

**OFFER AND AWARD**

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



**SOLICITATION NO. ED04-0062**

**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.

Arizona Commission on the Arts / Artist Teacher Institute  
Company Name

Shelley Cohn / Alison Marshall  
Name of Person Authorized to Sign Offer

417 W. Roosevelt  
Street Address

Executive Director/ Education Director  
Title of Authorized Person

Phoenix      AZ      85003-1326  
City                      State                      Zip Code

Shelley Cohn Alison Marshall  
Signature of Authorized Person      4/23/04      Date of Offer

Telephone Number:      602-255-5882

Facsimile Number:      602-256-0282

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

Offeror's Federal Employer Identification Number:      866004791

Acknowledgement of Amendment(s): <i>(Offeror acknowledges receipt of amendment(s) to the Solicitation for Offers and related documents numbered and dated</i>	Amendment No.    Date	Amendment No.    Date
	_____	_____
	_____	_____

**ACCEPTANCE OF OFFER AND CONTRACT AWARD**

*(For State of Arizona Use Only)*

Your Offer, dated 4-23-04, 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 ED04-0062-01

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 5th day of May 2004

Betsy Scholte

Douglas C. Peoples, CPPB, CPCM  
Procurement Officer



State of Arizona  
Department of Education

**Tom Horne**  
Superintendent of  
Public Instruction

Sent Via Facsimile

May 6, 2004

Shelly Cohn, Executive Director  
Alison Marshall, Education Director  
Arizona Commission on the Arts  
417 W Roosevelt  
Phoenix Arizona 85003-1326

RE: ADE RFP No. ED04-0062, Arts Education Initiative

Dear Ms. Cohn:

ADE finished review of your clarification answers submitted in response to the above referenced solicitation, and determined that the proposal submitted by your firm is reasonably susceptible of award. ADE asks that you review your proposal to be sure that you have provided ADE with a program and price that provides you/your company with the greatest competitive advantage.

Please provide via facsimile an acknowledgement that you have received and understood this message to ADE at 602/542-3359 by Friday, May 7<sup>th</sup> at 1:00 p.m.

If you would like to submit a best and final offer, you are welcome to do so. That offer would also need to be sent via the facsimile number above no later than 1:00 p.m. on Friday, May 7<sup>th</sup>.

Offerer hereby acknowledges receipt and understanding of this opportunity of Best and Final Offer.

Best and Final Offer is attached

Current proposal, including clarification answers, can form ADE's basis of decision for accepting our proposal.

Arizona Commission on the Arts Artist Teacher Institute  
Name of Company/Agency

Shelley Cohn Executive Director  
Typed Name and Title

Shelley Cohn  
Signature

Date

My telephone number is (602) 542-6537, if you have any questions concerning this matter.

Sincerely,  
Sheila R. Wallace  
Sheila R. Wallace

ATTACHMENT 6.1  
 PRICES/DELIVERY SCHEDULE  
 SOLICITATION NO.EDO4-0062

I job=

Approximately 30 participants, k-12 classroom teachers, arts specialists, high school teachers, special education teachers, English as second language/English immersion teachers, classroom aides

Up to 10 days of on site professional development workshops in arts learning/arts integration to take place between 6/04 and 6/05

Artist Teacher Institute teaching artist fees 3 teaching artists per day, 10 days	\$18,000.00
Participant study guides	\$450.00
Costs for additional handout material	\$500.00
Fees for ongoing ATI teaching artist faculty Technical assistance (up to 45 hours per semester Fax/phone/email/site visit)	\$2,250.00
Administrative costs (correspondence, materials preparation, travel arrangements, etc.)	\$1,400.00
Artist Teacher Institute supplies (Fabric, disks, chart paper, markers, paint, cd's, etc.)	\$700.00
WIDE WORLD online course, Harvard University (Six-session course for 30 teachers and additional coaching course for a selected group of teachers who have gone through the online course to serve as potential coaches)	\$7,500.00
Purchase of <i>The Project Zero Classroom: New Approaches to Thinking and Understanding</i> Edited by Shirley Veenema, Lois Hetland, Karen Chalfen Books for participants (\$35.00 x35 participants)	\$1,225.00
TOTAL	\$32,025.00

Travel costs for Artist Teacher Institute will require additional fees to cover mileage, lodging, per diem for presenters at the state reimbursement rate.

**SECTION 2**  
**SPECIAL TERMS AND CONDITIONS**

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

**SOLICITATION NO. ED04-0062**

**12. Contractor representative to contact for contract administration purposes:**

Alison Marshall / Education Director  
(Name and Title)

417 W. Roosevelt  
(Street Address)

Phoenix, AZ                      85003-1326  
(City & State)                      (Zip Code)

602-229-8223                      602-256-0282  
(Telephone & Facsimile Numbers)

amarshall@arizonaarts.org  
(E-Mail Address)

**13. The ADE program contact:**

Lynn Tuttle  
Arts Specialist  
1535 West Jefferson Street  
Phoenix, Arizona 85007  
Phone: (602) 364-1534  
Fax: (602) 542-3359  
E-Mail: [ltuttle@ade.az.gov](mailto:ltuttle@ade.az.gov)

**14. The ADE procurement contact:**

Sheila Wallace  
Procurement Officer  
Contracts Management, Bin #37  
1535 West Jefferson Street  
Phoenix AZ 85007  
Phone: (602) 542-1320  
Fax: (602) 542-3359  
E-Mail: [swallac@ade.az.gov](mailto:swallac@ade.az.gov)

**OFFER AND AWARD**

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



**SOLICITATION NO. ED04-0062**

**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.

Outward Bound, Inc.  
Company Name

John D. Clarke  
Name of Person Authorized to Sign Offer

100 Mystery Point Road  
Street Address

Chief Financial Officer  
Title of Authorized Person

Garrison, NY 10524  
City State Zip Code

[Signature] 4/19/04  
Signature of Authorized Person Date of Offer

Telephone Number: (845) 424-4000

Facsimile Number: (845) 424-4121

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

Offeror's Federal Employer Identification Number: 04-2375956

Acknowledgement of Amendment(s): <i>(Offeror acknowledges receipt of amendment(s) to the Solicitation for Offers and related documents numbered and dated</i>	Amendment No. Date	Amendment No. Date
	_____	_____
	_____	_____

**ACCEPTANCE OF OFFER AND CONTRACT AWARD**

*(For State of Arizona Use Only)*

Your Offer, dated 4-19-04, 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 **ED04-0062**. -02

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 5th day of May 2004

[Signature]

Douglas C. Peoples, CPPB, CPCM  
Procurement Officer



State of Arizona  
Department of Education

**Tom Horne**  
Superintendent of  
Public Instruction

Sent Via Facsimile

May 6, 2004

John D. Clarke  
Expeditionary Learning  
Outward Bound, Inc.  
100 Mystery Point Road  
Garrison, NY 10524

RE: ADE RFP No. ED04-0062, Arts Education Initiative

Dear Ms. Cohn:

ADE finished review of your clarification answers submitted in response to the above referenced solicitation, and determined that the proposal submitted by your firm is reasonably susceptible of award. ADE asks that you review your proposal to be sure that you have provided ADE with a program and price that provides you/your company with the greatest competitive advantage.

Please provide via facsimile an acknowledgement that you have received and understood this message to ADE at 602/542-3359 by Friday, May 7<sup>th</sup> at 1:00 p.m.

If you would like to submit a best and final offer, you are welcome to do so. That offer would also need to be sent via the facsimile number above no later than 1:00 p.m. on Friday, May 7<sup>th</sup>.

Offerer hereby acknowledges receipt and understanding of this opportunity of Best and Final Offer.

Best and Final Offer is attached

Current proposal, including clarification answers, can form ADE's basis of decision for accepting our proposal.

*Outward Bound Inc.*

Name of Company/Agency

*JOHN D. CLARKE*

*CHIEF FINANCIAL OFFICER*

Typed Name and Title

*John D. Clarke*

Signature

*MAY 7, 2004*

Date

My telephone number is (602) 542-6537, if you have any questions concerning this matter.

Sincerely,

*Sheila R. Wallace*  
Sheila R. Wallace

**ATTACHMENT 6.1**

**PRICES/DELIVERY SCHEDULE  
SOLICITATION NO. ED04-0062**

Line No.	Qty	Description	Total Price
1	1 Job		See Pricing Schedule below

**SCOPE OF CONTRACTED SERVICES**

Expeditionary Learning Outward Bound will provide the following contracted services:

- 1) **On-site technical assistance and professional development** from Expeditionary Learning (EL) regional field directors, school designers, and national faculty, expert practitioners from other EL schools in the following areas:
  - Integration of the arts in the curriculum and assisting teachers in the design of student created projects, products, and performances that demonstrate understanding and application of learning. In addition, the professional development will assist schools in understanding the power of performance, allowing student work to be shared with an audience of significance;
  - Planning and implementing teacher-developed thematic learning units integrating the arts, EL instructional and assessment practices, and helping to align these practices with Arizona State Standards and assessments (AIMS) and data on student achievement;
  - Adapting the school’s organizational structure to make better use of time, space, staff, and other resources to improve student learning and the integration of the arts;
  - Building a positive school and classroom culture; and
  - Collecting baseline data, conducting an implementation review, and guiding an annual self-review.

