contact regarding the services provided within Arizona.)

Name		Office Phone	
Title		Alternate Phone	
Address		Fax	
City, State, Zip		Email	

B. **Provider Contact for District Use** (Arizona Contact Required – This contact person is the individual who LEA personnel will contact regarding provider services.)

Name		Office Phone	
Title		Alternate Phone	
Address		Fax	
City, State, Zip		Email	

C. **Provider Contact for Parent Use** (Arizona Contact Required – This contact person is the individual whose name will be provided to parents in the parental notification letters and to whom parents in Arizona should address their questions or concerns.)

Name		Office Phone	
Title		Alternate Phone	
Address		Fax	
City, State, Zip		Email	

D. **Contract Administration Contact for State Use** (This contact person is the individual the state procurement office will contact for all contract administration matters and is authorized to direct provider performance and authorize to make changes in contract requirements.)

Name		Office Phone	
Title		Alternate Phone	
Address		Fax	
City, State, Zip		Email	

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PROVIDER APPLICATION

Name of Provider

DBA

Part II: Program Summaries

Please provide brief descriptions of the program services, instructor qualifications, and evidence of effectiveness. Descriptions will be published online and available to Local Education Agencies (LEAs). The descriptions are intended to provide information to parents about the services their children will receive. Each description should be clear and easily understood by individuals who are not educators and should be limited to the space provided.

Marketing materials are not accepted.

A. Description of Services

B. Description of Instructor Qualifications

C. Description of Evidence of Effectiveness

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PROVIDER APPLICATION

Name of Provider

DBA

Part III: Program Information

Information provide below describes the program and services offered by the provider as they are currently designed to be delivered, and the provider will deliver services in accordance with this information. Programmatic changes can be made through the amendment process.

A. Provider Classification (Check all that apply)

<input type="checkbox"/> Individuals	<input type="checkbox"/> For-Profit Entities
<input type="checkbox"/> Non-Profit Entities	<input type="checkbox"/> Local Community Program
<input type="checkbox"/> Institutions of Higher Education (Colleges or Universities)	<input type="checkbox"/> National Organizations
<input type="checkbox"/> Local Educational Agencies (Private or Charter Schools)	<input type="checkbox"/> Faith-Based Organizations
<input type="checkbox"/> Local Educational Agencies (Public Schools and Districts)	<input type="checkbox"/> After School Centers
<input type="checkbox"/> 21 st Century Learning Center	

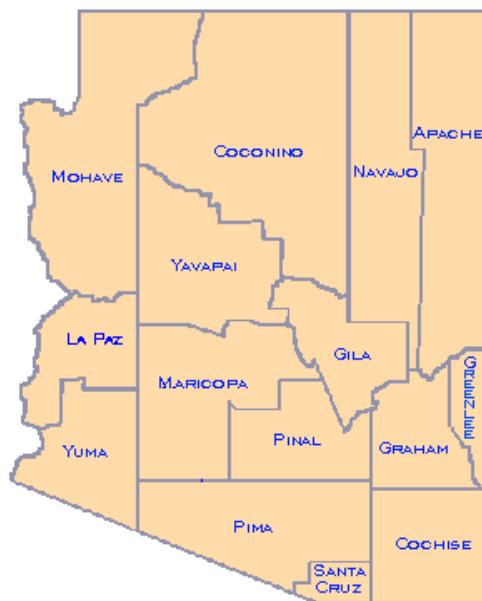
B. Service Area

Please select one of the following boxes to indicate the service area where the provider is currently available, capable, and willing to provide services. Do not mark a location where the provider is not currently capable and will to provide services.

Statewide Checking this box indicates the provider is willing to service all schools in the State of Arizona. Please provide a description of your organizations capability that would allow you to provide these services on a statewide basis.

Countywide Checking this box indicates the provider is willing to service all schools in the counties selected below.

- APACHE COUNTY**
- COCHISE COUNTY**
- COCONINO COUNTY**
- GILA COUNTY**
- GRAHAM COUNTY**
- GREENLEE COUNTY**
- LA PAZ COUNTY**
- MARICOPA COUNTY**
- MOHAVE COUNTY**
- NAVAJO COUNTY**
- PIMA COUNTY**
- PINAL COUNTY**
- SANTA CRUZ COUNTY**
- YAVAPAI COUNTY**
- YUMA COUNTY**



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C. Subjects (Check all that apply) Reading Language Arts Math Writing

D. Availability of Services

1. Instruction must take place outside the regular school day. Identify when the services would be available.

Before school After school Weekends Intercessions Summer Spring and Winter Break

Other (Specify)

2. Identify the days services are available.

Sunday Monday Tuesday Wednesday Thursday Friday Saturday

3. What is the length of you tutoring sessions?

Number of Hours per Day **(No more than 2 Hours per session)** Number of Days per Week

4. What is the minimum number of students at a **campus** that must select the provider for the provider to agree to provide services?