On-site services will total a minimum of \_\_\_\_\_ person-days and will include: (Minimum number of person-days depends on the size of the faculty – see schedule below)

- At least one day with the school’s leadership team, site council, or school improvement team (or school structure for shared decision making) to discuss school’s goals, calendar, and access to teachers’ time.
- At least two full days, preferably five, (non-student contact days, preferably consecutive) with staff involved with the Arts Integrations Project to begin lesson design and project based learning and assessment skills.
- Visits from EL staff and national faculty throughout the year to work on curriculum, authentic

assessment, integration of the arts, selection of student performance, design of support for student success, and public culmination and celebration of student work and learning.

- 2) **Off-Site EL professional development** supports exchanges among teachers and leadership in the EL network and provides an opportunity for teachers and school leaders to focus on continuous improvement.

Off-site offerings include: (number of slots offered depends on faculty size – see pricing schedule below)

- a) \_\_\_\_\_ Slots for summits (intensive learning expeditions for teachers which model the design, lesson planning and instructional strategies integrating the arts in the curriculum), and Outward Bound courses for educators managed for EL by Outward Bound wilderness schools. One slot at the principal leadership institute and one slot on an Outward Bound course are reserved for the principal. *These include accommodation and most meals.*
- b) \_\_\_\_\_ Slots for site seminars (visits to exemplary Expeditionary Learning schools) to observe teachers with experience integrating the arts in the curriculum and students creating quality student artwork. *Does not include accommodation and most meals.*
- c) \_\_\_\_\_ Slots for the EL national conference showcasing effective EL classroom practices. *Does not include accommodation and most meals.*

# Faculty	Price*	Person-days On-site	Summit Slots	Nat. Conf. Slots	Site Seminar Slots	Leadership Slots
Up to 15	34,500*	17	5	5	5	2
16-25	42,750*	22	7	7	5	2
26-35	54,000*	26	10	10	8	2
36+	63,200*	30	12	12	10	2

\*A 10% surcharge for schools located in Arizona more than 150 miles from Phoenix to accommodate additional travel costs to Expeditionary Learning.

Note – schools should budget an additional \$1,000 for each slot to pay for travel and substitute costs.

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



**SOLICITATION NO. ED04-0062**

**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 Galef Institute  
Company Name

5670 Wilshire Blvd., 20<sup>th</sup> Floor  
Street Address

Los Angeles, California 90036-.5623  
City State Zip Code

Telephone Number: (323) 525-0042

Linda Johannesen  
Name of Person Authorized to Sign Offer

President  
Title of Authorized Person

[Signature] \_\_\_\_\_  
Signature of Authorized Person Date of Offer

Facsimile Number: (323) 525-0408

Offeror's Arizona Transaction (Sales) Privilege Tax License Number: 95-4300454

Offeror's Federal Employer Identification Number: \_\_\_\_\_

Acknowledgement of Amendment(s): <i>(Offeror acknowledges receipt of amendment(s) to the Solicitation for Offers and related documents numbered and dated</i>	Amendment No. Date _____ _____	Amendment No. Date _____ _____
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**ACCEPTANCE OF OFFER AND CONTRACT AWARD**

*(For State of Arizona Use Only)*

Your Offer, dated 4-22-04, 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 **ED04-0062-03**

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 5<sup>th</sup> day of May 2004

[Signature]  
Douglas C. Peoples, CPPB, CPCM  
Procurement Officer



State of Arizona  
Department of Education

**Tom Horne**  
Superintendent of  
Public Instruction

Sent Via Facsimile

May 6, 2004

Linda Johannesen, President  
The Galef Institute  
5670 Wilshire Blvd., 20<sup>th</sup> Floor  
Los Angeles, California 90036-5623

RE: ADE RFP No. ED04-0062, Arts Education Initiative

Dear Ms. Johannesen:

ADE finished review of your clarification answers submitted in response to the above referenced solicitation, and determined that the proposal submitted by your firm is reasonably susceptible of award. ADE asks that you review your proposal to be sure that you have provided ADE with a program and price that provides you/your company with the greatest competitive advantage.

Please provide via facsimile an acknowledgement that you have received and understood this message to ADE at 602/542-3359 by Friday, May 7<sup>th</sup> at 1:00 p.m.

If you would like to submit a best and final offer, you are welcome to do so. That offer would also need to be sent via the facsimile number above no later than 1:00 p.m. on Friday, May 7<sup>th</sup>.

Offerer hereby acknowledges receipt and understanding of this opportunity of Best and Final Offer.

- Best and Final Offer is attached
- Current proposal, including clarification answers, can form ADE's basis of decision for accepting our proposal.

*The Galef Institute*

Name of Company/Agency

Linda Johannesen President

Typed Name and Title

*[Handwritten Signature]*

Signature

May 7, 2004

Date

My telephone number is (602) 542-6537, if you have any questions concerning this matter.

Sincerely,  
*Sheila R. Wallace*  
Sheila R. Wallace

**PRICES/DELIVERY SCHEDULE  
SOLICITATION NO. ED04-0062**

Below are The Galef Institute's price options for professional development services based on school size and number of teachers served. All prices include tax.

Total Cost of Services

1. *For Schools with up to 25 teachers* - \$40,150
2. *For schools with up to 50 teachers* - \$62,150
3. *For schools with over 50 teachers* - \$68,750

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

**OFFER AND AWARD**

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



**SOLICITATION NO. ED04-0062**

**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.

EFFECTIVE RESOURCES ASSOCIATES, INC.  
Company Name

JUDITH K. MARSH Karen H. Peters  
Name of Person Authorized to Sign Offer

4833 DARROW Rd., SUITE 100  
Street Address

SENIOR CONSULTANT Senior Consultant  
Title of Authorized Person

STOW OHIO 44224  
City State Zip Code

Judith K. Marsh Karen H. Peters  
Signature of Authorized Person Date of Offer

Telephone Number: 330-653-8242

Facsimile Number: 330-653-8249

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

Offeror's Federal Employer Identification Number: \_\_\_\_\_

34-1687846

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 4-23-04 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 ED04-0062. - 04

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 5th day of May 2004

Bobby Scholtz  
Douglas C. Peoples, CPPB, CPCM  
Procurement Officer



**Effective Resources Associates, Inc.***-- specialists in school effectiveness*

4833 Darrow Road

Stow, Ohio 44224

Phone 330-653-8242

Fax 330-653-8249

May 7, 2004

Sheila R. Wallace  
Procurement Officer -- Contracts Management Unit  
State of Arizona Department of Education  
1535 West Jefferson  
Phoenix, Arizona 85007

Dear Ms Wallace:

As the Arizona contact person for Effective Resources Associates, Inc., I currently am in the process of compiling the list of Arts content area experts that we would be subcontracting for the Arts Education Initiative. At present, the list is only in its early stages of development. I anticipate completing this list by the end of next week. At that time, I will forward it to Lynn Tuttle.

To date, the following persons have been contacted to help in providing names and contact information for building my list of art specialists:

Kathy Kay, ADE Director of Standards Development  
Chris Hulett, Scottsdale Unified School District Arts Coordinator  
Ron Gordon, Peoria Unified School District K-12 Curriculum Coordinator

Content Area Experts (partial list):

April Leher, Ironwood High School: Dance and Drama  
Denise Rapp, Arcadia High School: Dance  
David Comelius, Arcadia High School, Music and Electronic Media  
Pam Turner, Pueblo and Mohave Elementary Schools, Music  
Nan Gillispie, Peoria Unified School District Curriculum Coordinator,  
Drama/Language Arts

Sincerely,

  
Lynn Mowafy  
Arizona Coordinator

**Effective Resources Associates, Inc.***-- specialists in school effectiveness*

4833 Darrow Road

Stow, Ohio 44224

Phone 330-653-8242

Fax 330-653-8249

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May 3, 2004

Sheila R. Wallace  
Procurement Officer - - Contracts Management Unit  
State of Arizona Department of Education  
1535 West Jefferson  
Phoenix, Arizona 85007

Dear Ms Wallace:

Thank you for requesting additional information on our proposal to qualify as a provider for the Arts Education Initiative. We have attempted to address each of the following items:

1. Additional information on our previous work with arts-integration
2. Our strategies to identify national and local experts or consultants in arts education
3. The cost for training smaller groups
  - a. our willingness to have multiple schools participate in one training
  - b. the cost per school if only 10 teachers were participating
  - c. our willingness to negotiate the cost with schools

For your convenience (we hope), we have answered each question on the attached page. Please contact us immediately if this information is inadequate or unclear.

Thank you,

Judith K. March  
Senior Consultant

## 1. Additional information on our previous work with arts integration

**Our Model.** As described in the proposal rhetoric (and as documented in our publications), our *Instructional Design* process is built around the belief that students learn best when they are actually performing tasks that engage them auditorally, visually, and kinesthetically. And since the core academic areas of Math, Language Arts, Science, and Social Studies are principally abstract and not inherently performance-based, the Arts -- Music, Dancing, Drama, and Art -- engage students viscerally and sensorially in both the intake and expression of academic content.

- P Our Curriculum Mapping process [ featuring what is to be taught and in what sequence across the year ] includes a column called "Cross-Content Integration," and of the nearly 1000 *Maps* in our system -- developed by teachers from over 50 client districts -- 90% feature Art and/or Music activities, even in the upper grades. All Language Arts Maps include "dramatic literature" as one of the genres in every Unit.
- P We make a point of encouraging districts to include Art and/or Music teachers in their K-6 training, and this has occurred with over 80% of our clients. We deliberately draw from these teachers several of our examples and illustrations for helping students more fully understand the core academic content. In 100% of the cases where they remain involved, these teachers coordinate their weekly or bi-weekly lessons with the academic areas. In a majority of the districts, Art and Music teachers are asked to devise Curriculum Maps that dovetail with the academic subjects in these K-6 grades.
- P Our Unit Planning process [ setting forth how the content in the Maps is to be taught at assessed ] is based on the "best practices" research. Two examples we share are --
  - (1) the meta-analysis of a 11 achievement studies (Powell, 1980; updated by Marzano, Pickering, and Pollock, 2001) reporting the test scores of students who learned vocabulary using visualization to be 32-36 percentile points higher than those using memorization and over 20 percentile points higher than those using the words in an original sentence.
  - (2) the use of dramatization as one of the five most effective methods for presenting details and checking for understanding in all content areas (Marzano, Pickering, and Pollock, 2001)

Among the strategies we show teachers to use in their Unit Plans is the graphic organizer. Two of our training video tapes are of teachers integrating history with art; one demonstrates gesture drawing in the context of the Renaissance and another features students making clay pitchers to reflect their understanding of the American southwest. One of the most popular strategies used by all elementary teachers and by secondary Social Studies and Language Arts teachers as well is the "simulation" or "dramatization." Nearly every student can alternately 'lose' and 'find' him and herself in a role play, and the chance to pretend to be someone else is almost irresistible.

## Specific District Examples. [ next page, please ]

### Specific District Examples

Garfield Heights Middle School. An art teacher was the chair of the School Improvement Committee and the organizer of the training in standards-based reform of the math and language arts curricula. Along with the music and physical education teacher, she attended each session and made suggestions for instructional methods that would help students internalize the concepts in the new Ohio Math and Language Arts content standards.

Monroeville Elementary School. The art teacher has been fully involved with the intermediate teachers in preparing geometry units and has herself devised lessons to teach geometric shapes and patterns.

Bexley City Schools. Their Instructional Design project began with the K-6 academic teachers and the K-6 Art and Music teachers devising integrated as well as self-standing Unit Plans. Among the integrated activities were --

- a. making masks reflective of specific cultures and eras
- b. examining and 'creating' artifacts from ancient and future cultures
- c. analyzing classical music and art popular at the time of major scientific activity
- d. relating music to science (the production and transmission of sound) and mathematics (the use of rhythm, notes, and music theory)
- e. the use art, music, and dance as methods of persuasion in advertising
- f. the film or cinema as a genre that both reflects and shapes the social and political mores of each generation

Berlin-Milan Elementary School. After the K-5 teachers completed their standards-based reform of the four core academic areas, the art, music, and physical education teachers were asked to coordinate their work ( 45 minutes weekly during two of the four nine-week periods ) with that of the academic teachers. The Math/Science and Language Arts/Social Studies *Maps* in grades K-5 were used for this purpose.

Fostoria Middle School. The Art and Music teachers are members of each Team (or Community) in grades 6, 7, and 8. These Teams are preparing interdisciplinary Units to correspond with their Curriculum Maps, and the Art and Music segments of each student's day will be spent in arts-integrated activity. The Art and Music teachers are also included in the 'differentiation' feature of this curriculum; they assist with intervention and acceleration activities. [ This is an attempt to reduce the instances in which students are 'pulled out' for remediation or gifted services. ]

Fostoria Intermediate School. One of the most active members of the Leadership Team has been the Art teacher. She has been heavily involved in helping academic teachers integrate the arts into every subject. When a recent opening occurred for 1st grade, she applied and was hired !

Perkins High School. The chair of the In-Building Facilitation Team is the Art teacher -- who is also President of the Teachers' Association. She has been one of the most ardent supporters of Instructional Design and has consistently participated in the integration activities. For example, she uses both the Writing and the Speaking Rubrics

in her classes, and -- on request -- will write suggestions on the Curriculum Maps for ways to integrate Art into the academic subjects.

Tallmadge Local Schools. Even before the state's adoption of academic standards in Art and Music (in 2003), this Board of Education required all teachers to devise Curriculum Maps and to work with the four core academic subjects to co-teach as many of their standards as possible.

**2. Our strategies to identify national and local experts or consultants in arts education**

Throughout our many years of work in standards-based reform and in helping districts utilize the "best practices" research to deliver and assess instruction, we have consistently acknowledged that we are not experts in Art, Music, Dance, or Drama. But we know a fair amount about effective instruction and how students learn, and we are *fanatic* about contacting experts. Here in Ohio, we typically begin with the Ohio Arts Council and/or the Ohio Department of Education's division of Humanities and Fine Arts. By giving either of them a quick call or going to their Web-sites, we can obtain a dozen names in any particular area of specialization. Moreover, the Ohio Department of Education will refer us to the names of actual schools where certain activities are in place. Within 24 hours, we have access to an 'expert' and/or a school where something is actually underway. -- And through the miracle of technology, school-specific instruction, demonstrations, and follow-up conversations can occur at relatively minimal expense.

We also work in the states of Minnesota, New Jersey, Florida, and California. We follow the same process there -- except we go through our project liaison to make the contacts. In Arizona, Dr. Lyn Mowafy ( a veteran professional developer and one of our on-site consultants ) has already compiled a list of several Art, Music, and Drama 'experts' in the region who can be accessed as needed, depending on the precise objectives of the group.

**3. The cost for training smaller groups**

**a. our willingness to have multiple schools participate in one training**

We do a great deal of work with small districts working in consortium. For example, one project just completed in northwest Ohio involved eight small districts and 27 buildings. None of these districts had more than a handful of teachers at a grade level, and six of the eight had enrollments of less than 1500 students, K-12. By combining their professional development dollars, they offered their staffs a far wider array of growth opportunities than was possible working on their own. More importantly, the staff from each district profited from the experiences, ideas, and solutions shared by their colleagues in the other schools, expanding and enriching their options for solving problems. Working alone, each district's horizons were limited to their own experiences and perceptions. The materials produced by our office were easily 'tweaked' and adjusted to fit each member of the consortium with a fraction of the labor that would have been required had they all worked alone. The key to successful consortium work is that even though several schools work together to share resources, mutual ideas, and core materials, the individual and unique needs of each school must be observed. Collaboration must never be a mandate for conformity. We heartily encourage collaboratives or consortia, and we work very hard to help each member maintain its identity in meeting the needs of its school community.

**b. the cost per school if only 10 teachers were participating**

The original proposal guidelines did not ask for a consortium rate. But what we typically do is treat the consortium as a single district. However, the size of each training session may not exceed the number that allows for maximum interaction and direct communication with each participant (i.e., 35 - 50, depending on the task). The following table shows a sample scenario for integrating Art, Music, Dance, and/or Drama into the Curriculum Maps for each interval. If the 'fee' for a three-day workshop involving 30-40 teachers is (say) \$20,000 (including travel), and the 30-40 teachers come from (say) 5 districts, the cost to each district might be \$4,000. Part of the beauty in our approach is its scalability.

Grade Lev	Team	Small District	Mid-Sized District	Large District
K-5	30-35 teachers total  typically <u>self-contained</u> , so this team will work proportionally in all four core areas as per daily (weekly?) schedule	since small districts typically have only 3-6 teachers at a grade level, the 30-35 teachers on the team can include participants from three or four districts	the 30-35 on the team may actually be nearly all teachers in the district, since mid-sized districts typically have 40-50 teachers at a grade level	the 30-35 on the team represent half of what is typically 60-70 teachers at a grade level; the typical training cohort include teachers from each of the 20-30 elementary buildings
6-8	35-40 teachers for Math; split across 6, 7, and 8 (e.g., 11-14 per grade level)  35-40 teachers for L. Arts; split across 6, 7, and 8 (e.g., 11-14 per . . . )  35-40 teachers for Science; split across 6, 7, and 8 (e.g., 11-14 per . . . )  35-40 teachers for Social Studies; split across 6, 7, and 8 (e.g., 11-14 per . . . )  typically departmentalized, but the same cohort of 90-120 students are taught by a Team of content area teachers; the integration activities are typically distributed evenly (but appropriately) across all subjects	the 35-40 teachers for each content area team (11- 14 per grade level) may come from four or five districts, since small districts typically have only 1 or 2 teachers per subject at a grade level -- and, hence, may have only one (or at max) two teams	the 35-40 teachers for each content area team (11- 14 per grade level) may involve nearly every teacher in the district; mid-sized districts typically have one (or perhaps two) middle schools, each with 3 - 4 teams at each grade level.  Note: if there are (say) three middle schools, the 35-40 should include teachers from all three buildings	the 35-40 teachers for each content area team (11- 14 per grade level) typically represent the 60-70 teachers at each grade level for each subject; in some large districts, there may be several (4 - 8) middle schools; the training cohort will typically include representatives from each building
9 -12	15-20 teachers for Math, split between lower division (grades 9 and 10) and upper division (11 and 12 -- or electives)  15-20 teachers for L. Arts, split between lower division (grades 9 and 10) and upper division (11 and 12 -- or electives)  15-20 teachers for Science, split between lower division (grades 9 and 10) and upper division (11 and 12 -- or electives)  15-20 teachers for Social Studies,	the 15-20 teachers for each content area team may come from four or five districts, since small districts typically have only 1 or 2 teachers per subject at a grade level	the 15-20 teachers for each content area team may involve a majority of the subject area teachers in the district; mid-sized districts typically have one (or perhaps two) high schools, each with a 6- to 8- member departments  Note: if there are (say) two high schools in the district, the 15 - 20 teachers should be divided between both schools	the 15-20 teachers for each content area team typically represent the 25-30 subject teachers at each grade level; in large districts, there may be several (3 - 5) high schools; the training cohort will typically include representatives from each building