E. Grade Level Served

1. Indicate grade levels that the provider is currently prepared to serve.

K 1 2 3 4 5 6 7 8 9 10 11 12

F. Population to be Served

1. Indicate to which of the following groups, in addition to low income students, the organization will provide tutoring services.

English Language Learners Students with Disabilities Special Populations

Other Groups (Describe)

We can supply bi-lingual personnel who have the capability to communicate with non-English speaking parents. Please Specify Languages:

G. SES Service Information

1. Cost of Services

Hourly Rate \$ *Hourly rate shall not exceed \$55.00 per hour and fees for testing, application etc. will be included in the allowable per pupil cost.*

2. The Number of instructors/tutors employed or to be employed.

3. Type of Instruction Available.

Individual / One on One Instruction Small Group Instruction (5 or less) Computer Lab

Teacher per Pupil Ratio: : *No more than 5 students per Teacher or 10 students for computer lab scenario.*

H. Location of Services

1. Indicate where services will be delivered.

Student's Campus Other/Please Specify:

If Services are provided in a location other than the student's campus, will transportation be provided?

Yes No

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SUPPLEMENTAL EDUCATION SERVICES
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Part IV: PROGRAM DESIGN

In a concise format, provide a description of and the rationale for the choice of instructional design, the mode of delivery (one-on-one, online instruction, small group, etc.), the instructional materials and resources to be used, and the methods and strategies used when tutoring. Other elements of program design shall include class size and student time on task. Within the description of the program design, include the high quality research that indicates how the program will increase academic achievement, citing the research used. The response must be limited to the space provided. Anything beyond this limit will not be scored.

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Part V: EVIDENCE OF EFFECTIVENESS

In a concise format, provide evidence demonstrating that the program is of high quality and that the applicant has been effective in raising the achievement levels of students who have received services. Use evidence from standardized tests, such as the AIMS Assessment, or by other methods, such as your own tests, student grades, teacher administered subject area tests and assessments, surveys, questionnaires, improved student attendance, retention/promotion rates, graduation rates, and/or other measures, particularly for low income, under-achieving students. The response must be limited to the space provided. Anything beyond this limit will not be scored.

In addition to the narrative response please provide three letters of reference or survey results from previous clients of your SES program (parents, schools, districts, students) offering testimonial information on the positive impact of your program. Each letter must include contact information, start and end dates of service, and school and school district name. If you are a new provider please provide letters from previous clients in the area most similar to providing SES Services.

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Part V: EVIDENCE OF EFFECTIVENESS *continued*

[Empty box for evidence of effectiveness]

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ARIZONA DEPARTMENT OF EDUCATION
SUPPLEMENTAL EDUCATION SERVICES
PROVIDER APPLICATION

Part VI: ORGANIZATIONAL STRUCTURE/OVERSIGHT

Briefly describe the structure of your organization. Include:

- The location of the tutoring
- How the program is overseen for quality control.
- Problem solving action plan
- How the individual tutors are monitored.

The response must be limited to the space provided. Anything beyond this limit will not be scored.

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Part VII: ALIGNMENT TO ARIZONA STANDARDS

In addition to aligning your services to Arizona Standards <http://www.ade.az.gov/standards/contentstandards.asp>, describe how your program will be aligned to the curriculum of the individual districts in which you will serve. Cite examples of specific standards and elements of the program. District contact information can be found at <http://www.ade.az.gov/schools/schools/districts.asp>. The response must be limited to the space provided. Anything beyond this limit will not be scored.

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Part VIII: Monitoring Student Progress

The responses must be limited to the space provided. Anything beyond this limit will not be scored.
In a concise manner describe how your program will;

- a. assess/diagnose student needs identifying skill or knowledge gaps

- b. prescribe an instructional program based on the student's individual needs incorporating the school's curriculum.

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- c. describe the specific process you use to track student progress on a continuous and regular basis

- d. assess at end of instruction to determine achievement

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Part IX: PARENT AND LEA/ TEACHER COMMUNICATION

In a concise manner describe the process in place to communicate effectively with parents and districts. Include the process in place to provide parents and LEAs with written progress reports about the student in an understandable and uniform format. Also include the process in place to resolve parent and/or district complaints that may arise. The response must be limited to the space provided. Anything beyond this limit will not be scored.

ATTACHMENT 6.3
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Part X: Instructor Qualifications

Please indicate the minimum qualifications of the individuals employed to deliver services to students.