	<p>split between lower division (grades 9 and 10) and upper division (11 and 12 -- or electives) Ⓠ</p> <p>since high school classes are typically self-contained, and since the course enrollment is not usually grade-level-specific, the arts integration occurs in each class rather than as an organized distribution within a grade level</p>			
--	--	--	--	--

For very small districts unable to join a consortium - - and, hopefully, these are very few for the reasons outlined above - - the fee could be adjusted. One way to save dollars is to use local consultants and thus avoid travel expenses. For example, Dr. Mowafy and a few other area consultants would handle these districts.

**c. our willingness to negotiate the cost with schools**

We hope we have made clear that we are always willing to negotiate costs. We have a particular expertise in doing projects such as this one which we feel increases the likelihood of success. The fact that we are located in Ohio makes working in the southwest more costly, but we feel the quality of our services is well-worth the additional expense.

**ATTACHMENT 6.1**

Training/Consulting Fees (per day)

	<u>Three Day</u>	<u>Six-day</u>
<ul style="list-style-type: none"> <li>• On-site delivery (per day, per consultant) [we use <u>two</u> consultants for each training cohort; 30-40 people]</li> </ul>	\$9,000.00 (two consultants)	\$18,000.00 (two consultants)
<ul style="list-style-type: none"> <li>• Planning, Preparation, Advertising (\$750 per day – per consultant) [typically provided off-site; we preview district materials and/or review work done; for most 3-day workshops, would involve 3 days]</li> </ul>	\$2,250.00	\$4,500.00

Materials Costs

Typically \$50.00/person (e.g., 40 people... x \$50.00)	\$2,000.00	\$2,000.00
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Audio-visuals

<ul style="list-style-type: none"> <li>• VCR/Monitor</li> <li>• Power-Point Digital/Projector (e.g., In-focus)</li> <li>• Easels (pads, markers, masking tape)</li> <li>• Chalkboard or Write-Board</li> </ul>	Varies	Varies
--	--------	--------

Travel (Estimated)

For two consultants; 3-day trip; e.g.,

	3 days	6 days
Airfare	\$2,000.00 (\$1,000.00/person)	\$3,380.00
Hotel	750.00 (2 rooms x 3 nights)	\$4,740.00
Hotel	1,500.00 (2 rooms x 6 nights)	
Meals	360.00 (\$60.00/day x 2 x 3 days)	
Meals	720.00 (\$60.00/day x 2 x 6 days)	
Car Rental	250.00 (3 days)	
Car Rental	500.00 (6 days)	
Fees, Tolls	20.00	

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Total \$3,380.00 (3 days)  
Total \$4,740.00 (6 days)

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<b>ATTACHMENT 6.1</b>
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**PRICES/DELIVERY SCHEDULE**  
**SOLICITATION NO. ED04-0062**

Line No.	Qty.	Description	Total Price per Item
1.	1 Job	Initial intensive training presentations for CSR schoolteachers on arts integration, including the audio-visual materials necessary to accomplish the goal of the scheduled training sessions/workshop.	
		3-day workshop with 2 consultants (includes. 3 days prep)	\$ <u>11,250.00</u>
		6-day workshop with 2 consultants (includes. 6 days prep)	\$ <u>22,500.00</u>
2.	1 Job	On-going training presentations for CSR schoolteachers during school year, including the audio-visual materials.	
		4 2-day workshops with 2 consultants (includes. 4 days prep)	\$ <u>27,000.00</u>
3.	1 Job	100 hours of On-going Technical Assistance for CSR schoolteachers on arts integration, including telephone, email or fax.	
		1 consultant @ \$50.00/hour (estimated)	\$ <u>5,000.00</u>
4.	1 Job	Site visit for Technical Assistance for administration, parents and community.	
		1-day site visit by consultant	\$ <u>1,500.00</u>
5.	1	Materials for External Evaluator (per building)	\$ <u>500.00</u>
6.	1	Training materials @ \$50.00/participant (40 participants)	\$ <u>2,000.00</u>
7.	1	a. Out-of-state travel (estimated 3 day)	\$ <u>3,380.00</u>
		b. Out-of-state travel (estimated 6 day) (see attached)	\$ <u>4,740.00</u>
8.	1	In-state travel	\$ <u>Milrage</u>
		ARIZONA SALES TAX, STATE AND CITY*	\$ <u>NA</u>
		<b>TOTAL (Items 1a, 2, 3, 4, 5, and 6a)</b>	<b>\$ <u>50,130.00</u></b>
		<b>TOTAL (Items 1b, 2, 3, 4, 5 and 6b)</b>	<b>\$ <u>76,240.00</u></b>
		<u>Note: Items 5 and 8 are not included in totals</u>	

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

# ATTACHMENT 6.1

## PRICES/DELIVERY SCHEDULE SOLICITATION NO. ED04-0062

Line No.	Qty.	Description	Total Price per Item
1.	1 Job	Initial intensive training presentations for CSR schoolteachers on arts integration, including the audio-visual materials necessary to accomplish the goal of the scheduled training sessions/workshop.	
		3-day workshop with 2 consultants (includes. 3 days prep)	\$ <u>11,250.00</u>
		6-day workshop with 2 consultants (includes. 6 days prep)	\$ <u>22,500.00</u>
2.	1 Job	On-going training presentations for CSR schoolteachers during school year, including the audio-visual materials.	
		4 2-day workshops with 2 consultants (includes. 4 days prep)	\$ <u>27,000.00</u>
3.	1 Job	100 hours of On-going Technical Assistance for CSR schoolteachers on arts integration, including telephone, email or fax.	
		1 consultant @ \$50.00/hour (estimated)	\$ <u>5,000.00</u>
4.	1 Job	Site visit for Technical Assistance for administration, parents and community.	
		1-day site visit by consultant	\$ <u>1,500.00</u>
5.	1	Materials for External Evaluator (per building)	\$ <u>500.00</u>
6.	1	Training materials @ \$50.00/participant (40 participants)	\$ <u>2,000.00</u>
7.	1	a. Out-of-state travel (estimated 3 day)	\$ <u>3,380.00</u>
		b. Out-of-state travel (estimated 6 day) (see attached)	\$ <u>4,740.00</u>
8.	1	In-state travel	\$ <u>Mileage</u>
		ARIZONA SALES TAX, STATE AND CITY*	\$ <u>NA</u>
		<b>TOTAL (Items 1a, 2, 3, 4, 5, and 6a)</b>	\$ <u>50,130.00</u>
		<b>TOTAL (Items 1b, 2, 3, 4, 5 and 6b)</b>	\$ <u>76,240.00</u>
		<b>Note: Items 5 and 8 are not included in totals</b>	

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

# ATTACHMENT 6.1

Training/Consulting Fees (per day)

<ul style="list-style-type: none"> <li>• On-site delivery (per day, per consultant) [we use <u>two</u> consultants for each training cohort; 30-40 people]</li>   <li>• Planning, Preparation, Advertising (\$750 per day – per consultant) [typically provided off-site; we preview district materials and/or review work done; for most 3-day workshops, would involve 3 days]</li> </ul>	<p><u>Three Day</u> \$9,000.00 (two consultants)</p> <p>\$2,250.00</p>	<p><u>Six-day</u> \$18,000.00 (two consultants)</p> <p>\$4, 500.00</p>
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Materials Costs

Typically \$50.00/person (e.g., 40 people... x \$50.00)	\$2,000.00	\$2,000.00
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Audio-visuals

<ul style="list-style-type: none"> <li>• VCR/Monitor</li> <li>• Power-Point Digital/Projector (e.g., In-focus)</li> <li>• Easels (pads, markers, masking tape)\</li> <li>• Chalkboard or Write-Board</li> </ul>	Varies	Varies
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Travel (Estimated)

For two consultants; 3-day trip; e.g.,				
Airfare	\$2,000.00	(\$1,000.00/person)	\$3,380.00	\$4740.00
Hotel	750.00	(2 rooms x 3 nights)		
Hotel	1,500.00	(2 rooms x 6 nights)		
Meals	360.00	(\$60.00/day x 2 x 3 days)		
Meals	720.00	(\$60.00/day x 2 x 6 days)		
Car Rental	250.00	(3 days)		
Car Rental	500.00	(6 days)		
Fees, Tolls	20.00			

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Total \$3,380.00 (3 days)  
Total \$4,740.00 (6 days)

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**OFFER AND AWARD**

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



**SOLICITATION NO. ED04-0062**

**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.

**Karen Kay Husted**

**Karen Kay Husted**

Company Name

P O Box 3535

Name of Person Authorized to Sign Offer

Consultant

Street Address

Douglas, Arizona 85608

Title of Authorized Person

City

State

Zip Code

*Karen Kay Husted*

April 21, 2004

Signature of Authorized Person

Date of Offer

Telephone Number:

(520) 558 - 2346

Facsimile Number:

(520) 558 - 2346

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

NA

Offeror's Federal Employer Identification Number:

NA

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 4-21-04 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 ED04-0062-05

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 5th day of May 2004

*Douglas C. Peoples*

Douglas C. Peoples, CPPB, CPCM  
Procurement Officer



State of Arizona  
Department of Education

**Tom Horne**  
Superintendent of  
Public Instruction

Sent Via Facsimile

May 6, 2004

**Karen Kay Husted**  
Consultant  
PO Box 3535  
Douglas, Arizona 85608

RE: ADE RFP No. ED04-0062, Arts Education Initiative

Dear Ms. Husted:

ADE finished review of your clarification answers submitted in response to the above referenced solicitation, and determined that the proposal submitted by your firm is reasonably susceptible of award. ADE asks that you review your proposal to be sure that you have provided ADE with a program and price that provides you/your company with the greatest competitive advantage.

Please provide via facsimile an acknowledgement that you have received and understood this message to ADE at 602/542-3359 by Friday, May 7<sup>th</sup> at 1:00 p.m.

If you would like to submit a best and final offer, you are welcome to do so. That offer would also need to be sent via the facsimile number above no later than 1:00 p.m. on Friday, May 7<sup>th</sup>.

Offerer hereby acknowledges receipt and understanding of this opportunity of Best and Final Offer.	
<input checked="" type="checkbox"/>	Best and Final Offer is attached
<input type="checkbox"/>	Current proposal, including clarification answers, can form ADE's basis of decision for accepting our proposal.
<b>Karen Kay Husted Consultant</b>	
Name of Company/Agency <b>Karen Kay Husted, Consultant</b>	
Typed Name and Title	
<i>Karen Kay Husted</i>	May 7, 2004
Signature	Date
My telephone number is (602) 542-6537, if you have any questions concerning this matter.	
Sincerely, <i>Sheila R. Wallace</i> Sheila R. Wallace	

<b>ATTACHMENT 6.1</b>
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**PRICES/DELIVERY SCHEDULE  
SOLICITATION NO. ED04-0062**

<u>Line No.</u>	<u>Qty</u>	<u>Description</u>	<u>Total Price</u>
1	1 Job (5)	Five <u>intensive seminars</u> at each individual school site. (Sites may be combined with the permission of the provider. Sites with a <u>limited number of participants</u> and sites serving the same age group and social economic groups would be appropriate for combined services. Rural K - 12 can be combined.)  @ \$2500.00 per session =	<u>\$12,500.00</u>
2.	1 Job	On site observations, phone calls, e-mails, faxes throughout the school year based on past experience this will approximate a minimum of 15 - 20 days of consultation & facilitation throughout the school year.	<u>20,000.00</u>
3.	1 Job (4)	Four Professional Development Training Days throughout the school year of 3 - 4 hours each.	<u>\$6,000.00</u>
4.	1 Job	Parent/community outreach session or culminating event	<u>\$2,500.00</u>
5.	1 Job	Coordination Services do not know the amount of time involved (If data is used from the authentic assessment of students and teachers, the time could be extensive. <b>(The assumption of this offer is this consultation would be one day or less.)</b> )	<u>\$1,000.00</u>
6.	1 Job*	Cost of Materials per site for the school year 10 - 20 participants 20 - 30 participants 30 - 40 participants	<u>\$ 2,000.00</u> <u>\$ 2,500.00</u> <u>\$ 3,000.00</u>
Subtotal			<u>\$44,000.00</u>
%* Arizona Sales Tax, State and City \$			<u>NA</u>
*Total Offer			<u>\$44,000.00</u>

**\*Offer is based on 10 - 20 participants.**

**Offer is based on the site providing the facility and basic audio visual equipment and the Az State Standards.**

**Per diem of \$275.00**

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

**ATTACHMENT 6.1**

**PRICES/DELIVERY SCHEDULE  
SOLICITATION NO. ED04-0062**

<u>Line No.</u>	<u>Qty</u>	<u>Descriiption</u>	<u>Total Price</u>
1	1 Job ( 5 )	Five <u>intensive seminars</u> at each individual school site. (Sites may be combined with the permission of the provider. Sites with a limited number of participants and sites servcing the same age group and social econmonic groups would be appropriate for combined services. Rural K – 12 can be combined.)  @ \$2000.00 per session =	<u>\$10,000.00</u>
2.	1 Job (200 hrs.)	On site oberservations, phone calls, e-mails, faxes throughout the school year based on past exerience this will approximate a minimum of 15 - 20 days of consultation & facilitationthroughout the school year.	<u>15,000.00</u>
3.	1 Job (4)	Four Professional Development Training Days throughout the school year.	\$5000.00
4.	1 Job	Parent/community outreach session or culminating event	\$1000.00
5.	1 Job	Coordination Services do not know the amount of time involved (If data is used from the authentic assessment of students and teachers, the time could be extensive. <b>The assumption of this offer is this consultation would be one day or less.)</b>	\$1,000.00
6.	1 Job*	Cost of Materials per site for the school year 10 – 20 participants 20 – 30 participants 30 – 40 participants	1,500.00 2000.00
2.□,500.00			
Subtotal \$			<u>33,500.00</u>
%* Arizona Sales Tax, State and City \$			_____
*Total Offer \$			<u>33,500.00</u>

**\*Offer is based on 10 - 20 participants.**

**Offer is based on the site providing the facility and basic audio visual equipment and the Az State Standards.**

**Per deium for travel outside of Cochise County not included.**

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

**SECTION 2**  
**SPECIAL TERMS AND CONDITIONS**

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

**SOLICITATION NO. ED04-0062**

12. Contractor representative to contact for contract administration purposes:

**Karen Kay Husted , Arts Education Consultant**

\_\_\_\_\_  
(Name and Title)

P O Box 3535

\_\_\_\_\_  
(Street Address)

Douglas, AZ 85608

(City & State)

(Zip Code)

Phone/FAX (520) 5582346

\_\_\_\_\_  
(Telephone & Facsimile Numbers)

KKHUSTED@vtc.net

\_\_\_\_\_  
(E-Mail Address)

13. The ADE program contact:

Lynn Tuttle  
Arts Specialist  
1535 West Jefferson  
Phoenix, Arizona 8  
Phone: (602) 364-  
Fax: (602) 542-3-  
E-Mail: ltuttle@ade

**Karen Kay Husted**

*P.O. Box 3535  
Douglas, AZ 85608  
Phone/Fax: 520-558-2346*

*Cell Phone: 520-400-1474 Email: KKHUSTED@vtc.net*

14. The ADE procurement contact:

Sheila Wallace  
Procurement Officer  
Contracts Management, Bin #37  
1535 West Jefferson Street  
Phoenix AZ 85007  
Phone: (602) 542-1320  
Fax: (602) 542-3359  
E-Mail: swallac@ade.az.gov



**OFFER AND AWARD**

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

**SOLICITATION NO. ED04-0062**

**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.

Opening Minds Through The Arts, Inc.                      Gene Jones  
 Company Name    Name of Person Authorized to Sign Offer

2025 E. Winsett Street    President, Board of Directors  
 Street Address    Title of Authorized Person

Tucson                      AZ                      85719                      H. Eugene Jones                      4/20/04  
 City                                      State                                      Zip Code                      Signature of Authorized Person                      Date of Offer

Telephone Number:                      (520) 225-4908                      Facsimile Number:                      (520) 225-4863

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

Offeror's Federal Employer Identification Number:                      20-0184741

Acknowledgement of Amendment(s): <i>(Offeror acknowledges receipt of amendment(s) to the Solicitation for Offers and related documents numbered and dated</i>	Amendment No.    Date	Amendment No.    Date
	_____	_____
	_____	_____
	_____	_____

**ACCEPTANCE OF OFFER AND CONTRACT AWARD**  
*(For State of Arizona Use Only)*

Your Offer, dated 4-20-04, 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 ED04-0062-06

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 5th day of May 2004

Randy Scholte  
Douglas C. Peoples, CPPB, CPCM  
Procurement Officer



State of Arizona  
Department of Education

**Tom Horne**  
Superintendent of  
Public Instruction

Sent Via Facsimile

May 6, 2004

Gene Jones  
President, Board of Directors  
Opening Minds Through the Arts, Inc  
2025 E Winslett Street  
Tucson, Arizona 85719

RE: ADE RFP No. ED04-0062, Arts Education Initiative

Dear Mr. Jones:

ADE finished review of your clarification answers submitted in response to the above referenced solicitation, and determined that the proposal submitted by your firm is reasonably susceptible of award. ADE asks that you review your proposal to be sure that you have provided ADE with a program and price that provides you/your company with the greatest competitive advantage.