A. Personnel who will provide the supplemental educational services:

- Teachers Paraprofessionals Other

B. Indicate applicant's tutor qualifications in order to provide high quality supplemental services.

- At least 2 year degree from an institution of higher education
 An associate's (or higher) degree
 A formal academic assessment of knowledge of, and the ability to assist in instructing reading, writing, and mathematics
 Specific number of college credit hours in related field. Indicate number of hours:
 Certifications. Indicate type of certification required:
 Other required qualifications (Specify)

C. Briefly describe the process used to recruit and hire qualified management and tutoring staff.

D. Briefly describe applicant's process for regularly reviewing staff performance.

E. List and describe the professional development opportunities available and/or required for tutors to attend and how these opportunities will enable the tutors to improve students' academic achievement.

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PROVIDER APPLICATION

Part XI: Evidence of Financial Soundness

In order to be considered for the list of approved providers, the provider applicant must demonstrate that the applicant entity is financially sound and has the capacity to deliver quality services in the time and manner they commit. Acceptable evidence includes legal documentation of operating funds which enable the provider to initiate and sustain high quality services to students.

All provider applicants must also submit the following materials, as applicable:

- The applicant is a public entity (i.e. *Public Charter School, Public School or District, political subdivisions, state-supported higher education institutions, 21st Century Learning Center, and other state agencies* are exempt from the requirement to complete Part IV of the application. This exemption applies only to Part IV)
- The applicant is a for-profit entity that has been in business for one year or longer. Please submit the following:
 - Audited financial statements or other comparable documents of financial viability such as financial letters of credit.
- The applicant is a non-profit entity that has been in business for one year or longer. Please submit all of the following
 - An audited financial statements or other comparable documents of financial viability such as financial letters of credit and
 - A copy of its current IRS 501 (c) (3) Letter.
- The applicant has been in business less than one year. (All of the following)
 - An audited financial statements or other comparable documents of financial viability such as financial letters of credit and
 - Budget
 - Cash-flow projection
 - Income statement
- The applicant has been in business less than three months. Describe how applicant's organization is or will be financially sound. Please submit a description of how applicant's organization currently receives or plans to receive funds. Please include a description of funding sources and any additional ways in which applicant's organization receives funds. Along with the description please include the following.
 - An audited financial statements or other comparable documents of financial viability such as financial letters of credit
 - Budget
 - Cash-flow projection
 - Income statement, as available
- The applicant has been removed from the provider list this state or another state. If so, explain the reason and the date of the occurrence(s).

****Please make sure all documents provided have all SSN or Federal ID numbers removed for security purposes.**

ATTACHMENT 6.4
ARIZONA DEPARTMENT OF EDUCATION
SUPPLEMENTAL EDUCATION SERVICES
STATEMENT OF ASSURANCES

SES PROVIDER STATEMENT OF ASSURANCES

An entity applying to be a Supplemental Educational Services Provider is required to file with the Arizona Department of Education this set of assurances prior to approval. In submitting this application the entity shall (all boxes must be checked):

1. Attend mandatory Supplemental Educational Services meeting for approved providers every year.
2. Provide a written summative report, with graph, on the progress of all students served between the months of July 1 through June 30 of the current year or summer school if applicable. This report is to be submitted to the LEA with a copy sent to ADE by July 31
3. Enter into an agreement in a format to be provided by ADE with the LEA and parents that includes:
 - A statement of specific achievement goals for the student based upon the child's specific educational needs;
 - A description of how the student's progress will be measured;
 - A timetable for improving achievement that, in the case of a student with disabilities, is consistent with the student's individualized education program (IEP);
 - A description of how the student's parents and teacher(s) will be regularly informed of the student's progress;
 - A provision for the termination of the agreement if the provider is unable to meet goals and timetables;
 - Provisions with respect to the making of payments to the provider by the LEA; and
 - An assurance from the provider that prohibits them from disclosing to the public the identity of any student eligible for, or receiving, supplemental services without the written permission of the student's parents.
4. Provide supplemental educational services outside of the regular school day.
5. Maintain the confidentiality of any student eligible for or receiving services.
6. Not apply additional admission criteria to eligible students.
7. Not be employed by the Arizona Department of Education.
8. Not employ current employees of the Arizona Department of Education.
9. Ensure applicant is not a school or LEA designated for school improvement status as defined by the No Child Left Behind Act.
10. Ensure that teachers or instructional aides from those schools identified for Title I School Improvement will not be hired to teach/instruct at their own schools without a written waiver submitted to ADE for approval.
11. Meet all applicable federal, state, and local health, safety and civil rights laws.
12. Comply with all terms of any contract or agreement entered into by the provider with districts, parents, and students.
13. Comply with all written policy and communications with the state and districts.
14. Ensure that all instruction and content are secular, neutral, and non-ideological.
15. Ensure the content, curriculum and instructions used are aligned with the Arizona Academic Standards.
16. Provide evidence upon request the provider is financially sound and not on any type of fiscal or programmatic hold with the Arizona Department of Education.
17. Provide instruction that is high quality, research-based, and specifically designed to increase academic achievement especially in reading, language arts/English, mathematics or Science.
18. Provide parents and the LEA with written progress information about the student in an understandable and uniform format, and to the extent practicable, in a language that parents can understand.
19. Communicate all relevant aspects of the provider's program as to providing SES services with the LEA and parent(s) before entering into agreements and all changes to the operation of the program made or being contemplated after entering into such agreements.
20. Ensure all employees who will interact with eligible students have undergone background checks and have a valid fingerprint clearance card with the Arizona Department of Public Safety per ARS §15-534G for traditional public schools and per ARS § 15-183 for charter schools.
21. Provide proof of liability and/or property insurance as appropriate to contracting LEAs.
22. Permit all documents contained in or submitted with the Supplemental Educational Services Application to become the exclusive property of the Arizona Department of Education and will not be returned to the applicant.
23. Not consider selection as an Arizona Department of Education endorsement or guarantee of work, if selected as a provider.
24. Comply with the Education Industry Association's Code of Professional Conduct and Business Ethics for Supplemental Educational Services Providers.
25. Not deliver supplemental educational services in a private residence.
26. Ensure that applicants with multiple sites agree to provide services only at individual sites that meet all criteria independently.
27. Comply with all provisions of the Company's Proposal as written.
28. Ensure that false advertising, kickbacks or the lure of special prizes is not permitted.

By signing the above statement, the provider agrees to comply with all assurances above in order to remain on the state-approved list of SES providers. Failure to comply with any of these provisions shall result in immediate removal of the Provider from the Arizona Department of Education's Approved Supplemental Educational Services Provider List

Signature

Print or Type Name

Date

ATTACHMENT 6.5

ARIZONA DEPARTMENT OF EDUCATION
SUPPLEMENTAL EDUCATION SERVICES
INTERNET STATEMENT OF ASSURANCES

SES PROVIDER INTERNET STATEMENT OF ASSURANCES

The Internet is an electronic network connecting thousands of computer networks and millions of individual subscribers all over the world. Access to the Internet will allow students to explore the rich resources of thousands of university libraries, governmental databases and other online sources while exchanging electronic mail with Internet users throughout the world. However, use of the Internet, because it may lead to any publicly available fileservers in the world, may open classrooms to electronic information resources that have not been screened by educators for use by students. Some items accessible via the Internet may contain material that is inaccurate, defamatory or offensive.

The following guidelines define "appropriate use" of the Internet.

1. All use of school resources to access the Internet must be in support of and consistent with the educational objectives of the LEA.
2. Transmitting any material in violation of any U.S. or state regulation or school board policy, is prohibited. This includes, but is not limited to, copyrighted material and threatening or obscene material.
3. All content transmitted via e-mail or the Internet shall be secular, neutral and non-ideological.
4. Hate mail, harassment, discriminatory remarks and other antisocial behaviors are unacceptable in Internet and other network communication.
5. All information accessible via the Internet should be assumed to be private property and subject to copyright protection. Internet sources should be credited appropriately, as with the use of any copyrighted material.
6. Providers have a responsibility to respect the privacy and property of students. Providers should not intentionally seek information about, obtain copies of, or modify, files, data or passwords of other users.
7. For the safety of students, providers should not request or provide any personal information, such as addresses, phone numbers, or photographs.
8. Providers should not expect that files would be private. State, LEA, and school administrators, as well as parents, may review files and communications at any time to ensure that the network is being used responsibly. Providers must gain written parental permission before communicating with students under the age of 13 via e-mail or the Internet.¹
9. If student will be using a school computer to access information from a Provider, the Provider must abide by all school/LEA policies and procedures regarding computer/Internet use.

PENALTY FOR VIOLATION OF INTERNET RESPONSIBILITIES:

Failure to follow appropriate practices will result in immediate removal of the Provider from the Arizona Department of Education's Approved Supplemental Educational Services Provider List. *When applicable, law enforcement agencies may be involved.*

I, the undersigned, as a representative of _____, agree that all tutors/instructors employed by this organization will be notified of all guidelines regarding appropriate use of the Internet and will agree to abide by them.

Signature

Printed Name

Date

¹ As defined in Title XIII – Children's Online Privacy Protection Act of 1998

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: Arizona Department of Education Agency #: 455
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

**EXHIBIT 7.1
CERTIFICATE OF INSURANCE**

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	\$		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)		
Each Occurrence					
Property Damage					
OR					
Bodily Injury and Property Damage Combined					
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
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END OF SOLICATION ED10-0023