Please provide via facsimile an acknowledgement that you have received and understood this message to ADE at 602/542-3359 by Friday, May 7<sup>th</sup> at 1:00 p.m.

If you would like to submit a best and final offer, you are welcome to do so. That offer would also need to be sent via the facsimile number above no later than 1:00 p.m. on Friday, May 7<sup>th</sup>.

Offerer hereby acknowledges receipt and understanding of this opportunity of Best and Final Offer.

- Best and Final Offer is attached
- Current proposal, including clarification answers, can form ADE's basis of decision for accepting our proposal.

Opening Minds Through the Arts, Inc. (OMA)  
Name of Company/Agency

H. Eugene Jones, President  
Typed Name and Title

*H Eugene Jones*                      5/7/04  
Signature                                      Date

My telephone number is (602) 542-6537, if you have any questions concerning this matter.

Sincerely  
*Sheila R. Wallace*  
Sheila R. Wallace



**Opening Minds Through The Arts, Inc.  
P.O. Box 41934  
Tucson, AZ 85717**

The breakdown of Technical Assistance expenses for OMA includes the professional development of the school's instructional staff, administrators, and artists selected to assist in the integrated instruction, planning and evaluation for the program. The student achievement and teacher effectiveness results documented by WestEd, Inc. clearly indicate the necessity for **high quality and full-model implementation** in order to attain similar results in new schools beginning the process.

The OMA program is designed as a comprehensive school-wide model for systemic reform focused on student achievement and teacher effectiveness. Brain-based research has driven the sequence of art forms and experiences offered at each grade level.

The amounts below include services to all teachers in the school, curriculum guides, sample lesson plans and materials. OMA Team planning, preparation and travel is figured into the cost. Overnight stay is not reflected.

**The following MENU may be revised based on the specific requests, resources and needs of the schools.**

**OMA MENU  
OF  
PROFESSIONAL DEVELOPMENT OPPORTUNITIES**

- **Pre and Post Planning Sessions** with key school personnel and OMA Team (consultant, principal, teacher, arts specialist) **\$2000**  
Length of time: 2 hours, 4 times during the school year
- **Intensive First Time Professional Development\*** to introduce and train participating teachers in OMA arts integration model during the summer or weekend seminars, includes OMA consultants, supplies, lesson plan development **\$7000**  
Length of time: 45 hours  
\*Refer to Fine Arts Summer Institute (FASI) agenda as an example of first time professional development in integrating the Arts Standards with Standards in Reading, Writing and Math. This year's FASI is entitled *Literacy through the Arts: Thinking As An Artist*
- **Artist/Teacher Training\*** to inservice selected artists in integrating the Arts Standards with the Standards in Reading, Writing and Math. **\$3000**  
Length of time: 20 hours  
\*Refer to Artist/Teacher Training agenda as an example

- **Quarterly Meetings with School Instructional Staff and OMA Team \$6000**  
(consultant, principal, teacher, arts specialist) to review concepts, lesson plans, curricular mapping integrating the Arts Standards with reading, writing and math, and student academic progress. Lessons will be refined. Discussion will occur regarding the students' learning through listening to a presentation, engaging in discussion, engaging in problem solving, engaging in reading or writing, responding to informal questioning and performing on assigned tasks.  
Length of meetings: 4 hours each, 4 times during the school year
  
- **Quarterly Meetings with Selected Artists/Teachers and OMA Team \$3000**  
(consultant, principal, teacher, arts specialist) to review concepts, lesson plans, curricular mapping integrating the Arts Standards with reading, writing and math, and student academic progress. Lessons will be refined. Discussion will occur regarding the students' learning through listening to a presentation, engaging in discussion, engaging in problem solving, engaging in reading or writing, responding to informal questioning and performing assigned tasks. Artists will be informed about neurological development, brain-based research, building connections to State Standards, sequencing in lesson plan development, building collaborations and relationships with parents, and classroom management. Teachers will share their experiences and assist in the development of integrated lessons.  
Length of time: 4 hours each, 4 times during the school year
  
- **Observation of Integrated Instruction within the classroom four times \$4000**  
a year will allow for discussion, review, assessment, and refinement of the integrated lessons taught by the arts specialist, classroom teacher, and/or community artist.  
Length of time: 30 minute observation per classroom (one per grade level), 1 hour discussion, 4 times during the school year

**TOTAL****\$25,000**

FINE ARTS SUMMER INSTITUTE 2004  
*Literacy through the Arts: Thinking as an Artist*  
 General Schedule

DAY 1: Monday, May 24, 2004

Booth-Fickell - 450 S. Montego Dr.

7:30 - Continental Breakfast - Cafeteria

8:00 - Introduction and Performance

	GROUP A OMA Cohort I	GROUP B OMA Cohort II	GROUP C OMA New	GROUP D OMA New	GROUP E New Elementary	GROUP F Middle Schools/High Schools
8:00 - 9:30	TAC Artist Presentation <i>By the Hand</i> (Bill Campbell, Nick Warner) Writing Introduction (Carole Marlowe)					
9:45 - 11:00	Singing/Off/Rec (John Shavelly)	Singing/Off/Rec (Leon Freestorf)	Singing/Off/Rec (Gerry Petersen)	Singing/Off/Rec (Cindy Kinshart)	Singing/Off/Rec (Karen Fields)	Singing/Off/Rec (Cindy Kinshart)
11:00 - 11:55	Lunch Keynote - Roger Pfauter / School Board Member					
12:05 - 1:10	TAC Artist Workshop <i>By the Hand</i> (Rick Warner)	TAC Artist Workshop <i>By the Hand</i> (Bill Campbell)	Drama (Leigh Ann Santillanes)	Writing & Reflection	Reflection & Writing	Writing & Reflection
1:25 - 2:35	Writing & Reflection	Reflection & Writing	TAC Artist Workshop <i>By the Hand</i> (Rick Warner)	Drama (Leigh Ann Santillanes)	TAC Artist Workshop <i>By the Hand</i> (Bill Campbell)	TAC Artist Workshop <i>Amazones</i> (Barbara Williams)
2:45 - 4:00	Drama (Leigh Ann Santillanes)	Drama (Gerry Petersen)	Writing & Reflection	TAC Artists <i>By the Hand</i> (Rick Warner)	TAC Artist Workshop <i>Amazones</i> (Barbara Williams)	TAC Artist Workshop <i>By the Hand</i> (Bill Campbell)

Teacher Facilitators and Teaching Artists:

- Group A: Karen Fields, Jeanne Heron
- Group B: Kathleen Halstead, Sheila Goven, Bill Campbell
- Group C: Julie Paurick, Debra Anders, Thom Lewis
- Group D: Cindy Kinshart, Richard Foster
- Group E: Michelle Sigafus, Beth Braun
- Group F: Cindy Clayberg, Mark Saliba, Nick Warner

5/7/04

FINE ARTS SUMMER INSTITUTE 2004  
Literacy through the Arts: Thinking as an Artist  
General Schedule

DAY 2: Tuesday, May 25, 2004  
Booth-Fickett - 450 S. Montego Dr.

7:30 - Continental Breakfast-Cafeteria

	GROUP A OMA Cohort I	GROUP B OMA Cohort II	GROUP C OMA New	GROUP D OMA New	GROUP E New Elementary	GROUP F Middle Schools/High Schools
8:00 - 8:15	Announcements					
8:15 - 8:45	TAC Artist Presentation-Amazonas (Barbara Williams)					
8:45 - 9:15	Waiting Experience (Carole Marlowe)					
9:30 - 10:40	TAC Artist Workshop Amazonas (Barbara Williams)	Visual Arts (Jennifer Eschedor)	Visual Arts (Elsmarie DeMars)	Drama (Leigh Ann Santillanes)	Drama (Gerry Petersen)	Big River/By the Hand (Carole Marlowe)
10:50 - 12:00	Reflection (Carolyn Kenneries)	Reflection (Carolyn Kenneries)	TAC Artist Workshop Amazonas (Barbara Williams)	Visual Arts (Jennifer Eschedor)	Visual Arts (Elsmarie DeMars)	Drama (Leigh Ann Santillanes)
12:00 - 12:45	LUNCH					
12:50 - 1:20	Music (John Shavey)	Music (Lori Freesdorf)	Music (Gerry Petersen)	Music (Sandy Rinehart)		Music (Karen Fields)
1:30 - 2:40	Visual Arts (Elsmarie DeMars)	Drama (Gerry Petersen)	Drama (Leigh Ann Santillanes)	TAC Artist Workshop Amazonas (Barbara Williams)	Reflection	Visual Arts (Jennifer Eschedor)
2:50 - 4:00	Drama (Leigh Ann Santillanes)	TAC Artist Workshop Amazonas (Barbara Williams)	Reflection (Carolyn Kenneries)	Reflection	Drama (Gerry Petersen)	Reflection

**FINE ARTS SUMMER INSTITUTE 2004**  
*Literacy through the Arts: Thinking as an Artist*  
 General Schedule

**DAY 3: Wednesday, May 26, 2004**  
**Booth-Fickell - 450 S. Montego Dr.**  
**7:30 - Continental Breakfast-Cafeteria**

8:00 - 8:05	Welcome and Announcements					
8:05 - 8:50	TAC Artist Presentation - <i>Pilobolus/Monix</i> (Thom Lewis, Beth Braun)					
8:50 - 9:20	Writing Experience (Carole Marlowe)					
9:30 - 10:40	TAC Artist Presentation <i>Pilobolus/Monix</i> (Thom Lewis)	TAC Artist Presentation <i>Pilobolus/Monix</i> (Beth Braun)	Visual Arts (Elsmarie Demars)	Leadership (Alison Marshall)		Reflection
10:30 - 12:00	Leadership (Alison Marshall)		TAC Artist Workshop <i>Pilobolus/Monix</i> (Thom Lewis)	Visual Arts (Jennifer Eschedor)	Visual Arts (Elsmarie Demars)	TAC Artist <i>Pilobolus/Monix</i> (Beth Braun)
12:00 - 12:45	LUNCH					
12:50 - 1:20	Singing/Off/Rec (John Snavelly/Lao Hradendorf)		Singing/Off/Rec (Gerry Petersen)	Singing/Off/Rec (Cindy Runshar/Karen Fields)		Singing/Off/Rec (Cindy Runshar)
1:30 - 2:40	Reflection	Visual Arts (Jennifer Eschedor)	Reflection	TAC Artist Workshop <i>Pilobolus/Monix</i> (Thom Lewis)	TAC Artist Workshop <i>Pilobolus/Monix</i> (Beth Braun)	Leadership (Alison Marshall)
2:50 - 4:00	Visual Arts (Elsmarie Demars)	Reflection	Leadership (Alison Marshall)	Reflection	Reflection	Visual Arts (Jennifer Eschedor)

**FINE ARTS SUMMER INSTITUTE 2004**  
*Literacy through the Arts: Thinking as an Artist*  
 General Schedule

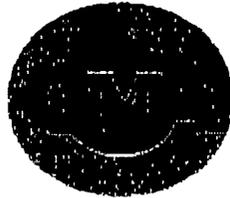
**DAY 4: Thursday, May 27, 2004**  
 Booth-Rickett - 450 S. Montego Dr.

7:30 - Continental Breakfast						
	GROUP A OMA Cohort I	GROUP B OMA Cohort II	GROUP C OMA New	GROUP D OMA New	GROUP E New Elementary	GROUP F Middle Schools/High Schools
8:00 - 8:15	Welcome and Announcements					
8:15 - 8:45	TAC Artist Presentation - Kevin Locke, Lakota Sioux (Bill Campbell)					
8:45 - 9:15	Writing Experience (Carole Marlowe)					
9:30 - 10:40	TAC Artist Workshop Kevin Locke (Cindy Rinehart)	TAC Artist Workshop Kevin Locke (John Snaveley)	Storytelling (Martin Rivera)	Storytelling (Martin Rivera)	Artsmobile (Ruth Winslow, Betty Reichlein)	Artsmobile (Ruth Winslow, Betty Reichlein)
10:50 - 12:00	Artsmobile (Ruth Winslow, Betty Reichlein)	Storytelling (Martin Rivera)	Creative Movement (Thom Lewis)	Creative Movement (Alison Marshall)	Storytelling (Martin Rivera)	TAC Artist Workshop Kevin Locke (John Snaveley)
12:00 - 12:45	LUNCH					
12:50 - 1:50	Storytelling (Martin Rivera)	Creative Movement (Alison Marshall)	Artsmobile (Ruth Winslow, Betty Reichlein)	TAC Artist Workshop Kevin Locke (Cindy Rinehart)	Creative Movement (Beth Braun)	Storytelling (Martin Rivera)
2:00 - 3:40	Creative Movement (Alison Marshall)	Artsmobile (Ruth Winslow, Betty Reichlein)	TAC Artist Workshop Kevin Locke (Cindy Rinehart)	Artsmobile (Ruth Winslow, Betty Reichlein)	TAC Artist Workshop Kevin Locke (John Snaveley)	Reflection (Alison Marshall)
3:10 - 4:40	Reflection	Reflection	Reflection	Reflection	Reflection	Creative Movement (Alison Marshall)

**FINE ARTS SUMMER INSTITUTE 2004**  
*Literacy through the Arts: Thinking as an Artist*  
 General Schedule

**DAY 5: Friday, May 28, 2004**  
 University of Arizona, Student Union, Gallagher Theatre  
 7:30 - Continental Breakfast-The Cellar

	GROUP A OMA Cohort I	GROUP B OMA Cohort II	GROUP C OMA New	GROUP D OMA New	GROUP E New Elementary	GROUP F Middle Schools/High Schools
8:00 - 8:15	Welcome and Announcements					
8:15 - 8:45	Artist Presentation <i>Thinking As An Artist</i> (Rick Warner, Bill Campbell, Thron Lewis, Beth Braun)					
8:45 - 9:15	Writing Experience (Carole Malowe)					
9:15 - 12:30	Preparation Lunch					
12:30 - 2:00	Group Sharing and Evaluation					
2:00	Celebration, Dessert (optional)					



OPENING MINDS  
THROUGH THE  
ARTS

**Artist/Teacher Training Schedule**  
**June 1 – 4, 2004 8:00 a.m. – 1:30 p.m.**  
**University of Arizona School of Music**

**Tuesday, June 1**

8:00: Arrival and Registration	
8:15: Welcome/Housekeeping/Logistics/Overview	Carolyn, Rick, Joan and John Mary Ann Brehm
8:30: Aesthetic experience /Demonstration	
9:00 OMA's History/Structure/Vision /Research (Handouts) Video and Power Point	Joan Ashcraft
9:30 Early Ed requirements/ Neurological Development Brain-Based Research (Handout)	Jan Vesely
10:15 Break (order lunch)	
10:30 Building Connections to Arizona State Standards (Language Arts, Mathematics, & Fine Arts)	John Snavelly, MAB, & Pam Selby Rick/ John Snavelly
11:30 Reflections & Response &Preparation for Friday's Presentations (Group Assignments)	
12:00 Lunch (Working in groups?)	
12:30 Small group Work Continued	
1:30 Q & A and Instructions for Wednesday	

**Wednesday (Meet at LIRC Technology Center)**

8:00: Review and Orientation	Rick Wamer Steven LaFrance
8:15 Arts4Learning Presentation (Handouts)	
10:30 Break and Return to UA (Order Lunch)	
11:00: Lesson Plan Development/Sequencing/Extensions	Brian Lambert and Rick
11:30 Lunch	
12:00 Teacher/Artist Collaboration, Relationships/Parents & Community Partnerships	Jan Vesely/Carolyn
12:30 Classroom Management: "How To" and Role of Classroom Teacher, (Team Building Strategies)	Rick Wamer and Brian Lambert
1:00 Reflection and Response/ Break for Small Group Work	
2:00 Dismiss	

**Thursday**

8:00: Review and Orientation for Day	Rick /Carolyn Bill Campbell & Rick
8:15 Aesthetic Experience/Warm Up Activity	
9:00 Integrated Arts Study: Bringing the Disciplines Together	John &The Opera Panel*
9:45 Kindergarten Curriculum	John, Sandy Schwoebel & Val Ezzo
10:30 Begin Small Group Work	
12:00 Working Lunch	
1:15 Reflections and Q & A	

\*Eve Long, Carroll Rinehart

**Friday**

8:00	Review & Orientation for Today	Carolyn
8:10	Warm Up Activity	Rick /John
8:20	Assessment & Evaluation (teacher/self/peer/quiz, rubrics, etc)	John and Rick
9:00	Break and Order Lunch	
9:15	Group Presentations with Reflective Critiques	Teams
11:45	(Working Lunch)	
12:15	Finish Group Presentations	
1:00	Individual Evaluations of Training Week	Whole Class
1:15	What Next?	Joan, Carolyn & Sharon
1:30	Certificates and Celebration	Joan, Carolyn, Rick and John

**ATTACHMENT 6.1**

**PRICES/DELIVERY SCHEDULE**

**SOLICITATION NO. ED04-0062**

<b><u>Line No.</u></b>	<b><u>Qty.</u></b>	<b><u>Description</u></b>	<b><u>Total Price</u></b>
1. OMA CSR Consulting Services	by school	Response to RFP	\$100,000 per school

Subtotal	\$100,000/sch.
Taxes	NA
Total	\$100,000/sch.

# TABLE OF CONTENTS

ARIZONA DEPARTMENT OF EDUCATION  
Procurement Section  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007  
**CONTRACT NO. ED04-0062**

<u>Section</u>	<u>Title</u>	<u>Page</u>
	Offer and Award Form	
	Table of Contents	1
1	Background and Scope of Work	2
2	Special Terms and Conditions	3
3	Uniform Terms and Conditions <i>(By Reference Only)</i>	8
(Note: Sections 4 and 5 may not be physically located within the contract, but will be incorporated herein by reference.)		
4	Special Instructions to Offerors	
5	Uniform Instructions to Offerors	
6	Attachments	
6.1	Prices	
	(The following completed attachments are incorporated herein by reference.)	
6.2	Offeror's References	
6.3	Offeror's Organization	
6.4	Offeror's Financial Disclosure	
6.5	Sole Proprietor Certificate Waiver (if necessary)	
6.6	Offeror's Checklist	
7	Exhibits	
	(The following exhibits are incorporated herein by reference.)	
7.1	Certificate of Insurance	

**SECTION 1**  
**BACKGROUND AND SCOPE OF WORK**

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

**CONTRACT NO. ED04-0062**

**Background**

In his 2004 State of Education speech, Superintendent Tom Horne stated:

*We must enrich every student with a thorough exposure to the arts. A student who has not been taught the deeper forms of beauty has not received an education. Numerous studies have shown that students involved in the arts actually perform better in other academic subjects.*

The Arizona Department of Education has allocated up to \$4 million in Comprehensive School Reform (CSR) funds to provide schools involved in CSR with an opportunity to include an arts education integration program as part of their CSR plan. CSR is a federally funded program under Title I of No Child Left Behind. For more information on CSR, please refer to Title I, Part F, Section 1600 of the “No Child Left Behind Act of 2001.”

**Scope of Work**

The Arizona Department of Education is seeking Technical Assistance Providers to provide professional development and technical assistance resources to participating CSR schools, estimated at 40-45 individual school sites. A list of approved technical assistance providers will be created through this RFP process. Only providers listed on the approved list will be eligible to provide technical assistance to participating CSR schools.

**SECTION 2**  
**SPECIAL TERMS AND CONDITIONS**

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

**CONTRACT NO. ED04-0062**

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. “*CSR*” means Comprehensive School Reform program as outlined in Title I-F of *No Child Left Behind*
  
2. **Changes.**
  - A. The Procurement Officer may at any time, by written order, and without notice to the sureties, if any, make mutually acceptable changes within the general scope of this Contract in any one or more of the following:
    - (1) Description of services to be performed;
    - (2) Time of performance (i.e., hours of the day, days of the week, etc.); and
    - (3) Place of performance of the services.
  - B. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the Procurement Officer shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the contract.
  - C. The Contractor must assert its right to an adjustment under this provision within 30 days from the date of receipt of the written order. However, if the Procurement Officer decides that the facts justify it, the Procurement Officer may receive and act upon a proposal submitted before final payment of the Contract.
  - D. If the Contractor’s proposal includes the cost of property made obsolete or excess by the change, the Procurement Officer shall have the right to prescribe the manner of the disposition of the property.
  - E. Failure to agree to any adjustment shall be a dispute under the Contract Claims provision of this Contract. However, nothing in this provision shall excuse the Contractor from proceeding with the Contract as changed.
  
3. **Indemnification.** Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or 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

**SECTION 2**  
**SPECIAL TERMS AND CONDITIONS**

ARIZONA DEPARTMENT OF EDUCATION  
Procurement Section  
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**CONTRACT NO. ED04-0062**

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.

**SECTION 2  
SPECIAL TERMS AND CONDITIONS**

ARIZONA DEPARTMENT OF EDUCATION  
Procurement Section  
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Phoenix, Arizona 85007

**SOLICITATION NO. ED04-0062**

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

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

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

- A. **Minimum Scope and Limits of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

- (1) Commercial General Liability – Occurrence Form  
Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

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

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

- (2) Worker's Compensation and Employers' Liability

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

**SECTION 2**  
**SPECIAL TERMS AND CONDITIONS**

ARIZONA DEPARTMENT OF EDUCATION  
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**CONTRACT NO. ED04-0062**

- b. This requirement shall not apply to: Separately, EACH Contractor or subcontractor exempt under A.R.S. § 23-901, AND when such Contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

**B. Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions:

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

**C. Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (see paragraph 14, page 8) 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:** 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 (see paragraph 14, page 8). 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 coverage for subcontractors shall be subject to the minimum requirements identified above.

**SECTION 2  
SPECIAL TERMS AND CONDITIONS**

ARIZONA DEPARTMENT OF EDUCATION  
Procurement Section  
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**CONTRACT NO. ED04-0062**

- G. Approval:** Any modification or variation from the insurance requirements in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.
- 5. Contract Term.** The term of this Contract shall commence on the date the Procurement Officer signs the Offer and Acceptance Form, signifying ADE's acceptance of the Offeror's proposal and will remain in effect for one year, with an option to extend active status for an additional two years based on available funding and provider performance. Approved status may lapse if the Department of Education does not believe Provider is performing at a satisfactory level during the first year of service.
- 6. Pricing.** All pricing shall be firm, fixed and be inclusive of all labor, equipment, materials, products, freight (FOB Destination), consumable supplies, insurance, and all other costs incidental to the services provided.
- 7. Acceptance of Services.** Determination of the acceptability of work will be made by ADE. Work shall be completed in a responsible and professional manner and in accordance with the Statement of Work, schedules, test plans, or performance/operating standards which are incorporated in each work assignment.
- 8. 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.
- 9. Non-exclusive Status.** ADE reserves the right to have the same or similar services provided by other than the Contractor.
- 10. Report Standards.** Reports or written materials prepared by the Contractor in response to the requirements of this Contract shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Procurement Officer, and shall be submitted in draft form for advance review and comment by the Procurement Officer, if necessary or specified. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the Contract requirements shall be borne by the Contractor.
- 11. Mailing of Payments.** Address to which payment should be mailed, if different than that listed on the Offer and Award Form.

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City & State)

\_\_\_\_\_  
(Zip Code)

**SECTION 2  
SPECIAL TERMS AND CONDITIONS**

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

**CONTRACT NO. ED04-0062**

**12. Contractor representative to contact for contract administration purposes:**

\_\_\_\_\_

(Name and Title)

\_\_\_\_\_

(Street Address)

\_\_\_\_\_

(City & State) (Zip Code)

\_\_\_\_\_

(Telephone & Facsimile Numbers)

\_\_\_\_\_

(E-Mail Address)

**13. The ADE program contact:**

Lynn Tuttle  
Arts Specialist  
1535 West Jefferson Street  
Phoenix, Arizona 85007  
Phone: (602) 364-1534  
Fax: (602) 542-3359  
E-Mail: [ltuttle@ade.az.gov](mailto:ltuttle@ade.az.gov)

**14. The ADE procurement contact:**

Sheila Wallace  
Procurement Officer  
Contracts Management, Bin #37  
1535 West Jefferson Street  
Phoenix AZ 85007  
Phone: (602) 542-1320  
Fax: (602) 542-3359  
E-Mail: [swallac@ade.az.gov](mailto:swallac@ade.az.gov)

**15. ELIGIBLE Recipient Agencies and Payment.** Pursuant to authority delegated to ADE by the department of Administration this Contract is for the use of Schools that are approved for the Comprehensive School Reform Arts initiative. The terms and conditions of this contract apply to all eligible schools. The Contractor shall accept purchase orders from eligible schools for contract services. The Contractor shall invoice the eligible schools that tendered the purchase order for the contract services (do not invoice ADE). The eligible schools will pay the Contractor upon approval of acceptable invoice.

**SECTION 3**  
**UNIFORM TERMS AND CONDITIONS**

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

**CONTRACT NO. ED04-0062**

1. **Definition of Terms Used in These Uniform Terms and Conditions.** As used in this Solicitation, and any resulting Contract, the terms listed below are defined as follows:
  - A. *"Attachments"* means all items required of the Offeror as part of the offer.
  - B. *"Contract"* means the combination of Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and Specifications and Scope of Work, the offer and any best and final offers, and any amendments to the Solicitation or the Contract; and any terms implied by law.
  - C. *"Contractor"* means any person who has a Contract with a state government unit.
  - D. *"Days"* means calendar days unless otherwise specified.
  - E. *"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.
  - F. *"Offer"* means bid, proposal or quotation.
  - G. *"Offeror"* means a vendor who responds to any type of solicitation.
  - H. *"Procurement Officer"* means the person duly authorized to enter into and administer contracts and make written determinations with respect to the Contract or their designee.
  - I. *"Solicitation"* means an invitation for bids (IFB), a request for proposals (RFP), or a request for quotation (RFQ).
  - J. *"Subcontract"* means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party for performance of any work, for the making or furnishing of any material or any service required for the performance of the Contract.
  - K. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.
2. Version 7 of the State of Arizona's Uniform Terms and Conditions is hereby incorporated by reference. These documents may be accessed through the State Procurement Office by accessing the Internet at (<http://sporas.ad.state.az.us>) or by manually calling either, the State Procurement Office at (602) 542-5511 or the Arizona Department of Education at (602) 542-6537. ***It is the Offeror's responsibility to obtain the current revision of these documents.***

